

City of Deltona

REGULAR CITY COMMISSION MEETING MONDAY, OCTOBER 7, 2013

6:30 P.M.

Mayor
John Masiarczyk

Vice Mayor
Zenaïda Denizac
District 1

Commissioners:

Webster Barnaby
District 2

Heidi Herzberg
District 3

Nancy Schleicher
District 4

Fred Lowry
District 5

Chris Nabicht
District 6

Acting City Manager
Dave Denny

**DELTONA COMMISSION CHAMBERS
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA**

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL – CITY CLERK:**
3. **INVOCATION AND PLEDGE TO THE FLAG:**
 - A. **Invocation Presented by Mayor Masiarczyk - Silent Invocation.**
4. **APPROVAL OF MINUTES & AGENDA:**
 - A. **Approval of Minutes - Regular City Commission Meeting of September 16, 2013.**
 - B. **Additions or Deletions to Agenda.**
5. **PRESENTATIONS/AWARDS/REPORT:**
 - A. **Presentation - Super Star Student of the Month Certificates for August/September, 2013.**

- B. Proclamation - Fire Prevention Week October 6-12, 2013
- C. Presentation to Cassie Niemiece for Outstanding Assistance to her Neighborhood.

6. PUBLIC FORUM - Citizen comments for any items.
(4 minute maximum length)

CONSENT AGENDA: All items marked with an * will be considered by one motion unless removed from the Consent Agenda by a member of the City Commission.

7. CONSENT AGENDA:

- *A. Request for approval to award Bid # PW 13-15 for As Needed Asphalt Paving and Resurfacing.
- *B. Request for approval to award Bid # PW 13-16, Courtland Blvd. / Skate Park Stormwater Improvements
- *C. Request for approval to award Bid # PW 13-17 for As Needed Electric Motor and Industrial Pump Repairs.
- *D. Approval of award of Bid #13019 for as needed Electrical Services
- *E. Request for consideration for renewal of Halifax Humane Society Contract.
- *F. Request for consideration for renewal of South East Volusia Humane Society Contract.
- *G. Request for approval of 2013-2014 Law Enforcement Services Agreement.
- *H. Request for consideration of change in Commission meeting dates for 2013 holiday season and approval of the 2014 holiday meeting schedule.

8. ORDINANCES AND PUBLIC HEARINGS:

- A. Public Hearing - Ordinance No. 12-2013, Amending Subpart A, Chapter 38, "Environment", by adding new Article VII "Stormwater Discharge Pollutant Control" and new Article VIII "Florida-Friendly Fertilizer use on Urban Landscapes", at second and final reading.

9. OLD BUSINESS:

10. NEW BUSINESS:

- A. Request for approval to execute Cost Share Agreement with the St. Johns

River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the Howland Blvd. Phase 3 Reclaimed Water Construction Project.

- B. Request for approval to execute Joint Project Agreements with Volusia County for both the Saxon Blvd. Utility and Stormwater Improvements project and the Howland Blvd. phase 3 widening project.**
- C. Request for approval of Meadowlark Drive Right-of-Way Dedication**

11. CITY COMMISSION COMMENTS:

12. CITY ATTORNEY COMMENTS:

13. CITY MANAGER COMMENTS:

14. ADJOURNMENT:

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Mayor Masiarczyk - Silent Invocation.

LOCATION:

N/A

BACKGROUND:

At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor.

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Invocation Only.

POTENTIAL MOTION:

N/A - Invocation Only.

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City
Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of September 16, 2013.

LOCATION:	N/A
BACKGROUND:	N/A
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk's Office
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of September 16, 2013.
POTENTIAL MOTION:	"To approve the minutes of the Regular City Commission Meeting of September 16, 2013."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• RCM Minutes 9-16-2013

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, SEPTEMBER 16, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, September 16, 2013 at
2 the City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3
4 **1. CALL TO ORDER:**

5
6 The meeting was called to order at 6:30 p.m. by Mayor Masiarczyk.

7
8 **2. ROLL CALL:**

9	10 Mayor	John Masiarczyk	Present
11	Vice Mayor	Zenaida Denizac	Present
12	Commissioner	Webster Barnaby	Present
13	Commissioner	Heidi Herzberg	Present
14	Commissioner	Fred Lowry	Present
15	Commissioner	Chris Nabicht	Present
16	Commissioner	Nancy Schleicher	Present
17	Acting City Manager	Dave Denny	Present
18	City Attorney	Becky Vose	Present
19	City Clerk	Joyce Raftery	Present

20
21 Also present: Finance Director Robert Clinger; Parks and Recreation Director Steve Moore; Public
22 Works/Deltona Water Director Gerald Chancellor; Planning and Development Services Director
23 Chris Bowley; Building and Enforcement Services Director/Acting Deputy City Manager Dale
24 Baker; and VCSO Captain David Brannon.

25
26 **3. INVOCATION AND PLEDGE TO THE FLAG:**

27
28 Invocation Presented by Commissioner Nabicht – Father Frank Cerio, Our Lady of Lakes Catholic
29 Church in Deltona.

30
31 The National Anthem was sung by Isaiah Galarza from Deltona High School.

32
33 **4. APPROVAL OF MINUTES & AGENDA:**

34
35 **A. Minutes:**

36
37 **1. Approval of Minutes – Regular City Commission Meeting of September 3, 2013.**

38
39 Commissioner Schleicher stated that page 15, under Commission comments, line 44 of the September
40 3, 2013 minutes should read “that after four (4) years Deltona has a firefighter contract”.

41
42 **Motion by Commissioner Nabicht, seconded by Commissioner Vice Mayor Denizac to approve**
43 **the minutes of the Regular City Commission Meeting of September 3, 2013 as amended.**

44
45 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
46 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
47 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

1 **B. Additions or Deletions to Agenda:**

2
 3 **5. PRESENTATIONS/AWARDS/REPORTS:**

4
 5 **A. Proclamation – Florida Local Government Coalition – Local Works Day.**

6
 7 Deputy City Clerk Mitch Honaker read the Local Works Day proclamation.

8
 9 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

10
 11 a) Mike Hylton, 2514 Omaha Drive, Commissioner for the Deltona Panther Pop Warner Youth
 12 Football and Cheerleading League, stated the league promotes strong school work, good grades, good
 13 citizenship, teamwork, sportsmanship and discipline, they are a 501C non-profit organization
 14 consisting of 25 volunteers and he asked the Commission to allow the league to continue to sell
 15 concessions and team merchandise at their games. The proceeds go toward scholarship costs, referees,
 16 insurance costs, and to offset registration costs. He asked the Commission to consider changing
 17 Ordinance No. 31-2006 to allow 501C non-profit organizations to have concessions and sell team
 18 merchandise four (4) to six (6) times per year at Dewey O. Boster Sports Complex.

19
 20 b) Robert Lindemann, 173 Rosedale Drive, Operations Manager for the Deltona Panthers
 21 discussed the leagues 254 scholar athletes, of which 153 are football players and 111 are cheerleaders,
 22 out of those they currently have 34 football scholarships which amounts to \$4,456 dollars and six (6)
 23 cheerleader scholarships which amounts to \$800 dollars that the league gives away every year to needy
 24 families. He discussed league costs and he is in favor of changing the Ordinance to allow non-profit
 25 organizations to have concessions and sell team merchandise.

26
 27 Commissioner Barnaby stated that he gives his support to the Deltona Panthers and sees no reason why
 28 the City should take away their ability to have concession and sell team merchandise.

29
 30 c) Jessica Aivazis, 2769 Bluestone Drive, Scholastic Director for the Deltona Panthers, discussed
 31 the Pop Warner guidelines both players and cheerleaders must adhere to in order to participate, players
 32 who receive a 96% or above are considered an All-American Scholar and last year the Deltona Panthers
 33 had 34 members who qualified. She discussed the Pop Warner organization being recognized
 34 worldwide, having over 425,000 participants, that the City's support both past and present has always
 35 been greatly appreciated, and that she is in favor of changing the Ordinance to allow non-profit
 36 organizations to have concessions and sell team merchandise.

37
 38 d) Cindy Lettau, 2330 Dumas Drive, stated that she has a problem with the City Ordinance No. 06-
 39 2012as it pertains to parking her vehicle on her own property. She provided photos of her vehicles
 40 parked at her home and of other Deltona resident's vehicle parking for Commission review. She stated
 41 that she has talked to the Building and Enforcement Services Director/Acting Deputy City Manager
 42 Dale Baker, and that next Wednesday she has a meeting with Mr. Baker and the Code Enforcement
 43 Officer handling her case.

44
 45 Mayor Masiarczyk stated that the Commission would review the photos, provide their input to the
 46 Acting City Manager to discuss with Mr. Baker, and that the original photos would be given to Mr.
 47 Baker to return to her next Wednesday at their meeting.

1 e) Jennifer Luke, 1250 Indian Rock Court, asked the Commission to put aside money to correct the
 2 flood zone area designations in Deltona for those homes that have been wrongfully designated as being
 3 in a flood zone by the Federal Emergency Management Agency (FEMA), that it is costing Deltona
 4 residents thousands of dollars per year in flood zone insurance premiums, and that the changes in taxes
 5 and the millage rate would not be so significant if residents were not already having to redirect money
 6 to pay large flood insurance premiums. She asked the Commission to consider doing an addendum to
 7 correct the Flood Insurance Rate Map (FIRM).

8
 9 Commissioner Barnaby stated that he is in support of Mrs. Luke's position and that in previous City
 10 Commission meetings he has spoken about the need for the City to assist those residents who FEMA
 11 has designated as being in a flood zone without doing any on-site surveys. He stated that during his
 12 conversations with Mr. Denny on the subject that Mr. Denny has stated that it will take over \$200,000
 13 dollars for the City to pay for surveys that are needed to get FEMA to change its position on the
 14 designated flood zone areas in Deltona. He asked for Commission support to do an addendum to the
 15 budget for \$200,000 dollars to assist and help Deltona residents.

16
 17 f) Buddy Shacklette, 875 Elkcarn Boulevard, Athletic Director for Trinity Christian Academy,
 18 stated that the by Parks and Recreation Director Steve Moore and informed him that Trinity Christian
 19 Academy along with Pop Warner were in violation of Ordinance No. 31-2006 for having concessions
 20 and selling merchandise during their games. He stated that the Florida Athletic Association requires
 21 organizations that host events to have concessions, to provide water and refreshments, and that Trinity
 22 Christian Academy has done so with no issues for over ten (10) years at Dewey O. Boster Sports
 23 Complex. He asked what could be done to work with the City to see about getting within the Code to
 24 where organizations are not in violation and can still provide concessions. He discussed Trinity
 25 Christian Academy being a 501C non-profit organization, the cost to dress one player, not looking to
 26 make money, and wanting to sustain what they have. He requested that the Commission amend the
 27 Code to allow each 501C non-profit organizations if the to hold their events and support the costs of
 28 their football program or to allow each non-profit to apply for a concessions permit seven (7) times per
 29 year.

30
 31 The Commission discussed adding the issue to "New Business" or to a future Workshop agenda.

32
 33 **After discussion, the Commission concurred to add the issue to a future Commission Workshop**
 34 **agenda, and to discuss the date of the Workshop under Commission Comments.**

35
 36 f) Doug MacDonald, 1179 Balfour Drive, stated that he was speaking on behalf of the users of the
 37 Keyville Dog Park, that he submitted a petition with 110 signatures from residents who are in support
 38 of repairing Keyville Dog Park, and he requested a supplemental appropriation of \$50,000 dollars to
 39 the City budget to cover badly needed repairs at the park. He discussed the breakdown of repairs and
 40 cost which was sent to the Commission, volunteers willing to assist with improvements to the park, no
 41 funds designated for needed repairs at the park, and no repairs made to the park since it was constructed
 42 over seven (7) years since ago.

43
 44 Mayor Masiarczyk stated he and the Parks and Recreation Director had visited Keyville Dog Park, that
 45 he had discussed the issue with the Acting City Manager, , there are issues at the park to be discussed,
 46 and that he would not support adding \$50,000 dollars to the budget because repairs can be made for
 47 much less.

1 Vice Mayor Denizac stated that she also has concerns with Keysville Dog Park, that if the park cannot
 2 be maintained then how can the Commission discuss expanding parks and building a stadium if the City
 3 cannot maintain what parks they already have, that the park is very heavily used, and that she would
 4 like to see the Keysville Dog Park fixed.

5
 6 Commissioner Herzberg thanked Mr. MacDonald for taking the time to gather the petition signatures,
 7 for being proactive, and for engaging volunteers to assist with repairs, and she commended Mr.
 8 MacDonald for his volunteerism.

9
 10 **7. CONSENT AGENDA:**

11
 12 Mayor Masiarczyk read the title of each item on the Consent Agenda.

13
 14 **Motion by Commissioner Herzberg, seconded by Commissioner Schleicher to approve Consent**
 15 **Agenda Items 7-A through 7-B.**

16
 17 Commissioner Barnaby asked if the Special Magistrates pay was being raised from \$125.00 dollars per
 18 hour to \$175.00 dollars per hour. Mr. Baker replied “no” that the Special Magistrate’s pay has been at
 19 \$175.00 dollars per hour for at least the last two (2) to three (3) years.

20
 21 Vice Mayor Denizac stated that what she believed to be Commissioner Barnaby’s concern was the
 22 discrepancy from what the Commission would be voting on and what is stipulated in Section 1, of
 23 Resolution No. 2009-37.

24
 25 The Commission and staff discussed the verbiage of the original Resolution, the Resolution having to
 26 come back before the Commission every year for approval, and the Special Magistrate pay remaining
 27 the same as last year.

28
 29 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 30 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 31 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

32
 33 ***A. Request for selection of Code Enforcement Special Magistrate.**

34
 35 **Approved by Consent Agenda – to appoint Charles Cino as the Special Magistrate at an**
 36 **hourly rate of \$175.00 for a one-year appointment.**

37
 38 ***B. Request for ratification of purchase of Business Tax Module from Tyler Technologies.**

39
 40 **Approved by Consent Agenda – to approve the purchase of Tyler Technologies Business Tax**
 41 **module to include the change order of \$3,337 for the Central Property File, support and**
 42 **training bringing the total PO to \$27,393.95.**

43
 44 Mayor Masiarczyk called a five (5) minute recess at 7:15 p.m. and reconvened at 7:21 p.m.

45
 46 **8. ORDINANCES AND PUBLIC HEARINGS:**

1 **A. Public Hearing - Resolution No. 2013-30, Adopting the Final Millage Rate for FY**
2 **2013/2014.**

3
4 Mayor Masiarczyk stated this is a public hearing to hear and consider comments and questions
5 regarding the City's millage rate and proposed annual budget for the coming fiscal year 2013/2014.
6 The City of Deltona hereby proposes a millage rate of 7.99. The millage rate reflects a 4.8%
7 increase from the rolled-back rate of 7.6243 mills. The millage rate is higher than the rolled-back
8 rate of 7.6243 in order to fund increased operating costs particularly in pension, police and fire.

9
10 Mayor Masiarczyk opened the public hearing:

11
12 Jennifer Luke, 1250 Indian Rock Court, stated that she understands that things need to be
13 accomplished, that the millage rate needs to be increased, as well as the utility rates, but that there
14 are other things that residents have to pay like flood insurance premiums, and she requested that the
15 millage rate stay at the current roll-back rate of 7.6243% and that if the new millage rate is adopted
16 that the Commission consider an addendum to the budget to add funds to assist homeowners whose
17 homes have been wrongfully placed in a flood zone.

18
19 Mayor Masiarczyk closed the public hearing as there were no more public comments.

20
21 Commissioner Barnaby stated that he supports the roll-back millage rate of 7.6243% as opposed to
22 the recommended 7.99%, that he does not see why the City needs to raise people's property taxes by
23 4.8% just to cover municipality employee raises, that the tax payers deserve people to fight for them,
24 and that he would not vote for a 7.99% tax increase, and he asked the Commission to support the
25 roll-back rate of 7.6243%.

26
27 Commissioner Schleicher stated that it is difficult to ask for money, but that the community does
28 have needs such as infrastructure, additional sidewalks, and she does not feel the City can afford to
29 stay at the roll-back rate. She discussed doing some research on the millage rate, being fiscally
30 responsible, people's perceptions, other City's millage rate increases, the fact that Deltona did not
31 raise the millage rate last year, property taxes compared to a decrease in property value, and she
32 suggested that as a show of good faith to residents that the Commission raise the millage rate to
33 7.95%. She suggested each year the Commission could lower the millage rate by a little bit and still
34 maintain enough money to put in some much needed sidewalks and infrastructure.

35
36 Commissioner Herzberg stated that after doing research that it seems that almost every City has
37 raised their tax rate, that most of those cities have a higher land value than Deltona does, that
38 Deltona is 80% residential and about 20% commercial so it is more difficult to maintain money to
39 keep the City flush. She discussed the Commission hearing from residents wanting to make changes
40 to Ordinances, allowing 501C organizations to have concessions at Dewey O. Boster Sports
41 Complex, providing money for a FEMA study, and residents getting tickets and having issues with
42 Code Enforcement. She discussed the number of Code Enforcement Officers in Deltona, the City
43 not being able to afford additional deputies, and the City just finalizing the firefighter contract which
44 almost took care of the entire surplus that the City had. She stated that the average tax bill in
45 Deltona is \$275 dollars a year which provides each residence with all City services; the City needs to
46 put in sidewalks but that the City does not even have enough revenue to pave all of the roads in
47 Deltona. She stated that she has to support the 7.99% millage rate.

48

1 Commissioner Lowry asked Mr. Clinger what the loss of revenue would be if the millage rate were
2 reduced from 7.99% to 7.95% . Mr. Clinger replied that it would be approximately \$59,000 dollars.

3
4 **Motion by Commissioner Lowry, seconded by Commissioner Schleicher to reduce the millage**
5 **rate to 7.9500 mills for the levy of ad valorem taxes for fiscal year 2013/2014.**

6
7 Commissioner Herzberg stated that once you lower the millage rate that when the Commission sets
8 next year's millage rate there will be other issues to deal with, she asked Mr. Clinger to elaborate on
9 her statement concerning lowering the millage rate, and she asked how much of a savings that a
10 millage rate of 7.95% would provide to each of the 32,000 homes in Deltona. Mr. Clinger replied
11 that it would be a savings of approximately \$1.43 per year, per household and that lowering the
12 millage rate this year would mean the Property Appraiser would use 7.95% as the roll-back rate next
13 year. Commissioner Herzberg stated that she was not willing to make a token gesture to residents of
14 not raising the millage rate to 7.99% for a mere savings of only \$1.43 per household, per year.

15
16 Commissioner Nabicht stated that to make a token gesture to save \$59,000 dollars was playing
17 politics, not providing the level of service that Deltona residents deserve, that it would cost staff
18 more than that to adjust all of the budget documents which means it would wind up costing residents
19 to lower the millage rate to 7.95%, and that he was against lowering the millage rate of 7.99%. He
20 stated that he concurred with Commissioner Barnaby on the infrastructure needs in Deltona, that
21 everyone seemed fine with a millage rate of 7.99% during all of the budget Workshops, that the
22 Commission made decisions on other issues based off of the 7.99% millage rate, that the collective
23 amount of \$59,000 dollars can be used to provide needed services to residents, and that it would
24 costs the City more to reduce the millage rate to 7.95 than it would ever recoup.

25
26 Vice Mayor Denizac asked how many residents in Deltona do not pay taxes at all. Mr. Clinger
27 stated that he did not have that information on hand. Commissioner Herzberg stated that the number
28 mentioned last year was around 4,000 homes in Deltona where residents do not pay taxes.

29
30 Vice Mayor Denizac stated that in relation to improvements to infrastructure; if anyone thinks that
31 by approving the 7.99% millage rate the City will start laying roads and sidewalks that it is just not
32 the way it works. She stated that in order to realign the roads along State Roads 472 and 415, and
33 put in infrastructure so economic development will come to Deltona, that it will take a lot more than
34 a 7.99% millage rate, and that she has always had, and still has concerns with the budget.

35
36 Mayor Masiarczyk stated that the Commission has met repeatedly at previous Workshops, Special
37 meetings, and budget meetings and discussed the millage rate, that just the number of copies made of
38 the budget documents over the last few meetings probably costs more than \$60,000 dollars, that the
39 offer was a token gesture at best which would not benefit the residents at all, that he concurs with
40 Vice Mayor Denizac's comments on infrastructure changes, and that staff did an excellent job at
41 coming in with a millage rate of 7.99% with the aggressive plan the City has for next year and with
42 the recent approval of the firefighter's contract.

43
44 City Attorney Becky Vose read the title of Resolution No. 2013-30.

45
46 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;**
47 **ADOPTING AN AD VALOREM MILLAGE RATE FOR THE 2013-2014 FISCAL YEAR;**
48 **PROVIDING FOR AN EFFECTIVE DATE.**

1 **Motion failed with members voting as follows:**

2		
3	Commissioner Barnaby	Against
4	Commissioner Herzberg	Against
5	Commissioner Lowry	For
6	Commissioner Nabicht	Against
7	Commissioner Schleicher	For
8	Vice Mayor Denizac	Against
9	Mayor Masiarczyk	Against

10

11 **Motion by Commissioner Herzberg, seconded by Commissioner Nabicht to approve**
 12 **Resolution No. 2013-30, adopting the final millage rate of 7.9900 mills for the levy of ad**
 13 **valorem taxes for fiscal year 2013/2014.**

14

15 **Motion carried with members voting as follows:**

16		
17	Commissioner Barnaby	Against
18	Commissioner Herzberg	For
19	Commissioner Lowry	For
20	Commissioner Nabicht	For
21	Commissioner Schleicher	For
22	Vice Mayor Denizac	For
23	Mayor Masiarczyk	For

24

25 Resolution No. 2013-30 was adopted at 7:38 p.m.

26

27 Mayor Masiarczyk stated the City of Deltona has adopted a final ad-valorem millage rate of 7.99
 28 mills for fiscal year 2013/2014. The final ad-valorem millage rate reflects a 4.8% increase from the
 29 rolled-back rate of 7.6243 mills.

30

31 **B. Public Hearing - Resolution No. 2013-31, Adopting the Final Annual Budget for FY**
 32 **2013/2014.**

33

34 Mayor Masiarczyk stated the proposed annual budget is summarized as follows: General Fund -
 35 \$50,153,691; Special Revenue Funds - \$23,864,298; Enterprise Fund - \$51,012,351; Capital Project
 36 Funds - \$5,153,068; and Total City-wide Budget - \$130,183,408.

37

38 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

39

40 Vice Mayor Denizac stated that she would be voting against Resolution No. 2013-31 because she
 41 disagrees with the City Attorney's Office portion of the budget in that she feels that the City already
 42 pays the City Attorney's Office approximately \$1,500 dollars a day, that she has come to accept the
 43 fact that the City pays \$360,000 dollars per year to Mrs. Vose however, what she cannot accept is
 44 the City is also paying to maintain a legal office and all the budget costs that come with maintaining
 45 it. Vice Mayor Denizac also stated that Mrs. Vose is a fine attorney, she appreciates Mrs. Vose's
 46 son helping the City out with managing the Charter Review Committee proceedings, but that she
 47 cannot accept both paying Mrs. Vose for her services and funding the operations of the a City
 48 Attorney's Office being in the budget.

1 **Motion by Commissioner Herzberg, seconded by Commissioner Nabicht to approve**
 2 **Resolution No. 2013-31, adopting the final budget for fiscal year 2013/2014.**
 3

4 City Attorney Becky Vose read the title of Resolution No. 2013-31.
 5

6 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;**
 7 **ADOPTING THE FINAL ANNUAL GENERAL FUND, SPECIAL REVENUE FUNDS,**
 8 **ENTERPRISE FUND, AND CAPITAL PROJECT FUNDS BUDGETS FOR THE FISCAL**
 9 **YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014;**
 10 **PROVIDING FOR AN EFFECTIVE DATE.**
 11

12 **Motion carried with members voting as follows:**
 13

14	Commissioner Barnaby	Against
15	Commissioner Herzberg	For
16	Commissioner Lowry	For
17	Commissioner Nabicht	For
18	Commissioner Schleicher	For
19	Vice Mayor Denizac	Against
20	Mayor Masiarczyk	For

21
 22 Resolution No. 2013-31 was adopted at 7:46 p.m.
 23

24 **C. Public Hearing - Ordinance No. 12-2013, Amending Subpart A, Chapter 38,**
 25 **"Environment", by adding new Article VII "Stormwater Discharge Pollutant Control" and new**
 26 **Article VIII "Florida-Friendly Fertilizer use on Urban Landscapes", at first reading and to**
 27 **schedule second and final reading.**
 28

29 Mayor Masiarczyk discussed a potential House Bill that may affect pollutant control.
 30

31 Vice Mayor Denizac asked if the Ordinance was something the City must adopt so Deltona is in
 32 compliance with new regulations, and Mr. Denny replied yes that adopting the regulation would make
 33 sure that Deltona was in compliance with Environmental Protection Agency (EPA) standards when the
 34 new rules come out concerning Discharge Pollutants, in particular as it pertains to fertilizers used in
 35 residential areas.
 36

37 Vice Mayor Denizac stated that she was very concerned with upcoming changes and rules being
 38 considered in Tallahassee, how those changes would affect Deltona residents and businesses, and how
 39 the City would enforce the Ordinance.
 40

41 Mayor Masiarczyk stated that he met with State Representative Santiago earlier in the day to discuss
 42 that very issue and other considerations that are being discussed in Tallahassee, such as restrictions on
 43 when residents with lake front homes can use fertilizer, when home owners can fertilize their property,
 44 and how many feet to keep fertilizer away from the water's edge. He stated adopting the Ordinance
 45 was a requirement and not an arbitrary issue placed on the Agenda.
 46

47 Vice Mayor Denizac stated that in some respects that she disagrees with some of the requirements that
 48 are in the Ordinance and that this is one of many reasons that Deltona needs to have a lobbyist in
 49 Tallahassee.

1 Mayor Masiarczyk read a portion of the Ordinance where it states that “it shall be unlawful to wash any
2 public or private street, building, sidewalk or parking areas unless all visible debris and sediment has
3 been removed prior to washing” and stated that it was just one example of politicians overreaching.
4

5 Commissioner Barnaby asked staff why the Commission was being asked to approve Ordinance No.
6 12-2013. Public Works/Deltona Water Director Gerald Chancellor replied that the fertilizer Ordinance
7 was originated from the Federal EPA and that Florida’s EPA which administers the program as it
8 pertains to MS4 (Municipal Separate Storm Sewer System) permit holders, which Deltona is one of,
9 regulations in Tallahassee which states that Florida will require all MS4 permit holders to adopt the
10 model fertilizer Ordinance by the end of year 2013 in order to remain in compliance with the Federal
11 permit.
12

13 Vice Mayor Denizac asked if there were any entities excluded from the requirement, such as Disney
14 World, and Mr. Chancellor replied “no”, that Disney World is also subject to the MS4 permit
15 requirement.
16

17 Commissioner Barnaby asked if the requirements would affect the appearance of the fields at Dewey O,
18 Boster Sports Complex, and Mr. Chancellor replied “no” that it will only affect parks that are lakefront
19 parks.
20

21 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve Ordinance**
22 **No. 12-2013 at first reading and to schedule second and final reading for October 7, 2013.**
23

24 Mayor Masiarczyk opened the public hearing:
25

26 Barry Troutman, 900 South Palmetto Avenue, Sanford, stated that he represents the turf grass industry,
27 is on the board of directors of the State of Florida Turf Grass Association, and is also the Vice President
28 and Chief Horticulturalist for a very large commercial landscaping business, and that he has been
29 intimately involved in the development process for the model ordinance over the last 10 years. He
30 supports Deltona adopting the Ordinance which has language and science created by the State’s model
31 ordinance which reflects the wisdom of a panel of experts that were appointed by the Governor. That
32 the plan is extremely well thought out and planned, that the Ordinance will promote the healthy growth
33 of Florida’s landscape and will eliminate 98% of nitrates that come with rainfall. He asked the
34 Commission to resist any efforts made to change the Ordinance and that he feels that the Commission
35 would be doing the right thing by supporting the Ordinance.
36

37 Pete Snyder, Executive Director of the Florida Turf Grass Association, stated that he represents healthy
38 turf grass which as Mr. Troutman said, is the best filter for pollutants, that healthy turf grass is needed to
39 properly filter pollutants as they go through the root system, and he asked the Commission to pass the
40 Ordinance.
41

42 Mayor closed the public hearing as there were no more public comments.
43

44 City Attorney Becky Vose read the title of Ordinance No. 12-2013.
45

46 **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA,**
47 **FLORIDA, AMENDING CODE OF ORDINANCES SUBPART A, CHAPTER 38,**
48 **“ENVIRONMENT”, BY ADDING NEW ARTICLE VII “STORMWATER DISCHARGE**

POLLUTANT CONTROL” AND NEW ARTICLE VIII “FLORIDA-FRIENDLY FERTILIZER USE ON URBAN LANDSCAPES”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried with members voting as follows:

Commissioner Barnaby	For
Commissioner Herzberg	For
Commissioner Lowry	For
Commissioner Nabicht	For
Commissioner Schleicher	For
Vice Mayor Denizac	Against
Mayor Masiarczyk	For

Ordinance No. 12-2013 was approved at first reading at 7:56 p.m.

D. Public Hearing – Ordinance No. 13-2013, amendment to the Bella Vista Business Planned Unit Development (BPUD) Master Development Plan (MDP), for first reading (Project No. RZ 13-005).

Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

Motion by Commissioner Herzberg, seconded by Commissioner Barnaby to approve Ordinance No. 13-2013, amending the Bella Vista Business Planned Unit Development (BPUD) Development Agreement by providing a revised Master Development Plan (MDP).

City Attorney Becky Vose read the title of Ordinance No. 13-2013.

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE BELLA VISTA BUSINESS PLANNED UNIT DEVELOPMENT BY CHANGING THE MASTER DEVELOPMENT PLAN FOR THE FOLLOWING DESCRIBED PARCEL, PARCEL# 06-19-32-00-00-0120 THAT PART OF THE WESTERLY 995.4 FT. OF THE N. ½ OF SECTION 6, TOWNSHIP 19 S, RANGE 32 E, VOLUSIA COUNTY, FL, LYING NORTHERLY OF THE NORTHERLY ROW LINE OF HOWLAND BLVD. ALSO KNOWN AS S.R. 444, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2011, PG. 895, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FL. LESS AND EXCEPT THEREFROM THE NORTHERLY 552.5 FT. OF THE WESTERLY 552.5 FT. ALSO LESS: THE E. 442.9 FT. OF THE W. 995.4 FT. OF THE N. 531.76 FT. OF THE NW ¼ OF THE NW ¼ OF SECTION 6, TOWNSHIP 19 S, RANGE 32 E, VOLUSIA COUNTY, FL (LESS THE N. 40.00 FOR THE ROAD). AND ALSO LESS: BEGINNING AT THE NW CORNER OF SECTION 6 TOWNSHIP 19 S, RANGE 32 E, RUN S. 28°42’20” E, 1435.98 FT. ALONG THE CENTER LINE OF OLD LAKE HELEN OSTEEN ROAD TO POINT OF BEGINNING: THENCE N. 89°38’40” E 314.89 FT. TO THE W. ROW OF HEATH ROAD; THENCE ALONG SAID ROW S. 00°21’20” E. 310.00 FT. TO THE N. ROW OF HOWLAND BLVD.; THENCE ALONG SAID ROW N. 64°38’20” W. 69.15 FT. TO THE P.C. OF A CURVE CONCAVE TO THE R. WITH A RADIUS OF 1561.19 FT. AND A CENTRAL ANGLE OF 05°58’34” RUN ON THE ARC OF SAID CURVE 164.35 FT.; THENCE OF N. 28°42’20” W. 228.50 FT. TO THE POINT OF BEGINNING. FINDING CONFORMITY WITH STATE STATUTES AND THE COMPREHENSIVE PLAN OF THE CITY OF DELTONA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

1 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 2 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 3 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

4
 5 Ordinance No. 13-2013 was adopted at second and final reading at 8:01 p.m.

6
 7 **9. OLD BUSINESS:**

8
 9 **10. NEW BUSINESS:**

10
 11 **A. Request for Approval of Award of RFQ # PW 13-14. for Construction Engineering and**
 12 **Inspection (CEI) Services for the construction of the Eastern Water Reclamation Facility.**

13
 14 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

15
 16 **Motion by Commissioner Schleicher, seconded by Commissioner Herzberg to approve award**
 17 **of RFQ # PW 13-14 for Construction Engineering and Inspection (CEI) Services for the**
 18 **construction of the Eastern Water Reclamation Facility to Baskerville-Donovan, Inc. at a total**
 19 **cost not to exceed \$1,450,239.00.**

20
 21 Commissioner Nabicht asked that the Commission direct the Acting City Manager to arrange a
 22 public forum or town hall meeting to be held in the next 60 days, where Baskerville-Donovan, Inc.
 23 could educate the public as it pertains to the construction of the Eastern Water Reclamation Facility
 24 construction process, how the plant will operate, and the effects, if any, on the environment.

25
 26 Mr. Denny stated that the plant is 100% permitted and designed, and that the meeting would have to
 27 occur within the next 60 days.

28
 29 Vice Mayor Denizac asked what the costs would be to the City for Baskerville-Donovan, Inc. to
 30 participate in the meeting. Mr. Denny replied that it is in the contract with Baskerville-Donovan,
 31 Inc. that if requested, they will provide a public information meeting.

32
 33 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 34 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 35 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

36
 37 **11. CITY COMMISSION COMMENTS:**

38
 39 a) Mayor Masiarczyk reminded the Commission about the discussion at the previous Commission
 40 meeting regarding keeping Commission comments quick and to the point. He also mentioned an email
 41 that stated the Commission should dress more appropriately at Ribbon Cuttings.

42
 43 b) Commissioner Lowry stated that the Deltona Panthers have two (2) football games over the next
 44 two (2) weekends and he asked if there was some way that Code Enforcement could tread lightly when
 45 it comes to enforcing the Ordinance for the next few weeks and that he appreciated all the people that
 46 came out to the meeting and encouraged public participation at all Commission meetings.

47
 48 Mayor Masiarczyk replied that the City must uphold Ordinances, but that the Commission would select
 49 a Workshop date to discuss the Ordinance at the end of Commission Comments.

1 c) Commissioner Schleicher stated that she had a wonderful experience filling in at the Enterprise
2 Elementary School where they opened up a new state of the art playground that was built by
3 Nickelodeon because one of the school's students entered and won a contest. Nickelodeon also filmed
4 a scene of its show at Enterprise Elementary to be shown at a later date. She reminded everyone that
5 wonderful things do happen, that what children do makes a difference, and that the Kiwanis Club also
6 opened up a "Reading Room" at Enterprise Elementary. She stated that she attended some of the events
7 over the "Latin" weekend, the Caribbean Crew concert at the Amphitheater and the Latin Festival at
8 Dewey O. Boster Sports Complex, she asked for more Commission participation at events and she
9 thanked the Parks and Recreation Department for their services. She stated that there are a lot of issues
10 to be placed on upcoming Workshop agendas, and she asked about the scheduling of a Deltona Fire
11 station tour by the Commission. Mr. Denny replied that Administrative Assistant Pauline Shattuck
12 would be contacting Commissioners to get some dates that all Commission members are available to
13 take a tour Fire Department stations.
14

15 d) Commissioner Herzberg stated that she attended the Latin Fest event, that the Deltona Spay and
16 Neuter Days so far has spayed and neutered 38 cats and 64 dogs for a total of 102, that another spay and
17 neuter day was scheduled for this coming Thursday, and she encouraged residents to take advantage of
18 the service. She stated that Team Volusia had site selector Del Boyette from Atlanta come out last
19 Thursday, that she received a positive report from Mr. Boyette as he spoke very highly about the
20 Activity Center and was very impressed with the whole area out on S.R. 472, that she concurred with
21 Commissioner Lowry about the Commission needing to address the concession issue as soon as
22 possible, that she agrees with the Ordinance covering pollutants and the methods addressed to keep a
23 clean environment , and she asked when the City was going to host the West Volusia Summit.
24

25 Mayor Masiarczyk replied that the Mayors had a meeting and prepared a letter to Volusia County
26 signed by all the Mayors requesting that the Volusia County Council get back to the Mayors with input
27 on topics for the next West Volusia Summit. He asked Mr. Denny if Volusia County had responded,
28 and Mr. Denny replied "no, not yet".
29

30 e) Commissioner Barnaby thanked the Commission for their prayers, that he was glad to be home
31 and it is an honor to live in Deltona, he attended an economic development meeting hosted by the
32 DeLand Chamber where there was discussion on ways to attract the film industry to Volusia County,
33 the possibility of bringing a Full Sail University satellite campus to Deltona, that he was glad to see
34 Bethune-Cookman University and the Wildcats come to Deltona, he recognized Professor Lutte from
35 Embry Riddle University Winter Park extension who was in attendance at the Commission meeting,
36 stated that he visited the Naval Academy and he presented a pennant to Mayor Masiarczyk for the
37 Veterans Community Education Partnership (VCEP) museum from the US Naval Academy football
38 team.
39

40 Mayor Masiarczyk thanked Commissioner Barnaby, his son, and the US Naval Academy football team
41 and stated that it will be displayed at the VCEP museum.
42

43 f) Vice Mayor Denizac asked for an update from the staff with Daytona State College (DSC)
44 concerning a possible partnership for a stadium. Mr. Denny replied that at the last meeting with DSC
45 several topics were discussed and the stadium was one of the topics. DSC stated that it would like to
46 see a drawing of the proposed stadium, that staff has not met with DSC since the last Commission
47 meeting, and that there is a meeting scheduled for later in September.
48
49

1 Vice Mayor Denizac asked for an update on Project Dial, and Mr. Denny replied that he, the Economic
2 Development Manager Jerry Mayes, and members from Team Volusia have talked to the Project Dial
3 company, that the Company is currently trying to work through some issues with the owners of the
4 shopping center, that they appreciate the Commission accepting their offer, and as soon as they know
5 something definite they will get back with staff.

6
7 g) Mayor Masiarczyk discussed keeping Commission comments quick and to the point, he
8 suggested that a Commissioner could make a request to agenda a subject for discussion only, changes
9 needed at the Keysville Dog Park, and not being able to change Ordinances without following
10 procedures.

11
12 The Commission and staff discussed the Deltona Panthers team schedule, procedures for changing an
13 Ordinance, emergency ordinance procedures, clarifying what the issues are with abiding by the
14 Ordinance, the City previously allowing vendors to operate at various team games even though vendors
15 were not supposed to be setting up at events, and concerns with unauthorized vendors setting up at
16 Dewey O Boster Sports Complex.

17
18 The Commission also discussed the terms of the current concession contract, for profit vendors
19 operating at Dewey O. Boster Sports Complex, organizations selling team specific items, the issues and
20 needs of the non-profit organizations, safety concerns related to cooking, the leagues being able to
21 afford scholarships for players, identifying the number of non-profits that would use the concession
22 stand, the possibility of the City taking over all of the concession stands at all Deltona parks, when to
23 schedule the issue for a Workshop, the City Attorney reviewing the Little League contract, Deltona
24 Youth Soccer Club (DYSC) not paying any utilities when operating out of the concession stand, and if
25 the concession stand is required to be open during events.

26
27 Vice Mayor Denizac stated that she concurred with Commissioner Nabicht's comment about the City
28 running the concession stand at Dewey O. Boster Sports Complex, that the park is there for everyone to
29 use, and she asked how much DYSC was paying for the contract. Parks and Recreation Director Steve
30 Moore stated that the organization does not pay anything to use the concession stand.

31
32 Commissioner Barnaby concurred with the City having to take control of the facilities to make sure
33 everybody is served and to make sure that City parks are open to everyone.

34
35 Commissioner Herzberg stated that she concurs with the City taking over the concession stands and that
36 the Ordinance needs to be reviewed and updated.

37
38 Mayor Masiarczyk discussed some of the unique contracts with different organizations at parks in
39 Deltona. He asked staff to email the entire Commission Ordinance No. 31-2006 and all concession
40 contracts for Deltona parks. He stated that Dewey O. Boster Sports Complex is one of the more pristine
41 parks in Central Florida and it needs to be treated that way.

42
43 City Attorney Becky Vose stated that enforcement of Ordinances is managed by the Code Enforcement
44 Department and that if the City has set a president by not finding non-profit organizations in violation of
45 the City Ordinance in the past, then a City Resolution would not solve the problem, and the Acting City
46 Manager would be the one to provide direction to staff on what actions are appropriate until the
47 Ordinance can be reviewed. Mayor Masiarczyk replied that although he concurs with the City
48 Attorney's statement on directing staff, now that the issue has been brought to the Commission that it

1 would be unfair to the Acting City Manager and everyone concerned to place the decision on the Acting
 2 City Manager.

3
 4 Vice Mayor Denizac concurred that she did not want a “band aid” fix, that the issue needs to wait until
 5 it can be properly addressed at a Workshop.

6
 7 Mayor Masiarczyk thanked everyone for their attendance, and he asked Commissioner Barnaby to tell
 8 his son thank you for the donation of a US Navy football team pennant for the VCEP museum.

9
 10 **12. CITY ATTORNEY COMMENTS:** None.

11
 12 **13. ACTING CITY MANAGER COMMENTS:** None.

13
 14 The Commission and staff continued the discussion regarding workshopping Ordinance No. 31-2006.
 15 Mr. Denny stated that there is a Workshop scheduled for Monday, September 23, 2013, and staff was to
 16 provide suggestions as to what a lobbyist would work on for Deltona in Tallahassee and items that staff
 17 would like to see on a Request for Proposal (RFP) for a lobbyist. He stated that staff was going to
 18 prepare a list of items to share with the Commission that the Commission could add to or take away
 19 from.

20
 21 The Commission and staff discussed reviewing just Ordinance No. 31-2006, concession contracts and
 22 the Dewey O. Boster Sports Complex contract at the workshop, the Commission being provided with
 23 emailed copies of the Ordinance and all parks contracts by Thursday, September 18, 2013, that any
 24 changes to the Ordinance would apply to all Deltona parks, and where to place the park concession
 25 issue on the Agenda. Also discussed was public attendance at Workshops, the seating limitations of the
 26 second floor conference room, and perhaps having a limited amount of representative form each non-
 27 profit organization interested in the Workshop topic on Ordinance No. 31-2006 being in attendance due
 28 to limited seating.

29
 30 **After discussion, the Commission concurred to add the issue of updating Ordinance No. 31-2006,**
 31 **Chapter 22, Article VI. Street Vendors, Section 187. Prohibited Acts, and reviewing current**
 32 **Parks and Recreation contracts as the first Agenda topic on the Commission Workshop**
 33 **scheduled for Monday, September 23, 2013.**

34
 35 **14. ADJOURNMENT:**

36
 37 There being no further business, the meeting adjourned at 8:52 p.m.

38
 39
 40
 41
 42 _____
John Masiarczyk Sr., Mayor

43 **ATTEST:**

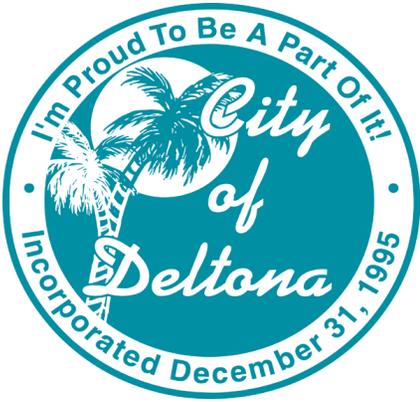
44
 45
 46
 47
 48 _____
Mitch Honaker, Deputy City Clerk

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Super Star Certificates
- Student Achievements



City of Deltona

September, 2013

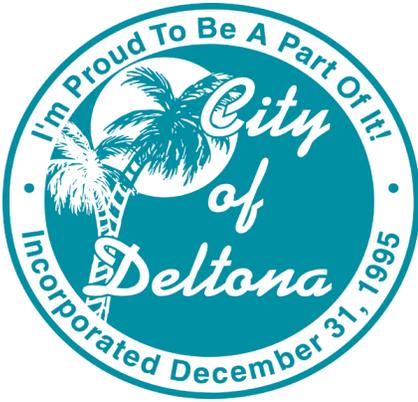
Superstar Student of the Month

Zhayre, 5th Grade

Discovery Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

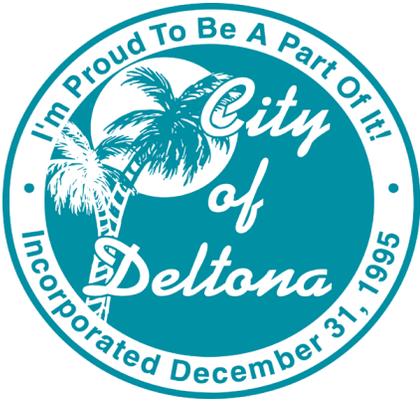
Superstar Student of the Month

Sarah Grisetti, 4th Grade

Enterprise Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

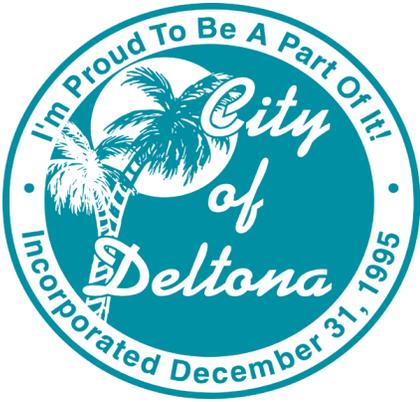
Superstar Student of the Month

Bella Siracusa, 5th Grade

Friendship Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

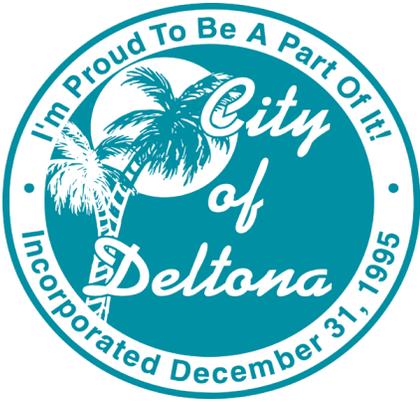
Superstar Student of the Month

Kailey Poole, 5th Grade

Pride Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

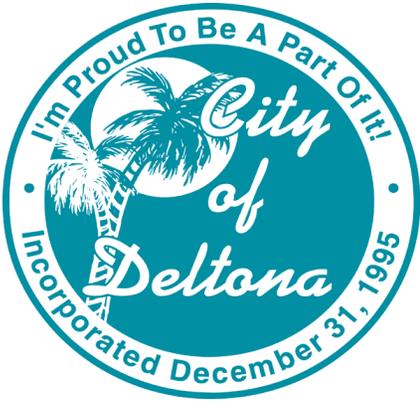
Superstar Student of the Month

Abby Usher, 5th Grade

Sunrise Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

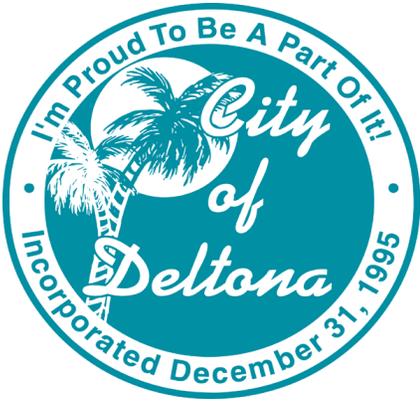
Superstar Student of the Month

Madison Sullivan, 4th Grade

Timbercrest Elementary School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

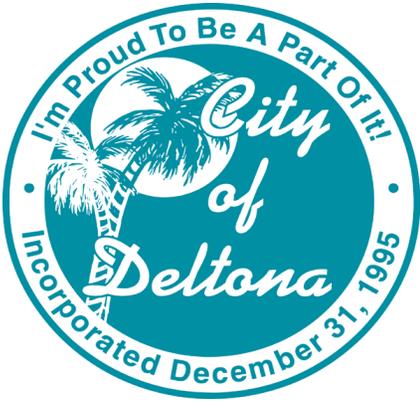
Superstar Student of the Month

Kierra Bennett, 8th Grade

Galaxy Middle School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

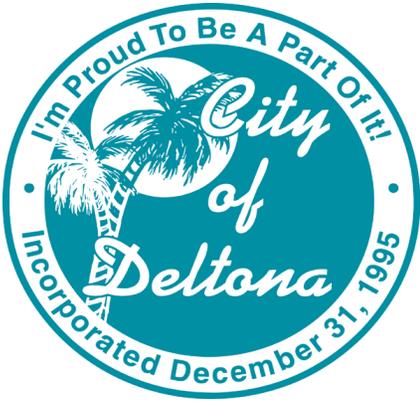
Superstar Student of the Month

Faylis Collazo, 6th Grade

Heritage Middle School

October 7, 2013

John Masiarczyk, Mayor



City of Deltona

September, 2013

Superstar Student of the Month

Olivia Noboa, 1 1th Grade

Deltona High School

October 7, 2013

John Masiarczyk, Mayor

Super Star Students Read File – Aug/Sept. presented on October 7, 2013.

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Mrs. Wotton	Discovery Elementary	Zhayre Ramos	5th	<p>Zhayre Ramos, a 5th grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence; always working hard on her assignments and putting in 100% effort. • Kindness: Zhayre helps others in class and is a very kind student. • She is polite and respectful.
Mrs. Barry	Enterprise Elementary	Sarah Griscti	4th	<p>Sarah Griscti, a 4th grade student from Enterprise Elementary, is receiving a Super Star Certificate for:</p> <ul style="list-style-type: none"> • Being a conscientious student and a leader. • She is considerate and disciplined. • Sarah is intelligent, and capable, and has a positive attitude.
Mrs. Pohl	Friendship Elementary	Bella Siracusa	5th	<p>Bella Siracusa, a 5th grade student from Friendship Elementary, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence; she is maintaining Straight A's. • She is responsible, as demonstrated in her performance as a Safety Patrol. • Bella helps other in class as a peer tutor, and is always ready to offer assistance in a kind and friendly way.
Mr. Churms	Pride Elementary	Kailey Poole	5th	<p>Kailey Poole, a 5th grade student from Pride Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Having good academic grades. • Being a model Safety Patrol. • Demonstrating responsibility and a positive attitude at all times. • Kailey helps with kindergarteners in the morning and afternoon, keeping them safe and comfortable.

Mrs. Willis	Sunrise Elementary	Abby Usher	5th	<p>Abby Usher, a 5th grade student from Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Being an exemplary role model and a natural leader. • Critical thinking is one of her strengths. She wants the proof, clarification, and explanation that demonstrates a deep level of understanding. • Abby sets her personal goals and expectations very high and always does her best to achieve those goals. • She demonstrates a high level of respect for her peers and adults through her attitude and actions every day.
Mrs. Ventura	Timbercrest Elementary	Madison Sullivan	4th	<p>Madison Sullivan, a 4th grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Always being prepared for class. • Never missing a homework assignment. • Always being kind, respectful, and helpful to all students in the room. • For offering to help others and the teacher when her work is completed. • Madison is a natural leader!
Ms. Laukaitis	Galaxy Middle	Kierra Bennett	8th	<p>Kierra Bennett, a 8th grade student from Galaxy Middle School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Going above and beyond what is expected of students; her attention to detail is impeccable. • She frequently responds to questions in class, assists other students who are struggling, and is always volunteering to help out with classroom administrative tasks. • Kierra is in the AVID program and is a leader in that program.

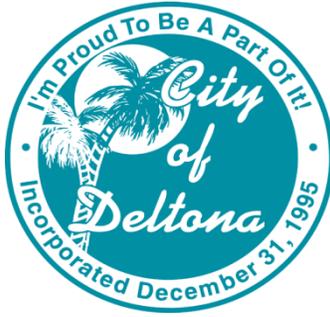
Mrs. Bise	Heritage Middle	Jaylis Collazo	6th	<p>Jaylis Collazo, a 6th grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Always being willing to assist others who may be struggling in class. • Being responsible. • She is an ESOL student who works very hard to achieve goals given to her. • Jaylis is very helpful; she always asks her teacher what she can do to assist her.
Teresa Snyder	Deltona High	Olivia Noboa	11th	<p>Olivia Noboa, a 11th grade student from Deltona High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Being a student athlete. • She has managed to maintain a 3.5 weighted GPA even while playing soccer for DHS, as well as playing club soccer (year round). • Olivia has a vested interest in DHS and is involved with Varsity Link Crew, Rho Kappa, Seta, SDD, and Key Club and holds an office in DECA (Vice-President) and SGA (Secretary).



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Proclamation - Fire Prevention Week October 6-12, 2013

LOCATION:	N/A
BACKGROUND:	Because the City of Deltona is committed to ensuring the safety and security of all those living in and visiting our City, the City proclaims October 6-12, 2013, as Fire Prevention Week.
ORIGINATING DEPARTMENT:	City Manager's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	N/A - Proclamation only.
POTENTIAL MOTION:	N/A - Proclamation only.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Fire Prevention Week Proclamation



WHEREAS, the City of Deltona is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,500 people in the United States in 2011, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 370,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 156,000 annually between 2007 and 2011; and two of every five home fires start in the kitchen; and unattended equipment was a factor in one-third of the reported cooking fires; and

WHEREAS, 57% of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Deltona residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops, and ensure they have working smoke alarms installed in their homes; and

WHEREAS, Deltona's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, We, the Mayor and Commissioners of the City of Deltona, do hereby proclaim October 6-12, 2013, as Fire Prevention Week throughout the city, and urge all the people of Deltona to check their kitchens for fire hazards, use safe cooking practices and check and change the batteries in their smoke alarms during Fire Prevention Week 2013, and to support the many public safety activities and efforts of Deltona's fire and emergency services.

"FIRE PREVENTION WEEK"

EXECUTED this 7th day of October, 2013.

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - C
SUBJECT: Presentation to Cassie Niemiece for Outstanding Assistance to her Neighborhood.

LOCATION:	N/A
BACKGROUND:	<p>Cassie Niemiec, a resident of Chapel Drive, who belongs to the Chapel Drive Neighborhood Watch, is being recognized for voluntarily going above and beyond assisting her neighbors on East Chapel Drive and Lynn River Drive.</p> <p>Every week she edges, not only the sidewalks on these streets, but along the road side also. She also takes it upon herself to mow her neighbors lawns when they are out of town. She won't ask anyone if they want it done because she said they would only say no. When asked why she does this she says, "I want the neighborhood to look nice and neat and I want to do what I can to help."</p>
ORIGINATING DEPARTMENT:	Deputy City Manager
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	N/A - Presentation Only.
POTENTIAL MOTION:	N/A - Presentation Only.

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Certificate-Cassie Niemiec

Certificate of Recognition



Presented to

Cassie Niemiec

In recognition for all of your long hours and hard work in helping your neighbors beautify the East Chapel Drive and Lynn River Drive area.

October 7, 2013

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for approval to award Bid # PW 13-15 for As Needed Asphalt Paving and Resurfacing.

LOCATION:	N/A
BACKGROUND:	<p>Purchasing solicited a bid seeking qualified vendors to provide services that may typically include but that are not limited to Asphalt Paving and Resurfacing for City streets on an annual, as needed basis.</p> <p>Three firms submitted bids based on the scope of work:</p> <ol style="list-style-type: none">1. Halifax Paving \$79.50 per ton2. Masci Corporation \$97.00 per ton3. P & S Paving \$82.50 per ton <p>Staff have analyzed the bids submitted. Based on overall pricing per ton, staff requests approval that Halifax Paving be used to provide these services as needed for an initial period of one year with the option to renew for three additional one year periods.</p>
ORIGINATING DEPARTMENT:	Public Works/Deltona Water
SOURCE OF FUNDS:	Transportation Fund
COST:	Not to exceed \$500,000 in the FY13/14. and, as budgeted and not to exceed Commission appropriated funds for each additional fiscal year during the remaining terms of the contract.
REVIEWED BY:	Public Works Director, Acting City Manager
STAFF RECOMMENDATION	Gerald Chancellor, Public Works Director - Request is being

PRESENTED BY:

made to approve award of this service to Halifax Paving to be utilized as needed for an agreement period of one (1) year with the option to renew for three (3) additional one (1) year periods at an annual cost not to exceed \$500,000 in the FY 13/14 and not to exceed the Commission appropriated funds for each additional fiscal year during the remaining terms of the contract.

POTENTIAL MOTION:

"I move to approve award to Halifax Paving to be utilized as needed for an agreement period of one (1) year with the option to renew for three (3) additional one (1) year periods at an annual cost not to exceed \$500,000 in the FY 13/14 and not to exceed the Commission appropriated funds for each additional fiscal year during the remaining terms of the contract."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Overview of Findings
- Agreement
- Bid Tabulation
- Halifax Paving Submittal
- Masci Corp Submittal
- P & S Paving Submittal
- Original Solicitation

Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 13-15
As Needed Asphalt Paving and Resurfacing

Solicited: July 3, 2013
Addendums issued: 0 total
Bid due date: August 8, 2013

A bid solicitation was completed for As Needed Asphalt Paving and Resurfacing. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 304 Vendors
Number of planholders that downloaded the solicitation: 17 Vendors
Number of Contractors that submitted bids: 3 Contractors

The following Contractors submitted bid responses for the following prices in furnishing, hauling and spreading of S-III Asphalt:

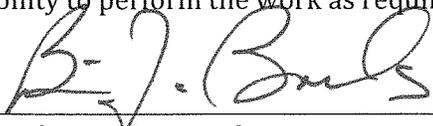
Vendor	Category 1 pricing
• Halifax Paving, Inc.	\$ 79.50 per ton
• Masci Corporation	\$ 97.00 per ton
• P & S Paving	\$ 82.50 per ton

After review of the bids submitted, it was noted that Halifax Paving was the lowest responsive bidder at \$79.50 per ton to furnish, haul and spread S-III asphalt. Their submittal had all the appropriate documentation as required within the bid documents and are considered responsive and responsible.

A background check on the Florida Department of State Division of Corporations website was conducted to verify their current ability to perform work in Florida as a business, a background check as to any debarment issues, as well as verification of their current Contractors License from the Florida DBPR website.

References have been conducted Volusia County and with Staff here at the City of Deltona. They have been recognized as having the experience needed to perform the work required. They have performed multiple jobs for the City of Deltona and we have been satisfied with their work. They are a local firm from within Volusia County.

Based on the policy and procedures of the City of Deltona and the selection process in which we are to follow. Recommendation of award is going to be made by City of Deltona Staff to award this bid to Halifax Paving. This is based on their low bid of S-III asphalt, responsiveness in their bid, the past experiences with this type of work and the ability to perform the work as required in the bidding documents.



Purchasing Approval

8-9-13
Date



PW Director Approval

8/12/13
Date



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Detail by Entity Name

Florida Profit Corporation

HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	591233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

814 HULL ROAD
ORMOND BEACH, FL 32174

Changed: 01/04/2010

Mailing Address

P O BOX 730549
ORMOND BCH, FL 32173

Changed: 03/11/1997

Registered Agent Name & Address

DURRANCE, THOMAS A
60 JILL ALISON CIRCLE
ORMOND BEACH, FL 32176

Name Changed: 10/25/2011

Address Changed: 10/25/2011

Officer/Director Detail

Name & Address

Title D

CONROY, IRENE EMRS.
461 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title STD

DURRANCE, LEONARD CMR
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VD

DURRANCE, JOSEPH LMR.
3 CLIFFWOOD CIRCLE
ORMOND BEACH, FL 32174

Title PD

DURRANCE, THOMAS AMR.
60 JILL ALISON CIRCLE
ORMOND BEACH, FL 32176

Title D

DURRANCE, JO LYNN MRS.
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title Asst. Secretary, Asst. Treasurer

DURRANCE, AMANDA L
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
2011	02/17/2011
2012	01/09/2012
2013	02/13/2013

Document Images

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Licensee Details

Licensee Information

Name:	DURRANCE, THOMAS AUSTIN (Primary Name) HALIFAX PAVING INC (DBA Name)
Main Address:	60 JILL ALISON CIRCLE ORMOND BEACH Florida 32176
County:	VOLUSIA
License Mailing:	
LicenseLocation:	814 HULL RD ORMOND BEACH FL 32174
County:	VOLUSIA

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1510308
Status:	Current,Active
Licensure Date:	12/19/2005
Expires:	08/31/2014

Special Qualifications	Qualification Effective
Construction Business	12/19/2005

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1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

**AGREEMENT BETWEEN
CITY OF DELTONA, FLORIDA AND
HALIFAX PAVING, INC.
FOR AS NEEDED ASPHALT PAVING AND RESURFACING SERVICES
PER ITB # PW 13-15**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and HALIFAX PAVING, INC., duly authorized to conduct business in the State of Florida, whose principal address is 814 Hull Road, Ormond Beach, Florida 32174, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related As Needed Asphalt Paving and Resurfacing Services, per ITB No PW 13-15. The work generally involves all work as described in the bid documents, specifications, drawings and any addendum issued for this project; and

WHEREAS, ITB # PW 13-15 did seek firms or individuals qualified to provide professional As Needed Asphalt Paving and Resurfacing Services; and

WHEREAS, the Contractor desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, City hereby engages Contractor to provide professional As Needed Asphalt Paving and Resurfacing Services per ITB # PW 13-15, attached hereto and incorporated herein by reference, and Contractor's Proposal dated August 8, 2013.

2.2 The services, as described in ITB # PW 13-15, to be rendered by the Contractor, shall be for one (1) year, with three (3) one year renewal periods, upon written acceptance by the City prior to each successive renewal.

2.3 The services to be rendered by the Contractor shall include all labor, materials and incidentals necessary to perform all work indicated and specified in the ITB documents.

2.4 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

Article 3. Compensation

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided at the cost as indicated on the attached pricing sheet described as Exhibit A, attached hereto and incorporated herein by reference. Fees for any additional work needed will be agreed upon prior to any service being completed.

3.2 Payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- 3.2.1 A timely submission of properly certified invoices, in strict accordance with the prices and delivery elements as stipulated in the purchase order document, submitted to the Finance Department at the address stipulated on the Purchase Order.
- 3.2.2 All invoices submitted shall consist of an original and one (1) copy; clearly reference the purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; and be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- 3.2.3 The invoice shall contain the Proposer's Federal Employer Identification Number.
- 3.2.4 The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the ITB Response Form.

3.3 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Contractor hereby agrees that the total cost, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

3.4 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. City Responsibilities

4.1 City shall promptly review the deliverables and other materials submitted by Contractor and provide direction to Contractor as needed. City shall designate one City staff member to act as City's Project Administrator and/or Spokesperson.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

5.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

5.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company

or companies authorized to do business in the State of Florida and rated “Class A” or better by A. M. Best or some other form of assurance approved by the City’s Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage limits fully available during the entire contract period:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (D) Additional Requirements:

(1) **City of Deltona shall be named and endorsed as an additional insured on the General liability policy.**

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to

the extent of Contractors negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Contractor shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

5.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, defend and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

5.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

5.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

5.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

5.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

5.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a

contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

6.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or

applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 7. Severability

7.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:
 Thomas Durance
 President
 Halifax Paving, Inc.
 814 Hull Road
 Ormond Beach, Florida 32174

If to City:
 Gerald Chancellor
 Public Works Director
 City of Deltona
 2345 Providence Blvd.
 Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement consists of the following:

This Agreement
 Notice of Award
 ITB Documents
 Addendum, if any
 Contractor's Proposal
 Exhibit A

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE RAFTERY
City Clerk

WILLIAM "DAVE" DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney

ITEMIZED BID TABULATION FOR ITB # PW 13-15 - AS NEEDED ASPHALT PAVING AND RESURFACING

ROADWAY ITEMS			Halifax Paving	Masci Corporation	P & S Paving
ITEM	DESCRIPTION	Unit	Unit Price	Unit Price	Unit Price
1	Furnish S-III Asphalt -Including hauling and spreading by an approved spreader - to include all labor and materials including tack coat (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50	\$ 97.00	\$ 82.50
2	SOD - Bahia	Sq. Ft.	\$ 0.20	\$ 1.97	\$ 0.35
3	SOD - St. Augustine	Sq. Ft.	\$ 0.32	\$ 2.85	\$ 0.50
4	Hay or Straw Bailed	Each	\$ 6.00	\$ 50.00	\$ 5.75
5	Silt Fence Staked	LF	\$ 1.00	\$ 1.75	\$ 1.75
6	Replacing Mailbox	Each	\$ 225.00	\$ 200.00	\$ 275.00
7	Traffic Stripe Skip (6" Yellow, 10' x 30')	LF	\$ 0.40	\$ 1.20	\$ 0.30
8	Traffic Stripe Skip (6" White, 6' x 10')	LF	\$ 0.40	\$ 1.20	\$ 0.30
9	Traffic Stripe Skip (6" Yellow, 6' x 10')	LF	\$ 0.45	\$ 1.20	\$ 0.30
10	Traffic Stripe Solid (12" White)	LF	\$ 0.90	\$ 3.00	\$ 1.00
11	Traffic Stripe Solid (24" White)	LF	\$ 1.80	\$ 4.50	\$ 1.95
12	Traffic Stripe Solid (6" White)	LF	\$ 0.30	\$ 1.20	\$ 0.18
13	Traffic Stripe Solid (6" Yellow)	LF	\$ 0.30	\$ 1.20	\$ 0.21
14	Pavement Arrow-Single	Each	\$ 25.00	\$ 97.00	\$ 25.00
15	Letters, Words & Symbols (School Message)	Character	\$ 30.00	\$ 14.00	\$ 10.00
16	Raised Reflective Markers	Each	\$ 4.25	\$ 7.70	\$ 3.85
17	Milling 1"	Sq. Yd	\$ 1.25	\$ 2.00	\$ 1.40
18	Milling 1 1/2"	Sq. Yd	\$ 1.35	\$ 2.40	\$ 1.40
19	Milling 2"	Sq. Yd	\$ 1.45	\$ 2.95	\$ 1.40
20	ADA Ramps	Each	\$ 500.00	\$ 1,482.00	\$ 1,750.00
21	Traffic Control Loop F&I (Type A)	Each	\$ 620.00	\$ 1,704.00	\$ 1,000.00
22	Traffic Control Loop F&I (Type B)	Each	\$ 600.00	\$ 1,402.00	\$ 1,100.00
23	Traffic Control Loop F&I (Type F)	Each	\$ 700.00	\$ 1,837.00	\$ 1,350.00
24	Thermoplastic - Traffic Stripe Skip (6" Yellow, 10' x 30')	LF	\$ 0.65	\$ 3.00	\$ 0.95
25	Thermoplastic - Traffic Stripe Skip (6" Yellow, 6' x 10')	LF	\$ 0.40	\$ 3.00	\$ 0.95
26	Thermoplastic - Traffic Stripe Solid (12" White)	LF	\$ 0.45	\$ 3.00	\$ 0.95
27	Thermoplastic - Traffic Stripe Solid (24" White)	LF	\$ 0.90	\$ 4.00	\$ 3.55
28	Thermoplastic - Traffic Stripe Solid (6" Yellow)	LF	\$ 2.10	\$ 5.90	\$ 5.50
29	Thermoplastic - Traffic Stripe Solid (6" White)	LF	\$ 0.65	\$ 3.00	\$ 0.75
30	Thermoplastic - Traffic Stripe Solid (6" Yellow)	LF	\$ 0.65	\$ 3.00	\$ 0.85
31	Thermoplastic - Pavement Arrow - Single	Each	\$ 75.00	\$ 98.00	\$ 60.00
32	Thermoplastic - Letters, Words & Symbols (School Message)	Character	\$ 175.00	\$ 50.00	\$ 32.50
33	Thermoplastic - Raised Reflective Markers	Each	\$ 4.25	\$ 7.70	\$ 3.85
34	Furnish S-I Asphalt Only - Including hauling and spreading by an approved spreader - to include all labor and materials including tack coat (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50	\$ 95.00	\$ 79.50
35	Furnish S-II Asphalt Only - Including hauling and spreading by an approved spreader - to include all labor and materials including tack coat (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50	\$ 97.00	\$ 79.50



ITB # PW 13-15 As Needed Asphalt Paving and Resurfacing

Required Forms Packet

1. The following eleven (11) forms are required and are to be filled out completely and submitted with your bid as per the instructions within the solicitation documents. All forms shall be submitted as required by the bidding documents under section "Submittals".
2. All addenda (signed and dated).

Bidding companies shall submit two (2) COMPLETE SETS (one [1] original, one [1] electronic copy (CD)) of the Bid submittal.

Please be sure to include the ITB name and number, as well as your firm's name, address and phone number, on the outermost envelope. Failure to provide all of the required submittals may result in the bid submittal to be considered non-responsive and rejected.

BID RESPONSE FORM

Bid of HALIFAX PAVING, INC., hereinafter called "Bidder", a CORPORATION doing business as HALIFAX PAVING, INC. to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the construction of:

City of Deltona
 BID #PW 13-15
 As Needed Asphalt Paving and Resurfacing

having examined the bid documents and the scope of work, and being familiar with all of the conditions surrounding the services to be provided including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions, and Information for Bidders.

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

BASE BID: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

SCHEDULE OF BID PRICES

Category 1 – There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	UNIT PRICE per TON
1	FURNISH S-III ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	TON	\$ 79.50

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Category 2 - OPTIONAL ITEMS - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	PRICE PER UOM
2	SOD - Bahia	Sq. Ft	\$.20
3	SOD - St. Augustine	Sq. Ft	\$.32
4	Hay or Straw Baled	EA.	\$ 6.00
5	Silt Fence Staked	LF	\$ 1.00
6	Replacing Mailbox	EA	\$ 225.00
7	Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$.40
8	Traffic Strip Skip (6" White, 6'x10')	LF	\$.40
9	Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$.45
10	Traffic Stripe Solid (12" White)	LF	\$.90
11	Traffic Stripe Solid (24" White)	LF	\$ 1.80
12	Traffic Stripe Solid (6" White)	LF	\$.30
13	Traffic Stripe Solid (6" Yellow)	LF	\$.30
14	Pavement Arrow-Single	EA	\$ 25.00
15	Letters, Words & Symbols (School Message)	Character	\$ 30.00
16	Raised Reflective Markers	EA	\$ 4.25
17	Milling 1"	Sq. Yd	\$ 1.25
18	Milling 1 1/2"	Sq. Yd	\$ 1.35
19	Milling 2"	Sq. Yd	\$ 1.45

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Category 2 - OPTIONAL ITEMS - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	PRICE PER UOM
2	SOD - Bahia	Sq. Ft	\$.20
3	SOD - St. Augustine	Sq. Ft	\$.24
4	Hay or Straw Baled	EA.	\$ 7.50
5	Silt Fence Staked	LF	\$ 1.00
6	Replacing Mailbox	EA	\$ 225.00
7	Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$.40
8	Traffic Strip Skip (6" White, 6'x10')	LF	\$.37
9	Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$.42
10	Traffic Stripe Solid (12" White)	LF	\$.90
11	Traffic Stripe Solid (24" White)	LF	\$ 1.80
12	Traffic Stripe Solid (6" White)	LF	\$.30
13	Traffic Stripe Solid (6" Yellow)	LF	\$.30
14	Pavement Arrow-Single	EA	\$ 20.00
15	Letters, Words & Symbols (School Message)	Character	\$ 25.00
16	Raised Reflective Markers	EA	\$ 4.00
17	Milling 1"	Sq. Yd	\$ 1.25
18	Milling 1 1/2"	Sq. Yd	\$ 1.50
19	Milling 2"	Sq. Yd	\$ 1.50

20	ADA Ramps	Each	\$ 500.00
21	Traffic Control Loop F& I (Type A)	Each	\$ 620.00
22	Traffic Control Loop F& I (Type B)	Each	\$ 600.00
23	Traffic Control Loop F& I (Type F)	Each	\$ 700.00
24	Thermoplastic - Traffic Strip Skip (6" Yellow,10'x30')	LF	\$.65
25	Thermoplastic - Traffic Strip Skip (6" White, 6'x10')	LF	\$.40
26	Thermoplastic - Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$.45
27	Thermoplastic - Traffic Stripe Solid (12" White)	LF	\$.90
28	Thermoplastic - Traffic Stripe Solid (24" White)	LF	\$ 2.10
29	Thermoplastic - Traffic Stripe Solid (6" White)	LF	\$.65
30	Thermoplastic - Traffic Stripe Solid (6" Yellow)	LF	\$.65
31	Thermoplastic - Pavement Arrow-Single	Each	\$ 75.00
32	Thermoplastic - Letters, Words & Symbols (School Message)	Character	\$ 175.00
33	Thermoplastic - Raised Reflective Markers	Each	\$ 4.25
34	FURNISH S-I ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50
35	FURNISH S-II ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50

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The unit prices provided above shall include all labor, materials, overhead, profit, insurance, etc., to cover the work required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Respectfully submitted:

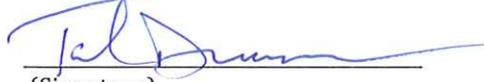
By: HALIFAX PAVING, INC.
(Business Name)

(SEAL - if bid is by corporation)



814 HOLL ROAD
(Business Address)

ORMOND BEACH, FL 32174
(Business City, State, Zip Code)


(Signature)

THOMAS A. DURRANCE
(Printed Name)

PRESIDENT
(Title)

BIDDER'S INFORMATION FORM

Bidder (Company) Name: HALIFAX PAVING, INC.	F. E. I. N. or SS Number: 59-1233559
Mailing Address: P.O. Box 730549	Street Address: 814 Hull Road
City, State, Zip: ORMOND BEACH, FL 32173-0549	City, State, Zip: ORMOND BEACH, FL 32174
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;">Corporation</div> <div style="text-align: center;">Partnership</div> <div style="text-align: center;">Proprietorship</div> </div> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Joint Venture </div>	I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. <div style="text-align: center; margin-top: 20px;"> X </div> <div style="text-align: center; margin-top: 5px;"> Authorized Signature (Manual) </div>
Incorporated in the State of: Year: FLORIDA 1968	Typed or Printed Name: THOMAS A. DURRANCE
Telephone Number: (386) 676-0200	Title: PRESIDENT
Fax Number: (386) 676-0803	
Contact name: THOMAS A. DURRANCE	
Contact Email info: HALIFAXPAVING@CFL.RR.COM	

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NON COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA

COUNTY OF VOLUSIA

THOMAS A. DURRANCE, being first duly sworn deposes and says that:

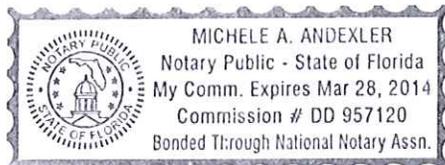
1. He/She is the PRESIDENT of HALIFAX PAVING, INC., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]
THOMAS A. DURRANCE, PRESIDENT

Sworn and subscribed to before me this 8TH day of AUGUST, 2013, in the State of FLORIDA,
County of VOLUSIA.

[Signature] Notary Public

My Commission expires:



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CORPORATE RESOLUTION FORM

I, LEONARD C. DURRANCE, Secretary of HALIFAX PAVING, INC., a Corporation organized and existing under the laws of the State of FLORIDA, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on JUNE 28, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to THE CITY OF DELTONA for the construction of ITB # PW 13-15

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>THOMAS A. DURRANCE</u>	<u>PRESIDENT</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 8TH day of AUGUST, 20 13

Leonard C. Durrance, SECRETARY

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BIDDER'S CERTIFICATION FORM

I have carefully examined the Item to Bid, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Item to Bid at the prices and rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the bid documents and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other bidder interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: *Tom Durran*

Signature

THOMAS A. DURRANCE, PRESIDENT
Name & Title, Typed or Printed

P.O. Box 730549
Mailing Address

ORMOND BEACH, FL 32173
City, State, Zip Code

(386) 676-0200
Telephone Number

Sworn to and subscribed before me

This 8TH day of
AUGUST, 2013

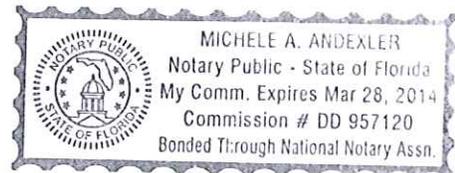
Michelle A Andry Jr
Signature of Notary

Notary Public, State of FLORIDA

Personally known

-OR-

Produced Identification _____



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DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

HALIFAX PAVING, INC. does:
(Name of Business)

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

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



Signature

THOMAS A. DURRANCE, PRESIDENT
Print Name and Title

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by THOMAS A. DURRANCE, PRESIDENT
(Individual's name and title)

For HALIFAX PAVING, INC.
(Name of entity submitting sworn statement)

Whose business address is 814 HULL ROAD ORMOND BEACH, FL
32174

And (if applicable) its Federal Employer Identification Number (FEIN) is 59-1233559
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

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(Continued)

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

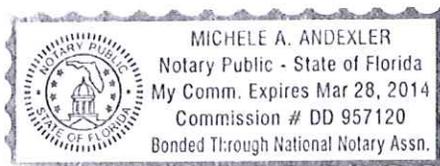
Tom Durrance
SIGNATURE
8-8-13
DATE

State of FLORIDA
County of VOLUSIA

Personally appeared before me, the undersigned authority, THOMAS A. DURRANCE (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 8th day of AUGUST, 2013.

Michele A. Andexler
NOTARY PUBLIC

My commission expires:



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HOLD HARMLESS AND INDEMNITY AGREEMENT

HALIFAX PAINTING, INC. agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

Tom Durrance
CONTRACTOR
THOMAS A. DURRANCE, PRESIDENT

8-8-13
DATE



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References Form

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

References are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted.

References which are located in foreign countries are not acceptable.

1. Project Name: SEE ATTACHED
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

2. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

3. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

4. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

References continued

5. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

6. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

7. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

8. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

PROJECT NAME	OWNERS INFORMATION	CONTRACT AMOUNT	COMPLETION DATE
OMARDON MUNICIPAL TAXIWAY ALPHA RECONSTRUCTION	HOTTE, TANNER & ASSOCIATES SE E MITCHELL HAMMOCK ROAD, SUITE 200 OVIDO, FL 32765, DOUG NORMAN, 407-380-1830	\$2,140,082.00	May-13
PALATKA AIRPORT TAXIWAY 'C' PAVEMENT & DRAINAGE REHAB	PASSERIO & ASSOCIATES 13453 N. MAIN STREET, SUITE 104 JACKSONVILLE, FL 32218, ANDREW HOLESKO, 904-757-6106	\$993,020.00	June-13
OSIA RUNWAY 9L-27R EXTENSION	SANFORD AIRPORT AUTHORITY 1200 RED CLEVELAND BLVD, SANFORD, FL 32773, LARRY DALE 407-585-4000	\$14,476,294.00	May-13
PALATKA AIRPORT RUNWAY 9-27 REHABILITATION DBA PARCEL 71	PASSERIO & ASSOCIATES 13453 N. MAIN STREET, SUITE 104 JACKSONVILLE, FL 32218, ANDREW HOLESKO, 904-757-6106	\$3,821,521.00	August-12
PALATKA AIRPORT TAXIWAY 'B'	COUNTY OF VOLUSIA 123 W. INDIANA AVE, DELAND, FL 32720 386-257-6000	\$1,169,006.00	June-12
PALATKA AIRPORT RUNWAY 12-35	PASSERIO & ASSOCIATES 13453 N. MAIN STREET, SUITE 104 JACKSONVILLE, FL 32218, ANDREW HOLESKO, 904-757-6106	\$815,485.00	January-11
MELBOURNE INTERNATIONAL AIRPORT	PASSERIO & ASSOCIATES 13453 N. MAIN STREET, SUITE 104 JACKSONVILLE, FL 32218, ANDREW HOLESKO, 904-757-6106	\$1,380,877.00	March-10
ST. AUGUSTINE AIRPORT TAXIWAY 'B'	AIRPORT ENGINEERING COMPANY 3612 MCLEAN AVENUE ROCKLEDGE, FL 32955, BRIAN PENDELTON, 321-633-3034	\$773,560.00	June-10
DBA TAXIWAY 'N'	PASSERIO & ASSOCIATES 13453 N. MAIN STREET, SUITE 104 JACKSONVILLE, FL 32218, ANDREW HOLESKO, 904-757-6106	\$2,352,976.00	April-10
DBA PERIMETER SERVICE ROAD PHASE 2	COUNTY OF VOLUSIA 123 W. INDIANA AVE, DELAND, FL 32720 386-257-6000	\$2,218,221.00	January-07
EMAU AIRCRAFT WASHDOWN APRON	COUNTY OF VOLUSIA 123 W. INDIANA AVE, DELAND, FL 32720 386-257-6000	\$856,094.00	September-06
DBA PERIMETER SERVICE ROAD PHASE 1	EMBRY HIDDLE AERONAUTICAL UNIVERSITY 600 S. CLYDE MORRIS BLVD, DANTONA BEACH, FL 32124, CHRIS HARDESTY, 386-226-6000	\$149,539.00	March-05
	COUNTY OF VOLUSIA 123 W. INDIANA AVE, DELAND, FL 32720 386-257-6000	\$1,933,425.00	December-06

9. a. Active Contracts

Project Name and Contract Numbers	Owners' Name & Address Contact Person, Telephone Number & E-mail Address	Scope of Work Performed By Your Company	Contract Amount	Estimate Completion Date	Name of Surety
1 Clyde Morris Blvd Volusia County Annual Tonnage	County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608 Todd Buckles, 386/736-5967, ext.2468, tbuckles@co.volusia.fl.us County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608 Todd Buckles, 386/736-5967, ext.2468, tbuckles@co.volusia.fl.us	Road Building	\$ 9,525,540.00	Mar-09	Western Surety
2 Halifax Medical Center	Robins & Morton, 425 N. Clyde Morris Blvd, Daytona Beach, FL 32114 Alan Johnson 386/255-7907, aljohnson@robinsmorton.com	Road Resurfacing	\$ 1,818,566.00	Jul-09	NA
3 Normandy Blvd	Bowyer-Singleton & Assoc., 520 S. Magnolia Ave., Orlando, FL 32801 Jim Waggoner, 407/843-5120 ext.3213, jwaggoner@bsaorl.com	Site Development	\$ 4,472,093.00	Jul-09	Western Surety
4 Victor Posner City Center	Kison & Partners, 4500 PGA Blvd, Ste #400, Palm Beach Gardens, FL 33418 Gimny Feiner, 561/721-2938, vfeiner@kisonpartners.com	Road Building	\$ 7,512,403.00	Jul-09	Western Surety
5 Belle Terre Pkwy	Dick Corporation, 4865 Palm Coast Pkwy, Ste#1, Palm Coast, FL 32137 Ray Farcus, 386/446-7559, rfarcus@ddickcorp.com	Site Development	\$ 9,090,717.00	Apr-09	Western Surety
6 Debarry Avenue Bypass	County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608 Todd Buckles, 386/736-5967, ext.2468, tbuckles@co.volusia.fl.us	Road Building	\$ 26,567,130.00	Apr-10	Western Surety
7 Calvary Christian Center	R Messner Construction, 3122 N. Cypress, Ste#500, Wichita, KS 67226 Chad Heitman, 316/634-1332, chadheitman@messner.com	Road Building	\$ 7,639,867.00	Aug-09	Western Surety
8 CR305 Bridge Replacement	Leware Construction, 925 Thomas Ave., Leesburg, FL 32748-3628 Rhonda, 352/787-1616	Site Development	\$ 2,631,922.00	Apr-09	NA
9 CR309 Resurfacing	Pulnam County, P. O. Box 310, E. Palatka, FL 32121-0310 Felipe Rivera, 386/329-0646, felipe.rivera@pulnam-fl.com	Road Building	\$ 668,548.00	Dec-08	NA
10		Road Building	\$ 1,413,621.00	Feb-09	Western Surety

10. a. Completed Projects

Project Name and Contract Numbers	Owners' Name & Address Contact Person, Telephone Number & Email Address	Scope of Work Performed By Your Company	Contract Amount	Estimate Completion Date
Volusia County Annual Tonnage	County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608 Todd Buckles, 386/736-5967; ext.2468; tbuckles@co.volusia.fl.us	Road Resurfacing	\$ 1,818,566.00	Jul-09
Belle Terre Pkwy	Ray Farcus, 386/446-7559, rfarcus@dlkcorp.com County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608	Road Building	\$ 26,567,130.00	Oct-10
Debary Avenue Bypass	Todd Buckles, 386/736-5967; ext.2468, tbuckles@co.volusia.fl.us Brevard County, 2725 Judge Fran Jamieson Way, Viera, FL 32940	Road Building	\$ 7,639,867.00	Jul-10
Causeway Extension	Harriet Raymond R. Messner Construction, 3122 N. Cypress, Ste#500, Wichita, KS 67226	Road Building	\$ 7,186,046.46	Oct-10
Calvary Christian Center	Chad Helman, 316/634-1332; chadhelman@rnessner.com Robbs & Morton, 425 N. Clyde Morris Blvd, Daytona Beach, FL 32114	Site Development	\$ 2,631,922.00	Feb-10
Halifax Medical Center	Alan Johnson 386/255-7907; aljohnson@robbsmorton.com Bowyer-Singleton & Assoc., 520 S. Magnolia Ave., Orlando, FL 32801	Site Development	\$ 3,841,841.00	Oct-10
Normandy Blvd	Jim Waggoner, 407/843-5120 ext.3213; jwaggoner@bssaol.com Klison & Partners, 4500 PGA Blvd., Ste #400, Palm Beach Gardens, FL 33418	Road Building	\$ 7,512,403.00	Sep-09
Victor Posner City Center	Ginny Felner, 561/721-2998; vfelner@klisonpartners.com County of Volusia, 123 W. Indiana Ave. Deland FL 32720-4608	Site Development	\$ 9,090,717.00	Feb-09
Clyde Morris Blvd	Todd Buckles, 386/736-5967; ext.2468; tbuckles@co.volusia.fl.us The Johnson Group, 424 Luna Balla Ln., New Smyrna Beach, FL 32166	Road Building	\$ 9,525,540.00	Jun-09
Venetian Bay	Jerry Johnson, 386/424-121 AJAX Building Corporation, 7563 Phillips Hwy, Bid. 300, Ste 301 Jacksonville, FL	Site Development	\$ 20,663,140.00	Jun-07
Daytona Beach Police Facility	St. Johns County Board of County Commissioners, 2740 Industry Center Rd., St. Augustine, FL 32080	Site Development	\$ 1,152,347.00	Jan-09
Holmes Blvd Widening	Nick Perlich, 904/209-0126; nperlich@sicfl.us Flagler County, 1769 E. Moody Blvd., Bunnell, FL 32110	Road Widening	\$ 1,402,988.00	Oct-08
Matanzas Woods Pkwy	Richard Gordon, 386/437-7496; rgordon@fbcc.org	Road Building	\$ 7,651,816.00	Apr-07

Sub-Contractors and Affiliates Form

The following are a list of Sub Contractors or Affiliates that will be utilized in this contract. Use additional sheets if necessary.

- 1. Firm Name: BETTER BARRICADES, INC.
Trade: STRIPING & SIGNS
Firm Owner: ABBIE NAFF
Firm Address: 1725 TIONIA ROAD NEW SMYRNA BEACH, FL 32168
Firm Phone Number: 386-427-4971

- 2. Firm Name: TRAFFIC CONTROL DEVICES
Trade: TRAFFIC LOOPS
Firm Owner: GREG COCKMAN
Firm Address: 242 N. WESTMONTE DR. ALTAMONTE SPRINGS, FL 32714
Firm Phone Number: 407-869-5300

- 3. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

- 4. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

- 5. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

EQUIPMENT AND PERSONNEL IDENTIFIER FORM

Contractor shall identify and list below the number of staff, and all types and amounts of equipment that will be dedicated to the performance of this bid should the contractor be awarded the contract pertaining to this bid.

Number of Staff Dedicated to the City of Deltona ~~Howland Blvd. Median Tree Plantings Bid # PW 12-14~~ ^{ITB # PW 13-15} 20

DESCRIPTION OF EQUIPMENT DEDICATED TO CITY OF DELTONA FOR AS NEEDED ASPHALT PAVING AND RESURFACING BID # PW 13-15	QUANTITY OF EQUIPMENT
1. SEE ATTACHED	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

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PAVERS AND MILLING MACHINES

010	VOGELE	YARD
002	BG	TOMOKA CHRISTIAN
004	NEW VOGELLE	KSC
005	BG	YARD
006	SM MILL	KSC
007	WIDENER	YARD
008	JAGER WIDENER	YARD

GRADERS

210	HUBER	YARD
211	VOLVO	PINE LAKES
212	12G	YARD
214	12G	FDOT 528
215	12G	KSC
216	12H	SR434
217	12H	SR434
218	12H	ERAU
219	12H	PROMENADE PARK
220	12H	YARD

PANS

301	613C	SR434
302	613C	YARD
303	613C	PARTS
307	613B	YARD
308	613B	YARD
309	613C	YARD
310	613C	YARD
311	613C	PROMENADE PARK
312	613C	HAND AVE
315	613C	ERAU

DOZERS

403	D5M	BRENTWOOD
405	D6	YARD
406	D5M	ERAU
407	D5 LGP	YARD
408	D5LGP	ERAU
418	D3B	YARD TRACKS
419	D4H	FDOT 528
420	D8K	YARD
424	D7H	ERAU RESEARCH
425	650 JD	SR434
426	D6H	DOWN
428	650 JD	HAND AVE
430	D4H	YARD TRANSMISSION
432	D6H	PROMENADE PARK
433	D6R	YARD TRACKS
434	D5H	BRENTWOOD
440	D6LGP	HMC 77 ACRES
441	D6LGP	YARD TRACKS
442	450 JD	YARD TRACKS

SKID STEERS

431	CAT	HAND AVE
435	CAT	ERAU
436	CAT	DOWN ENGINE
437	CAT	YARD
438	CAT 279C	YARD
439	CAT 279C	YARD

SKID STEER ATTACHMENTS

JH-1	JACK HAMMER	YARD
BB-1	BROOM BOX	YARD
BB-2	BROOM BOX	YARD
MH-1	MILL HEAD	KSC
MH-2	MILL HEAD	PINE LAKES
GF-1	GRAPPLER	YARD
GB-1	GRAPPLER	YARD
SM-1	MOWER	YARD
SF-1	FORKS	SR434
SF-2	FORKS	YARD

LOADERS

501	950	YARD
503	JOHN DEERE	YARD
504	VOLVO L208	DREXEL HERITAGE
505	CAT 236 SKID	TOMOKA CHRISTIAN
510	930	DOWN
518	KOMATSU 380	SR434
519	966G	YARD
520	KOMATSU 380	PINE LAKES
522	KOMATSU 380	ERAU
523	966F	KSC
524	950	YARD
525	950F	KSC
526	LULL	YARD
527	CAT FORKLIFT	YARD
528	950	YARD
529	950	SR434
530	KOMATSU 380	HAND AVENUE

BACKHOES-DAGLINES-CRANES

600	VOLVO 460	YARD
603	CRANE	YARD
605	CAT 345	DOWN
609	7260 DRAGLINE	PORT ORANGE PIT
613	DYNAHOE	YARD
616	CAT 330	YARD
621	CAT 325	SR434
623	CAT 330	YARD
626	GROVE CRANE	YARD
627	416C	FDOT 528

BROOMS-MIXERS-TRACTORS

701	TRACTOR	JOHN DEERE HASTINGS
702	TRACTOR	ORMOND AIRPORT
703	BROOM	YARD
704	BROOM	YARD PARTS
705	BROOM	SR434
706	TRACTOR	YARD
707	BROOM	PINE LAKES
708	DITCH WITCH	DOWN
709	BIG MIXER	YARD
710	BIG MIXER	SR434
711	MIXER	YARD
712	MIXER	YARD
714	MIXER	YARD
716	MIXER	YARD
717	MIXER	YARD
719	JD TRACTOR	DURRANCH
720	BROOM	KSC
721	BROOM	KSC
722	BROOM	TOMOKA CHRISTIAN
723	TOW BROOM	YARD
724	PAVING BROOM	KSC

RR-1	ROLLER	KSC
RB-1	MINI EXCAV.	YARD
RB-2	MINI EXCAV.	YARD

ROLLERS

802	TRAFFIC ROLLER	ERAU
803	TRAFFIC ROLLER	TOMOKA CHRISTIAN
804	PAVING TR	SR434
805	PAVING TR	KSC
810	TRAFFIC ROLLER	YARD
811	TRAFFIC ROLLER	YARD
812	THREE WHEEL	HAND AVE
813	THREE WHEEL	YARD
816	THREE WHEEL	SR434
817	SMALL SW	PINE LAKES
818	SMALL SW	YARD
819	SMALL SW ASPH	YARD
820	SMALL VR	FDOT 528
822	VIBRATORY ROLLER	YARD
823	VIBRATORY ROLLER	YARD
824	THREE WHEEL	YARD
826	VIBRATORY ROLLER	BROWN MUSEUM
827	VIBRATORY ROLLER	YARD
828	VIBRATORY ROLLER	SR434
832	THREE WHEEL	ERAU
833	THREE WHEEL	YARD
834	VIBRATORY ROLLER	YARD
836	HAMM VR	LINDER
837	HAMM PAVING	KSC
838	HAMM PAVING	YARD
839	SW PAVING	TOMOKA CHRISTIAN
841	SW PAVING	TOMOKA CHRISTIAN
842	VIBRATORY ROLLER	ERAU
843	VIBRATORY ROLLER	HAND AVE
844	VIBRATORY ROLLER	YARD
845	VIBRATORY ROLLER	YARD

OFF ROAD TRUCKS

929	CAT 725	ERAU
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WATER TRUCKS

905	WATER TRUCK	YARD
933	WATER TRUCK	YARD
J6	WATER TRUCK	HAND AVE
J7	WATER TRUCK	YARD DOWN
J8	WATER TRUCK	FDOT 528
J9	WATER TRUCK	YARD
J10	WATER TRUCK	ERAU
J11	WATER TRUCK	PINE LAKES
J12	WATER TRUCK	YARD DOWN

WATER WAGONS

306	WATER WAGON	YARD ENGINE
314	WATER WAGON	SR434

BID RESPONSE FORM

Bid of Masci Corporation, hereinafter called "Bidder", a Corporation doing business as Masci Corporation to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the construction of:

City of Deltona
 BID #PW 13-15
 As Needed Asphalt Paving and Resurfacing

having examined the bid documents and the scope of work, and being familiar with all of the conditions surrounding the services to be provided including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions, and Information for Bidders.

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

BASE BID: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

SCHEDULE OF BID PRICES

Category 1 - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	UNIT PRICE per TON
1	FURNISH S-III ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	TON	\$ 97-

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Category 2 – OPTIONAL ITEMS - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	PRICE PER UOM
2	SOD - Bahia	Sq. Ft	\$ 197
3	SOD - St. Augustine	Sq. Ft	\$ 285
4	Hay or Straw Baled	EA.	\$ 50-
5	Silt Fence Staked	LF	\$ 175
6	Replacing Mailbox	EA	\$ 200-
7	Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$ 120
8	Traffic Strip Skip (6" White, 6'x10')	LF	\$ 120
9	Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$ 120
10	Traffic Stripe Solid (12" White)	LF	\$ 3-
11	Traffic Stripe Solid (24" White)	LF	\$ 450
12	Traffic Stripe Solid (6" White)	LF	\$ 120
13	Traffic Stripe Solid (6" Yellow)	LF	\$ 120
14	Pavement Arrow-Single	EA	\$ 97-
15	Letters, Words & Symbols (School Message)	Character	\$ 14-
16	Raised Reflective Markers	EA	\$ 770
17	Milling 1"	Sq. Yd	\$ 2-
18	Milling 1 1/2"	Sq. Yd	\$ 240
19	Milling 2"	Sq. Yd	\$ 295

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20	ADA Ramps	Each	\$ 1482-
21	Traffic Control Loop F&I (Type A)	Each	\$ 1704-
22	Traffic Control Loop F&I (Type B)	Each	\$ 1402-
23	Traffic Control Loop F&I (Type F)	Each	\$ 1837-
24	Thermoplastic - Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$ 3-
25	Thermoplastic - Traffic Strip Skip (6" White, 6'x10')	LF	\$ 3-
26	Thermoplastic - Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$ 3-
27	Thermoplastic - Traffic Stripe Solid (12" White)	LF	\$ 4-
28	Thermoplastic - Traffic Stripe Solid (24" White)	LF	\$ 590
29	Thermoplastic - Traffic Stripe Solid (6" White)	LF	\$ 3-
30	Thermoplastic - Traffic Stripe Solid (6" Yellow)	LF	\$ 3-
31	Thermoplastic - Pavement Arrow-Single	Each	\$ 98-
32	Thermoplastic - Letters, Words & Symbols (School Message)	Character	\$ 50-
33	Thermoplastic - Raised Reflective Markers	Each	\$ 770
34	FURNISH S-I ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 95-
35	FURNISH S-II ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 97-

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The unit prices provided above shall include all labor, materials, overhead, profit, insurance, etc., to cover the work required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

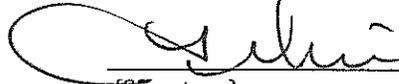
Respectfully submitted:

By: Masci Corporation
(Business Name)

(SEAL - if bid is by corporation)

5752 S. Ridgewood Ave
(Business Address)

Port Orange FL 32127
(Business City, State, Zip Code)


(Signature)

Leticia Masci
(Printed Name)

Vice President
(Title)

NON COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA

COUNTY OF VOLUSIA

Letua Masci, being first duly sworn deposes and says that:

1. He/She is the Vice President of Masca Corp., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Sworn and subscribed to before me this 8th day of August, 2013, in the State of FL County of Volusia.

Kristi Ball Notary Public

My Commission expires: 6/12/17



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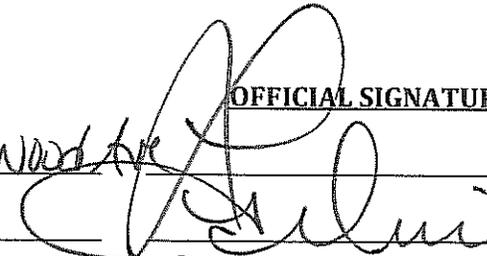
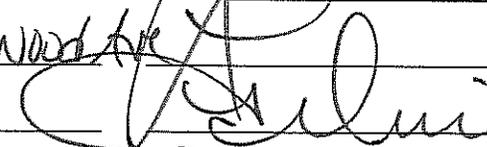
CORPORATE RESOLUTION FORM

I, Maria Masci, Secretary of Masci Corporation, a Corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on August 7, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation

A Bid and Agreement to City of Deltona for the construction of PW 13-15

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE
<u>Leonel Masci</u>	<u>5752 S Ridgewood Ave</u>	
<u>Leticia Masci</u>	<u>SAME</u>	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation

this 8th day of August, 2013 Maria Masci

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BIDDER'S CERTIFICATION FORM

I have carefully examined the Item to Bid, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Item to Bid at the prices and rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the bid documents and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other bidder interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Masci Corporation

By: [Signature]
Signature

Leticia Masci, Vice President
Name & Title, Typed or Printed

5752 S Ridgewood Ave
Mailing Address

Port Orange FL 32127
City, State, Zip Code

386-322-4500
Telephone Number

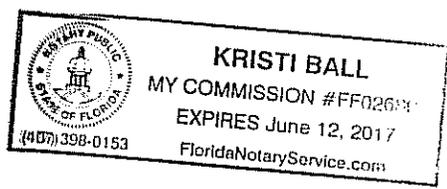
Sworn to and subscribed before me

This 8th day of August, 2013

[Signature]
Signature of Notary

Notary Public, State of FL

Personally known
-OR-
Produced Identification _____



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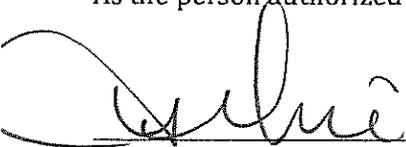
DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Masci Corporation does:
(Name of Business)

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

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



Signature

Leticia Masci, Vice President
Print Name and Title

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SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Leticia Masci
(Individual's name and title)

For Masci Corporation
(Name of entity submitting sworn statement)

Whose business address is 5762 S. RIDGEMONT AVE

And (if applicable) its Federal Employer Identification Number (FEIN) is 593427011
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

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(Continued)

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[Signature]
SIGNATURE
8/8/13
DATE

State of FL
County of Volusia

Personally appeared before me, the undersigned authority, Leticia Masci (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 8th day of August, 2013.

[Signature]
NOTARY PUBLIC

My commission expires:
6/12/2017

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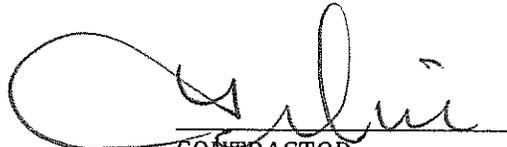
HOLD HARMLESS AND INDEMNITY AGREEMENT

Masci Corporation agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


CONTRACTOR

8/8/13
DATE

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References Form

Attached

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

References are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted.

References which are located in foreign countries are not acceptable.

1. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

2. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

3. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

4. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

References continued

5. **Project Name:** _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

6. **Project Name:** _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

7. **Project Name:** _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

8. **Project Name:** _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

Sub-Contractors and Affiliates Form

The following are a list of Sub Contractors or Affiliates that will be utilized in this contract. Use additional sheets if necessary.

1. Firm Name: Traffic Control Products
Trade: MOT, Striping, Signalization
Firm Owner: Karen Wasielewski
Firm Address: 5511 Carmack Rd Tampa FL
Firm Phone Number: 813 - 421 - 8484

2. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

3. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

4. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

5. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

EQUIPMENT AND PERSONNEL IDENTIFIER FORM

Attached

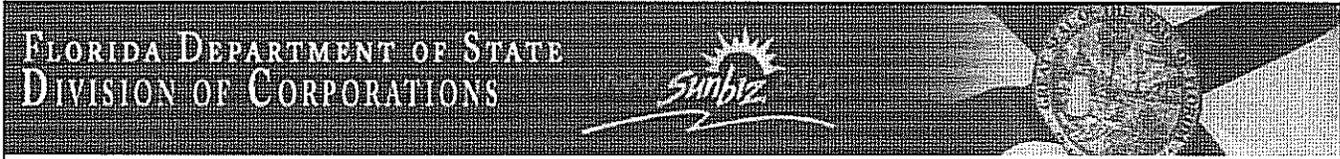
Contractor shall identify and list below the number of staff, and all types and amounts of equipment that will be dedicated to the performance of this bid should the contractor be awarded the contract pertaining to this bid.

Number of Staff Dedicated to the City of Deltona Howland Blvd. Median Tree Plantings Bid # PW 12-14 _____

DESCRIPTION OF EQUIPMENT DEDICATED TO CITY OF DELTONA FOR AS NEEDED ASPHALT PAVING AND RESURFACING BID # PW 13-15	QUANTITY OF EQUIPMENT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

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Detail by Entity Name

Florida Profit Corporation

MASCI CORPORATION

Filing Information

Document Number	P96000051923
FEI/EIN Number	593427011
Date Filed	06/17/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/01/2010
Event Effective Date	NONE

Principal Address

5752 S RIDGEWOOD AVE
HARBOR OAKS, FL 32127

Changed: 01/20/1998

Mailing Address

5752 S RIDGEWOOD AVE
HARBOR OAKS, FL 32127

Changed: 01/20/1998

Registered Agent Name & Address

MASCI, LEONEL
3643 DAME STREET
PORT ORANGE, FL 32119

Address Changed: 04/21/1999

Officer/Director Detail

Name & Address

Title P

MASCI, LEONEL
5752 S RIDGEWOOD AVE
HARBOR OAKS, FL 32127

Title VP

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MASCI, LETICIA
 5752 S. RIDGEWOOD AVE
 HARBOR OAKS, FL 32127

Title VP

MASCI, IVANNA
 5752 S. RIDGEWOOD AVE
 HARBOR OAKS, FL 32127

Annual Reports

Report Year	Filed Date
2012	01/06/2012
2013	02/19/2013
2013	07/25/2013

Document Images

07/25/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/19/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
06/01/2010 -- Amendment	View image in PDF format
03/15/2010 -- Amendment	View image in PDF format
01/14/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
02/05/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
01/10/2003 -- ANNUAL REPORT	View image in PDF format
01/17/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
03/27/2000 -- ANNUAL REPORT	View image in PDF format
04/21/1999 -- ANNUAL REPORT	View image in PDF format
01/20/1998 -- ANNUAL REPORT	View image in PDF format
07/21/1997 -- ANNUAL REPORT	View image in PDF format
06/17/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MASCI, LEONEL ANDRES
MASCI CORPORATION
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

Stamp area containing: STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, CUCA56854, 07/12/12 110421, CERT UNDERGROUND & EXCAV CNTR, MASCI, LEONEL ANDRES, MASCI CORPORATION, IS CERTIFIED under the provisions of Ch. 4, Expiration date: AUG 31, 2014, L12071201.

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DETACH HERE

THIS DOCUMENT HAS A COPIED BACKGROUND. MICROFILMING, FINEARTS, OR PATENTED PAPER.

AC# 6199845

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071201

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 07/12/2012, 110421101, CUCA56854

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS.
Expiration date: AUG 31, 2014

MASCI, LEONEL ANDRES
MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

RICK SCOTT

KEN LAWSON



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MASCI, LEONEL ANDRES
MASCI CORPORATION
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6199697
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1509397 07/12/12 110421
CERTIFIED GENERAL CONTRACTOR
MASCI, LEONEL ANDRES
MASCI CORPORATION
IS CERTIFIED under the provisions of Ch. 48
Expiration date: AUG 31, 2014 1120712009

DETACH HERE

THIS DOCUMENT HAS A GOVERNMENT BACKGROUND AND IS PRINTING ON NEWSPAPER TO SAVE

AC# 6199697

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L120712009

DATE	BATCH NUMBER	LICENSE NBR
07/12/2012	110421116	CGC1509397

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

MASCI, LEONEL ANDRES
MASCI CORPORATION
5752 SOUTH RIDGEWOOD AVENUE
HARBOR OAKS FL 32127

RICK SCOTT
GOVERNOR

KEN LAWSON

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Certificate of Authorization #28334

[Main Menu](#) [Logout](#)

Logged in as Masci, Leonel

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	MASCI CORPORATION
License Status:	Current
Originally Licensed On:	11/18/2008 (mm/dd/yyyy)
Expires On:	02/28/2015 (mm/dd/yyyy)

Functions

[Address Change](#)

[Remove This License From My Account](#)

[Back](#)

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licenses licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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Professional Engineer #68418

[Main Menu](#) [Logout](#)

Logged in as Masci, Leonel

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	MASCI, LEONEL ANDRES
License Status:	Current, Active
Originally Licensed On:	07/25/2008 (mm/dd/yyyy)
Expires On:	02/28/2015 (mm/dd/yyyy)
Modifiers:	Civil 12/06/2007 (mm/dd/yyyy)

Functions

[Address Change](#)

[Print Inactive Receipt](#)

[View My Continuing Education](#)

[Remove This License From My Account](#)

[Back](#)

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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2012/2013

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 199902260015 Expires: September 30, 2013
Business Location: 5752 RIDGEWOOD AV

Business Name: MASCI CORPORATION
Owner Name: MASCI CORPORATION
Mailing Address: 5752 S RIDGEWOOD AV
PORT ORANGE, FL 32127

BUSINESS TYPE	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	301UT	15	\$36.00

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- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 07/27/2012
PAYMENT 113-11-00002337
RECEIPT #:

Business Name: MASCI CORPORATION
Owner Name: MASCI CORPORATION
Mailing Address: 5752 S RIDGEWOOD AV
PORT ORANGE, FL 32127

TOTAL TAX: 36.00
PENALTY: 0.00

TOTAL PAID: 36.00

Receipt # 199902260015 Expires: September 30, 2013
Business Location: 5752 RIDGEWOOD AV

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2013

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

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

PRODUCER Phone: (813) 988-1234 Fax: (813) 988-0989 ASSOCIATES AGENCY, INC. PO BOX 16190 11470 N. 53RD ST. TEMPLE TERRACE FL 33687 Agency Lic#: L062850		CONTACT NAME: Toni Valentine PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: toni@associatesins.com PRODUCER CUSTOMER ID: 7455																						
INSURED MASCI CONSTRUCTION INC & MASCI CORPORATION INC 5752 S. RIDGEWOOD AVE. PORT ORANGE FL 32127		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>FCCI Commercial Ins. Co.</td> <td>33472</td> </tr> <tr> <td>INSURER B :</td> <td>National Trust Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>FCCI INSURANCE CO.</td> <td>10178</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	FCCI Commercial Ins. Co.	33472	INSURER B :	National Trust Ins. Co.		INSURER C :	FCCI INSURANCE CO.	10178	INSURER D :			INSURER E :			INSURER F :		
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INSURER C :	FCCI INSURANCE CO.	10178																						
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES CERTIFICATE NUMBER: 280445 REVISION NUMBER: 7A

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL 0004503	09/09/12	09/09/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 0007714	09/09/12	09/09/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000			UMB0011276	09/09/12	09/09/13	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001-WC12A-62284	08/08/12	08/08/13	WC STATUTORY LIMITS	\$
							OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A	Rented & Leased Equipment			CM0006319	09/09/12	09/09/13	\$500,000 \$1000 ded	

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage for Company File

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

Attention:

MASCI EQUIPMENT LIST

No.	Manufacturer	Type	Model	Year
1	Thompson Pump	4045T	10" Pump	2005
2	Sullivan	Air Compressor	D185Q5A	1993
3	Sullivan	Air Compressor	Tray Green	1995
4	John Deere	Backhoe	310G	2006
5	Case	Backhoe	580-M	2005
6	Case	Backhoe	580-SM	2006
7	Gamefish	Boat	FL1967C7	1974
8	Bomag	Compaction	BW211D3	2007
9	Komatsu	Crawler Dozer	D31P-D4D1	1998
10	Caterpillar	Dozer	D6N1GP	2008
11	Hitachi	Excavator	135x135	2009
12	Hyundai	Excavator	E210LC-7A	2008
13	Komatsu	Excavator	PC 200	1987
14	Komatsu	Excavator	PC 228US-2	2004
15	Komatsu	Excavator	PC 228UU-1	1997
16	Komatsu	Excavator	PC 400	1998
17	Komatsu	Excavator	PC 75UU-2	1995
18	Hyundai	Excavator	R360LC-7	2006
19	Hyundai	Excavator	R450LC-7A	2007
20	Hyundai	Excavator	R450LC-7A	2007
21	Kobelco	Excavator	SK135	2006
22	Yale	Fork Lift		
23	Aphalt Zipper	Milling Machine	AZ500B	2008
24	Rex	Mixer	HDS	
25	Multiquip Motar Mixer	Mixer		1998
26	Gallon	Motorgrader	A-556	1989
27	Leeboy	Paver	8510	2011
28	Complete Dewatering Pump 6" w/ john deere Engine	Pump	4045D	
29	Well Point Pump 8" & Accessories	Pump	4080-D	
30	Bomag	Roller	BW100AD	1991
31	Bomag	Roller	BW142D-2	1998

MASCI EQUIPMENT LIST

32	Catperpillar	Skid Steer	279C	2011
33	Tekeuchi	Skid Steer	TL 130	2006
34	Tekeuchi	Skid Steer	TL140	2009
35	Takeuchi	Skid Steer Loader	TL130	
36	Catperpillar	Roller	CB-434D	2011
37	Laymor	Sweeper	6HB	2006
38	Laymor	Sweeper	8HC	2008
39	Leeboy	Tack Wagon	L250T	2011
40	Leeboy	Traffic Roller	915	2011
41	Bomag	Vibratory Roller	BW211D-40	2007
42	Bomag	Vibratory Tandem Roller	BW120D-4	2005
43	John Deere	Wheel Loader	444J	2006
44	John Deere	Wheel Loader	544J	2007
45	John Deere	Wheel Loader	544J	2006
46	John Deere	Wheel Loader	544J	2006
47	Case	Wheel Loader	621D	2004
48	Hyundai	Wheel Loader with Attachments	757-7	2006
49	Hyundai	Wheel Loader with Attachments	HL740-7A	2008
50	Hyundai	Wheel Loader with Attachments	HL740-7A	2008
51				
52	Mack	Tractor	CH613	2005
53	Mack	Dump	Dump	2006
54	Mack	Dump	Dump	1997
55	Ford	Watertruck	F-700	1992
56	Isuzu	Truck	Box Truck	1993
57	Chevy	Truck	C-3500	2006
58	Dodge	Pick up	Ram 1500	2004
59	Toyota	Pick up	Tundra Limited	2005
60	BTDL	Truck	Baring	2000

MASCI EQUIPMENT LIST

61	International	FlatBed Truck	4700	2000
62	GMC	Fuel Truck	C 5500	2009
63	Mack	Dump	Dump	2002
64	Chevy	Dump	6500	2006
65	Toyota	Tundra	Crew	2011
66	Chevy	Truck	1500	2006
67	Toyota	Pick up	Tundra SR5	2005
68	Nissan	Pick up	Titan	2006
69	Chevy	Pick up	C-1500	2006
70	Chevy	Pick up	Silverado	2008
71	International	Watertruck	4700	1995
72	Chevy	Pick up	2500	2001
73	Chevy	Pick up	1500	2005
74	Chevy	Pick up	Silverado 1500	2000
75	Chevy	Pick up	Silverado 1500	2006
76	Mack	Dump		1970
77	Mack	Dump Truck		1998
78	Mack	Dump Truck		1999
79	Ford	Truck	LN 8000	1988
80	Montone	Full Trailer	34' Dump Trailer	2007
81	Tilt Bed	Trailer (Red)	ET20-14	2009
82	VMP/PAMU	Trailer	Cargo	2009
83	Williamson	Trailer	BT0011	2008
84	Challanger	Trailer	Low-Boy	2001
85	Lark Trailer	Storage Trailer	VT612SA	2006
86	Triple Crown	Trailer (Concrete)	6x12 Utility	2010
87	Homemade	Trailer	Trailer	1995
88	WW Trailer	Trailer	Modual	1998

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER SUPERVISOR	WHERE LOCATED CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$346,250.00	Raised Canal Road Service Force Main	Force main - 6,100 lf 8"-10" pvc C900, Fitting & Accessories, Tie-in & connection, 20 lf 6" pvc Roadwork 14 sy open cut asphalt, 15 sy sidewalk, 4 driveways Landscape 8,500 sy sod.	2007	Leonel Masci Sammie Davis Ortego Pierson	Port Orange - Volusia	Harry Newkirk, Uplham Inc, 265 Kellworth Ave, Ormond Beach FL 386-672-9515	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org
\$1,116,241.74	North US 1 Force Main Extension	Force Main - 5,040 lf 10"-20" PVC, 63 lf 30" jack & bore, 3 Air Release Valve & Vaults, Fitting Concrete - 6 cy	8/26/2006 - 2/7/2007	Leonel Masci Laren Morris Hector Meza	Ormond Beach - Volusia	David King QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 dking@qlha.com	Alex Blake City of Ormond Beach, 22 South Beach St, Ormond Bch, 386-676-3269 blake@ormondbeach.org
\$506,113.95	Downtown Utility Streetscape Improvements CDBG	Utility - 12,000 lf 6"-12" conduit, 27 manholes, 2 switch gear chamber, 2 leader splice box, 14 steel bollard Landscape - 50 sy grasses Concrete - 7 ea transformer pads, 180 sy stamped concrete driveway, 305 lf curb, 9 foot handicap ramp, 600 sy 4"-6" plain concrete Roadwork - 6 foot crosswalk striping, 80 sy shell parking surface.	3/9/2007	Leonel Masci Ivanna Masci Carlos Mesa	Flagler Beach - Flagler	Andrew Gianini QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 agianini@qlha.com	Robert Smith, Flagler County, 1769 E Moody Blvd, Bunnell FL 386-517-2000
\$175,366.00	Faulkner St Parking Lot Improvement	Roadwork - 3,170 sy Limestone, 2,650 sy asphalt, Concrete - 25 sy 6" apron, 60 sidewalks & handicap ramps Storm Drainage & Inlets - 785 lf Inlets	6/14/2006 - 7/23/2007	Leonel Masci Robert Altain	New Smyrna - Volusia	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361
\$2,383,531.04	Woodland Blvd Utility Relocation (17192)	Force Main - 1,267 lf 4" - 8" pvc (dr 1b) awwww C-900, Fitting and accessories, 5,800 lf 4"-8" direct drills, Portable Water - 3,800 lf 6"-12" C-900, Fitting 7 accessories, 2 1/2"-2" single water service, 2 fire hydrant, 6,000 lf dir drill 8" - 12", 2 reclaimed water services, 3 water main gate, 80 lf water main	7/25/2007	Leonel Masci Sammie Davis Ortego Pierson	Deland - Volusia	Mark Hampton QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 mhampton@qlha.com	Keith Riger, City of Deland, 120 S. Florida Ave, Deland, FL 386-626-7000
\$1,038,055.33	Park Ave Roadway Improvements Phase 1A from Sla, 11B-29 to Sla 12B+00.2 SR 405 (South Street) on Park Ave	Removals 2 ac cleaning, 850 sy pavement removal, 4 mailbox, 5,600 cy excv, 700 cy embankment, 600 sf marking removal, 10 as sign existing removed Roadwork 5,838 sy type b slabi, 5,200 sy base g, 444 lf type a ash conc, traffic striping, Signage 6, traffic signals, sidewalk conc (4"-6" thick) Storm Drainage 18 curb inlet, 6 mh 2, 146 lf conc pipe Landscape 7,166 sy Sodding, Electrical 400 lf conduit (underground & under pavement) 2.4 pi signal cable, 10 lf interconnect cable, 10 pull & junction box, 60 lf elect service wire,	9/30/2007	Leonel Masci Anthony Terzigni Carlos Vargas	Titusville - Brevard	Kevin Cook City of Titusville, 555 S Washington Ave Titusville FL 321-383-5775	Kevin Cook City of Titusville, 555 S Washington Ave Titusville FL 321-383-5775
\$2,638,854.63	Daytona Beach International Perimeter Service Road Phase III FAA AIP 3-12-007-04B-200	Excavation / Removal - 3.5 ac cleaning, 340 lf structures pipes, 3 milled end section, 6 endwalls, 3 removed mhs & inlets, 1,870 lf chain fence, 1,200 sy pavement, 450 cy rubbish exc, 5,400 cy reg exc. Roadwork 16,200 sy type b slabi, incl material 4,900 sy topsoil, 14,000 sy rock base, 2,040 gal prime coat, 3,000 lf asphaltic concrete, traffic signs, 3,500 sf pavement marking, 600 lf yellow locator tape, 1,900 lf 7" chain fence, 16" dual foot breakway swing gate, Landscape - 45,400 sy sod, Drainage/Piping 12 inlets, 2 manholes, 520 lf 12"-36" rcp class III, 2,400 lf 15"-30" rcp class V, 39 lf 29" x 45" ercp class III, Fitting & Accessories, 2,500 lf 6" perforated csp underdrain, 1,400 lf under drain piping structures, 14 underdrain cleanout, 7,005 lf provided 2 way 4" pvc conduit, 8 non airfield handhole 26 airfield handhole 607 lf #6 copper (1"), 650 lf 24" wide and 36" deep trench, 6,900 sf fabricform.	11/9/2008 - 10/30/2007	Leonel Masci Ignacio Masci Oscar Rodriguez	Daytona Beach - Volusia	Rob Hambrecht The LPA Group - 615 Crescent Executive Ct, Lake Mary 407-306-0200 Rhambrech@lpagroup.com	Todd Buckles, Volusia County 123 West Indiana Ave, Deland, FL 386-736-5967 tbuckles@co.volusia.fl.us Phil Banta, LPA Group Inspector, 850-509-2870 PBanta@lpagroup.com

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER / SUPERVISOR / FOREMAN	WHERE LOCATED CITY / COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$1,584,438.94	East Port Business Park (Unit II)	Removal/Excavation 2,800 sq Excavation, Gopher Tortoise removal, 840 Cy Earthwork Portable Water - 1,700 lf piping structures, 6 fire hydrants, gate valve & boxes, Connection & tie ins, Fittings & accessories Reuse Water - 1,800 lf piping structures, Gate valve & boxes, connection & tie-ins, Fittings & accessories Sewage-1,000 lf piping structures, 8 mh, 80 lf concrete encasements, 1,000 lf TV 6" service Drainage -2,900 lf 15"-24" RCP Class III Drainage , 12 concrete aprons, 5 junction mh, fitting & accessories Roadwork - 5,100 sq asphalt, 5,100 lf 6" base, 5,100 sq sub base, sniping & signage Concrete - 3,200 lf curbing Landscape Sod, Seed, & Mulch	10/22/2008 10/31/2007	Leonel Masci Loren Morris Hector Meza	Port Orange - Volusia	Mark Hampton OLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 mhampton@qha.com	Warren Pike, City of Port Orange, 1000 City Center Circle, Port Orange, FL 386-595-5577
\$550,936.00	Fifth Third Bank	Removal/Excavation - remove old drain pipe , 6" pvc sewer services, 1" water services 3 old inlets Roadwork - grading & asphalt , sniping Drainage diversion box, inlet, 2 curb inlet 3 yard drain, 18" x 2000 pvc , rain tank, geo-textile filter fabric, turf cell geo grid Water Services, irrigation, fire hydrant 31 lf 6" fire water services Sewer, 104 lf of 6" , 3 wye's 3 clean ups	6/20/2007 12/25/2007	Leonel Masci Shannon Coulli Carlos Mesa	Deltona - Volusia	Jeremy Gude Hawkins Construction, PO Box 1636, Tarpon Springs 727-938-9719 9719	Jeremy Gude Hawkins Construction, PO Box 1636, Tarpon Springs 727-938-9719
\$3,193,354.25	US1 Utility Undergrounding Improvements	Underground Utilities / Reuse	7/2008 - 9/2008	Leonel Masci Ivanna Masci Carlos Mesa	South Daytona - Volusia	David King OLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 diking@qha.com	Les Gillis City of South Daytona, 1770 Segrave St, S. Daytona 386-322-3080 lgillis@southdaytona.org
\$591,571.00	SR 100 & 195 Interchange Improvement	Interchange Improvements/Decorative Signs & Landscaping - electrical, clearing, landscape, signs & earthwork, irrigation silt fence	2008	Leonel Masci Joseph Tersigni Carlos Mesa	Palm Coast - Flagler	Bill Butler, 160 Cypress Point Pkwy, Palm Coast 386-966-3760 WBButler@ci.palm-coast.fl.us	Bill Butler, 160 Cypress Point Pkwy, Palm Coast 386-966-3760 WBButler@ci.palm-coast.fl.us
\$239,300.00	Holly Street, 6th Street	Force Main 700 lf 6" dia DIP pres class 350 force main, 16 in dip filling, 1 one wet well mounted lift station 2 6" Plug valve Concrete - 100 sq concrete driveway Roadway - 1,000 sq pavement & base removal Landscaping - 503 sq Sodding.	7/24/2007 - 1/18/2008	Leonel Masci Joseph Tersigni Carlos Mesa	Daytona Beach - Volusia	James Pakala, PO Box 2451 Daytona Beach FL 386-671-8827	James Pakala, PO Box 2451 Daytona Beach FL 386-671-8827
\$320,000.00	Drainage System Improvements	Road Work, Drainage & Grading	11/21/2007 - 1/30/2008	Leonel Masci Sammie Davis Ortego Pierson	Oak Hill - Volusia	Stella McLeod City of Oak Hill, 234 S US Hwy 1, Oak Hill 386-345-3522 smcleod@oakhillfl.com	Stella McLeod City of Oak Hill, 234 S US Hwy 1, Oak Hill 386-345-3522 smcleod@oakhillfl.com
\$2,370,599.41	Legacy at Crystal Lake	Road Work, Site Work, Drainage, Underground Utilities Sanitary Sewer - 8 MH, 2,360 lf 8" SDR26 PVC, 6 6" SDR 26 Services, 23 Cleanouts Portable Water - 13 Wet Taps existing 10" main, 1,960 lf 4" 8" DR 18 C900 PVC, 3 Fire Hydrants, 20 1 1/2"-3" water meters w/backflow, 8" gate valve Storm System - 15 inlets, 5 In-Line Drain Basin ADS, 2,780 lf HDPE(12"-42"), 2 U end walls Road Work 24,000 cy import fill, 4,500 cy cut fill, fine grading, signage, 6" slab sub base, 6" crushed concrete base, 34" type S3 asphalt & prime coat Concrete - Curbing sidewalks, building aprons	12/20/2006 - 6/20/2008	Leonel Masci Joseph Tersigni Carlos Mesa	Port Orange - Volusia	Harry Newkirk, Upham Inc, 265 Keliwoth Ave, Ormond Beach FL 386-672-9515	Harry Newkirk, Upham Inc, 265 Keliwoth Ave, Ormond Beach FL 386-672-9515 316-8544
\$344,900	Lift Station No. 6 & 28 Improvements	Lift Station - Wet well, Valve Vault, pumps & piping, 27 lf of 10" PVC, 24 LF 42"x60" arch, 20 lf headwalls, Electrical Landscape - sod, Fence Roadwork - Fabric - 57'stone	8/18/2008	Leonel Masci Sammie Davis Ortego Pierson	Cocoa - Brevard	David King OLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 diking@qha.com	Steve Harnell, City of Cocoa, 600 School St., Cocoa, FL 321-639-7679 sharnell@cocoaff.org
\$237,000.00	Lift Station No. 24 Replacement	Wet Well/ Master Lift Station Upgrade - 12' dia wet well, 2 submersible pumps, 6" discharge connection base 90's, guide rails, 4 floes & cables, 2 wet well hatches, piping, pump control panel, generator, concrete valve vault, electric, signal wiring & cables, 16" pvc pipe, 12" pvc pipe & fitting & Valve, devalenng systems, Landscape silt barrier, sod	8/22/2008	Leonel Masci Joseph Tersigni Carlos Mesa	Eustis - Lake	Tracy Jeanes City of Eustis, 10 N. Grove St, Eustis 352-463-5480 JeanesT@ci.eustis.fl.us	Tracy Jeanes City of Eustis, 10 N. Grove St, Eustis 352-463-5480 JeanesT@ci.eustis.fl.us

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER - SUPERVISOR - FOREMAN	WHERE LOCATED - CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$1,704,370.50	Spring to Spring Trail, Phase 4	Bike Path, Drainage Excavation 7,200 cy excav, 31,500 cy embankment, Piping 385 lf pipe culvert 12"-30" cd & fitting & accessories, 152 lf 12"x6" ditch pavement, Concrete - 1,900 lf curb, 318 sy concrete sidewalk Landscaping - 2,000 yards plants and trees, 100 cy mulch, 7.1 ac mowing, 2.8 tn fertilizer, 38,000 sy sodding, 4,900 sy handiok, 450 propex turf Roadwork - 7,100 lf rail fence, Traffic signage and signals, traffic striping and painting, 24,000 sy crushed concrete base, 3 16" gales, 5.6" steel ballards, 31,000 sy stabilization type "b", 1,450 In type S-ll asphaltic concrete, 15,000 lf fence type "a"	7/30/2007 - 9/2/2008	Leonel Masci Loren Morris Hector Meza	Deland - Volusia	Horizon Engineering Scott Seck, 2500 Mallard Center Pkwy, Maitland 407-644-7795	Jim Yates, Volusia County Inspector 386-547-2814 jyates@co.volusia.fl.us
\$5,436,667.69	Cambridge Canal Basin Phase 2	Storm Drainage - 4,400 lf 15"x6" RCP CL III 40 lf 30" HDPE, 470 lf ERCP, 8 Type H Inlets, 3 Control Structures (Type E & H), 15 type J-7 Structures, 20 Mitered End Sections, 260 lf Jack & Bore, tie-in & connection, Water Main - Filling & accessories, 6"-8" pipe structures, Tie-in & connections, 2 Long Water services replacement, 260 lf 36" Alum Carried Pipe, 12" FM Adjustment, Reuse Augmentation Station Pond - Excavation, 370 lf 15"x24" RCP CL III, 4 type E inlets, Pond stormwater pump station- Well points/concrete work Landscaping - 17,500 sy sod Concrete - 520 sy sidewalk, 623 sy driveway, 300 lf conc curb, 3 cy concrete encasement Roadwork - 1,500 sy asphalt, 220 sy riprap incl bedding rock, 3,778 lf swale grading, Removals - Control Structures & Tree Removal	6/2007 - 9/24/2008	Leonel Masci Loren Morris Hector Meza & Dave Gunther	Port Orange - Volusia	Andrew Gianini QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 agianini@qlha.com	Warren Pike, City of Port Orange, 1000 City Center Circle, Port Orange, FL 386-506-5577 Fax 386-506-5711
\$175,500.00	Portable Water Booster Pump Station	Booster Pump Station- controls, piping, electrical, valves, excavation, concrete vaults, pumps telemetry	11/21/2008	Leonel Masci Robert Altajn	Ormond Beach - Volusia	Andrew Gianini QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 agianini@qlha.com	Larry Rivera City of Ormond Beach, 22 S Beach St Ormond Beach FL 386-676-3269
\$60,866.50	Windward Backyard Drainage Improvements	Roadwork - Pavement Restoration, remove & reinstall chain link fence Concrete - 2' Miami Curb, 6" concrete sidewalks Landscapes - Sodding Water/Drainage - 4' dia MH w/2' dia Cover, 12' ADS 18-12 pipe, 12" Round Concrete pipe, ADS Drainage Basin- hydroblast w/foam & Grate	11/15/2008 - 12/18/2008	Leonel Masci Ignacio Masci Richard Aguilar	Melbourne - Brevard	Cheryl Cary, Frazier Engineering - 2289 W. Eau Gallie, Melbourne FL 321-953-6282 ccary@fraziereng.com	City of Melbourne, 900 E. Strawbridge Ave, Melbourne, FL 321-727-2900
\$8,133,973.20	South Williamson Blvd	Excavation 35,000 cy surcharge embankment, 36 ac clearing, 200,000 cy of pond, road grading Concrete - 452 cy conc class 1,3 700 lf curb & gutter Drainage 43 inlets, 9,800 lf opt piping culv 18"x36", 1,300 lf 18"x30 RCP/36" HDPE Storm Drain, 45 Storm Drain MH, Filing and Accessories W/M/F/N/P/W - 1,400 lf 16" FM RJ, 288 lf 10" WM RJ, tie ins, 6" & 16" Gale Valve, 2" Blow off, 2 Fore Hydrants, 7 2" Sanitary Sewer - 104 lf 6" PVC SS, 1 SS MH Electrical - 540 lf 4" fiber optic conduit, 1,001 lf conduit (84), 270 lf directional bore, 1 m/m/m Roadwork - Traffic Striping & Painting, Signage & Signals, 600 LF Guardrails, 7,500 tn Asphalt, 21,000 sy milling, 7,116 sy type C Stabilization, 1,700 lf ped/bike railing, 1,800 Landscaping, 2 stain dyed b.	5/18/2007 - 7/18/2009	Leonel Masci Ignacio Masci Ivanna Masci, Dave Gunther & Richard Aguilar	Port Orange - Volusia	Scott Martin, Volusia County 123 West Indiana Ave, Deland, FL 386-730-5967 & David King QLHA - 3881 Nova Rd, Port Orange 386-761-6810	Jim Price, Volusia County Inspector, 386-561-8656 jprice@co.volusia.fl.us
\$1,280,965.00	Ravenwood Lift Station & Force Main Upgrade Project	Force Main - 5,150 lf 6"-16" FM PVC, Filing & accessories, 2" water services, 2,240 lf 18" HDPE Directional Drill, #01-2150 Insources Solutions In touch Runtime Landscaping - 38,800 sy Sodding, 350 lf Fencing w/gates Concrete - 85 cy 6" 4000 psi fiberglass reinforces concrete, 30 cy 4" 4000 psi fiberglass reinforced concrete Electrical work	5/10/2009 - 5/10/2010	Leonel Masci Joe Tersigni	Palm Coast-Flagler	Marcus Crosby CPH Engineers of Palm Coast 520 Palm Coast Parkway SW Palm Coast, FL 32137 386-445-6569	Dianne Torino City of Palm Coast 386-966-3730

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER SUPERVISOR	WHERE LOCATED CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$411,276.59	Water Supply Improvements Wells 7 & 8	Well Drilling, Pumps, Electrical Instrumentation, Pipe work, Concrete Bldg - Well drilling, pumps, well head, control panel, pipes, valves & fitting, fence, asphalt, conduits, plant controls.	3/16/2009	Leonel Masci Robert Allain	Bunnell - Flagler	Harry Kauffman Miltauer & Associates, 5801 1/2 Wells Rd, Orange Park, FL 904-278-2760030 MWest@miltauer.com	Fred Rogers, City of Bunnell, PO Box 756, Bunnell, FL 386-437-7500
\$167,599.00	SRR Harbor Road Well No 2	Raw Watermain Replacement, Electrical, & Instrumentation - raw water main 12" & 16", electrical, & Well sit electrical.	3/30/2009	Leonel Masci Joseph Tersigni	Green Cove Springs - Clay	Jason Shepler, Miltauer & Associates, 5801 1/2 Wells Rd, Orange Park 904-278-0030 JShepler@miltauer.com	Mike Null, City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 904-529-2200
\$329,168.00	Foxcroft Lane Improvements	Removal - 2,700 sy paving/soil cement, 2,900 sy demo sidewalk, curb & driveways Drainage - 370 lf 18" rcp pipe / tie into existing type C Basin, 2 type Catch basin, 1,760 lf SS underdrain 4-6" core drill C basin, Watermain - 1,293 lf 6" pvc water main, 1 new 8" water valve, 1 fire hydrant, 8 cy raise existing 4" sewer cleanouts, 2 6"x6" wet lap, Concrete - 2,416 lf curb, 790 sy sidewalk, 1,620 sy driveway Roadwork - 2 roadway open cuts, 2,870 sy new paving, 5,930 cy fill, 2 thermoplastic stop bars Landscape - 4,200 sy fine grading & sod	2/4/2009 - 5/11/2009	Leonel Masci Ignacio Masci Richard Agullar	South Daytona - Volusia	John Dillard, City of South Daytona 1672 Ridgewood Ave, South Daytona, 386-322-3000	Les Gillis City of South Daytona, 1770 Seagrave St, S. Daytona 386-322-3080 jgillis@southdaytona.org
\$1,357,670.00	Lehigh Rail Trail	Roadwork - 24,000 sy crushed concrete base, 824 lf elevated boardwalk, 24,000 sy asphaltic concrete, 28 lf 15" alum alloy culvert pipe, Traffic signage, Traffic striping and painting Concrete - 440 sf concrete support slabs, 120 sy concrete sidewalk, 360 lf Gravity Walls Landscape - 21,000 sy sod, 11300 sy seeding, (10) 32 gal trash receptacles, (10) 6' long benches, 5 pet station	11/1/2007 - 6/15/2009	Leonel Masci Joseph Tersigni Carlos Mesa	Palm Coast - Flagler	Faith Alkhalib Flagler County, 1769 E Moody Blvd, Bunnell FL 386-313-4006 falkhalib@flaglercounty.org	Faith Alkhalib Flagler County, 1769 E Moody Blvd, Bunnell FL 386-313-4006 falkhalib@flaglercounty.org
\$849,750.00	South Water Treatment Plant	Silt Work, & Pipe Work -- fencing, yard pipe, .5 mg ground storage tank, sodium hypochlorite system, well pump building, well pumps	7/10/2009	Leonel Masci Sammie Davis Ortago Pierson	Orange City - Volusia	Richard Villaseor, Miller Legg, 601 South Orlando Ave, Suite 200, Winter Park, FL 407-828-8880 RVillaseor@millerlegg.com	Cheryl Bredbenner, City of Orange City, 386-775-5449 chredbenner@auroracounty.com
\$2,305,535.17	Reclaimed Water Southern Extension	Roadwork, Water main	2009	Leonel Masci Sammie Davis Ortago Pierson	Deberry - Volusia	Andrew Gianini OLHA - 4401 Eastpon Parkway - Port Orange 386-761-8810 agianini@olha.com	Earl Farmer, Volusia County Inspector EFarmer@co.volusia.fl.us
\$2,972,482.60	Hollywood Water Line Utility Improvements	Sanitary Sewer - 3 MH, Fitting & accessories, 45 lf PVC SS piping, Water meter, Hydromatic pumps, wet well, 14 lf 4" Portable Water Main 7.13 lf 8"-12" DR18 C900 PVC WM, 14,000 lf 14"-18" DR 18 C905 PVC WM, Fitting & Accessories, 1,100 lf 24" HDPE Circ Drill, Water Meter Storm Water - 7 MH, 2 Inlets, 233 LF 18" RCP Piping, Fitting & Accessories. Removals - 92 lf 8" Stormwater PVC Pipe, 166 lf 10" water main, 1,000 sy sidewalks, 1.5 ac clearing Roadwork - 6,900 lf asphalt, 300 sy limerock, 818 sy subgrade, signage, guardrails, traffic striping & painting, 4,500 sy asphalt milling, 1100 cy import fill Concrete - 2,900 lf curbing, 2,100 lf sidewalk Landscape - 65 lf chain link fence, swing gate, 19,000 sy sod	8/24/2008 - 7/30/2009	Leonel Masci Luis Belta Bill Hodges	West Melbourne - Brevard	Matt Soyka, Soyka Engineering, 1680 W. Hibiscus Blvd, Melbourne FL 321-956-2255 :soykaintc@bellsouth.net	Neil Davila, City of West Melbourne, 2240 Minlon Road, West Melbourne, FL 32904 321-727-7700 ndavila@westmelbourne.org
\$278,737.00	South End Reuse Expansion	Roadwork - Subgrade, Coquina or limerock base, asphalt, traffic striping, signage, ash concrete Landscape - Sodding, seeding & mulch, Concrete - Driveways Reuse Pipe - 8"-12" C900 & 12" C350 Water fitting dip, 8"-12" gate valve assembly & box	1/8/2009 - 8/24/2009	Leonel Masci Loren Morris Hector Meza	Melbourne - Brevard	Cheryl Cary, Frazier Engineering - 2289 W. Eau Gallie, Melbourne FL 321-963-6282 ccary@fraziereng.com	John Clark, Melbourne Inspector 321-617-7390
\$555,591.00	Alachua Street Valencia Gardens Pump Station Improvements	Pump Station Improvements, Wet Well, Sewer, 311 lf 8" gravity main, 350 lf 4"-6" dr 25 c-800 pvc FM, 140 lf remove exist 4" CL FM, 2 manhole liner, 3,300 sy bedding rock, 2 1" water service with meter bfp & hose bid, 275 lf 2" pe sdr 9 tubing, wet well, valve vault, pumps, 32 lf 18" rcp, Fitting & accessories, 1" backflow preventer Roadwork 252 sy const crushed shell roadway, 260 sy 1" S-III asphalt, 358 lf chain link fence Concrete - 200 sy driveway	9/18/2009	Leonel Masci Joseph Tersigni Carlos Mesa	Orlando - Orange	Herb Collado, Orange County 9150 Curry Ford Rd, Orlando, FL 407-254-8900 Herbarto.Collado@ocfl.net	Tony Campbell, OCU 407-847-9602 Tony.Campbell@ocfl.net

Completed Contracts - Past Five Years

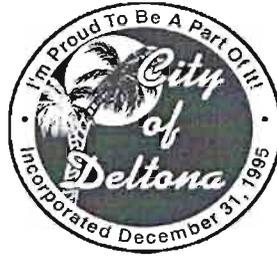
DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER SUPERVISOR FOREMAN	WHERE LOCATED CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$341,900.00	South Waste Water Treatment Plant	Pipe & Grading - sodium bisulfate system, central lagoon blowers, chemical building upgrades	3/27/2009 - 9/30/2009	Leonel Masci Steve Robertson	Green Cove Springs - Clay	Jason Shepler, Mittauer & Associates, 560-1 Wells Rd, Orange Park 904-278-0030 JShepler@mittauer.com	Mike Nall, City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 904-529-2200 mnall@greencovesprings.com
\$3,316,727.00	Upper Eau Gallie Stormwater Improvements	Removal 9 B ac clearing, 58,600cy excavation, Landscaping - 17,000 sy sodding, 11,000 sy hydro seeding, 3,300 sy turf rein Road Work - 154 sy stabi, 1,000 lf guardrail, 3,000 sy pavement, 1,000 lf chain link fence Concrete - 60 lf curb/gutter, concrete collars, headwall, wingwalls & inlets & 290 sy driveways Piping/inlets/MIH - 4 inlets, 340 lf 24"-48" RCP, 600 lf 36"x60" ERCP, 30 lf 7" cnp, 850 lf RCBC, 130 lf 60" RCP, 450 lf 29"x45" ERCP, 645 lf 34"x63" ERCP, Manholes and Fittings & Accessories, 10 24"-48" Concrete MES, 920 sf steel sheet pile wall & cap structure, 44 lf 3'x6' Concrete box, 74 lf 6'x8' Concrete box, 150 lf 6'x10' Concrete box, 90 lf 7'x12' Concrete box, Concrete Junction Box	6/21/2008 - 10/8/2009	Leonel Masci Jim Barr Rafael Mesa	Melbourne - Brevard	Bach McClure, Brevard County, 2725 Judge Fran Jamieson Way, Bldg A-219, Viera FL 321-633-2014 Bach.McClure@brevardcounty.us	Bach McClure - Brevard County - 321-633-2014, Ext. 52409 Bach.McClure@brevardcounty.us
\$364,552.00	Magnolia / Aster / Dahlia Capital Drainage Project	Drainage 20 inlet, 15 manhole, 125 lf concrete pipe culvert n-12 16", 650 lf concrete pipe culvert ss d ll, 2,300 lf ads pipe culvert n-12 24", 10" w/m conflict, curb, gully abby 10" drainage extension, 155 lf ads pipe culvert n-12 36", Filling & accessories Landscaping - 100 lf 4'-8" hpl wood privacy fence, 480 lf fencing & gates, 6200 sy sod Concrete - 590 sy concrete driveway, 389 sy concrete sidewalk, Roadwork - 200 sy pavement, 6 in rubble rip rap	2/19/2008 - 10/30/2009	Leonel Masci Sammie Davis Ortago Pleison	Deberry - Volusia	Kevin Hare, City of Deberry, 137 S. Hwy 1792, Deberry FL 321-436-1070	Kevin Hare, City of Deberry, 137 S. Hwy 1792, Deberry FL 321-436-1070
\$467,410.00	Division Ave Well Rehabilitation Walls 7A & 18A	Pipe & Grading - 238 lf drill pull hole, 350 lf ream pull hole 12", 20" casing, 110 lf 20" steel casing, 238 lf 12" pvc casing, 289 sects cement, 147' drill 10" open borehole, 2 test pump, 340 lf pump discharge pipe, 50 hr well development, 3 submersible well pumps & fitting, 600 lf 6" raw water main	3/6/2009 - 10/30/2009	Leonel Masci Robert Allain Carlos Mesa	Ormond Beach - Volusia	John Nobile, City of Ormond Beach, 22 South Beach St, Ormond Beach FL 3266-676-3268	Alex Blake, City of Ormond Beach, 22 South Beach St, Ormond Beach FL 3266-676-3268
\$599,851.00	Miscellaneous Educator Station	Piping, Valve Vault, Roadwork, Wet well - wet well, valve vault, pumps, elec work, piping, landscape, 100 lf 8" w/m, 4" connection, Filling & accessories, fire hydrant.	10/20/2009 - 5/18/2010	Leonel Masci Joe Tersigni	Palm Coast-Flagler	Marcus Crosby CPH Engineers 520 Palm Coast Parkway SW Palm Coast, FL 386-445-6569	Mary Kronenberg, City of Palm Coast, 160 Cypress Point Parkway Suite B-106 Palm Coast, FL 32168 386-986-9700 Mkronenberg@ci.palm-coast.fl.us
\$69,316.00	Indian Trails Pedestrian Bridge	Roadwork, Piping, Bridge - Excavation & Bleacher Relocation Concrete - 180sy concrete sidewalk Landscaping - 116 sy soil layer 6" standard, 510 lf timber piling, 26 lf fencing, 116 sy sod turf	2010	Leonel Masci Robert Allain	Palm Coast-Flagler	Sabah Blaney CPH Engineers 520 Palm Coast Parkway SW Palm Coast, FL 386-445-6569	Carl Cole, City of Palm Coast, 160 Cypress Point Parkway Suite B-106 Palm Coast, FL 32168 386-986-3748
\$148,659.35	B-19 Canal at Willow Run Blvd Emergency Utility Repair Project	Water Main, Raw Water - 545 lf 32" HDPE SDR 13.5 lf @ connection, Tie-ins, fittings, 1" potable water air release, 2" raw water air release, swab by pigging 12" potable water main, Roadwork - 1,045 sy asphaltic concrete Concrete - 15 sy driveway, 177 sy sidewalk, 72 cy bulk concrete Landscaping - 2,657 sy sod,	9/30/09 - 1/26/2010	Leonel Masci Sammy Davis	Port Orange - Volusia	Mark Hampton DLHA - 4401 Easiport Parkway, Port Orange 386-761-6810 mhampton@qlha.com	Fred Griffin - City of Port Orange 386-505-5753 fgriffin@port-orange.org
\$130,600.00	Breazewood Water Treatment Plant Upgrades	Water Treatment, Roadwork, Water Main - 2 6" dj check & gate valve, 3 chemical injectors / saddles, 2 elements static mixer 6", 3 element static mixer 6", FRP 8'x16' chemical storage building, 2 chemical pump skid, 350 gal chlorine storage tank, gravity fed eye wash, portable curb ramp, portable water piping, 1 stainless steel & pvc chemical feed piping	8/4/2009 - 2/8/2010	Leonel Masci Steven Robertson	Orange City - Volusia	Lanca Littrell, Reiss Environmental Inc, 12001 Research Parkway Suite 228 Orlando, FL 32826 407-679-5358 llittrel@REISSENG.com	Dom P. Sovero Volusia County 386-822-5772
\$55,732.50	Wimette Ave 12-inch Force main Replacement	Force main 450 lf 12" pvc force main, fittings, 2 12" gate valve & box, 2 connection to ext force main, manhole, Concrete - 375 sy sidewalk, 120 lf curb, Roadwork 135 sy asphalt pavement!	2/8/2010	Leonel Masci Loren Morris	Ormond Beach - Volusia	Andrew Gianini QLHA - 4401 Easiport Parkway, Port Orange 386-761-6810 agianini@qlha.com	Mike Dunn City of Ormond Beach 386-676-3269 Dunnm@ormondbeach.org

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER SUPERVISOR FOREMAN	WHERE LOCATED CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$169,805.25	Atlantic Ave Water Main Location	Water Main - 600 lf 12" - 18" awwa C-900 dr18, 3 tapping valve, 5 gate valve, Fitting, 3 short 1" water service, 7 water meter cut overs, 120 lf 12" DR11 hope pipe horizontal dir drill, fire hydrant, Concrete - 75 sy sidewalks, 26 lf curb, 10 bulk concrete	1/19/2010 - 3/19/2010	Leonel Masci Sammy Davis	Port Orange - Volusia	Mark Hampton OLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 mhampson@qlha.com	Fred Griffin - City of Port Orange 386-506-5753 fgriffin@port-orange.org
\$144,927.54	Lift Station 60 ForceWater Main Replacement	Water Main - 1,300 lf 10"-14" dr-11 hope FM, 510 lf 10" dr11 hope WM, The-Ins & Connections, Fittings Landscape - 580 sy sod,	4/13/2010	Leonel Masci Sammy Davis	Orange City - Volusia	Andrew Gianini QLHA - 4401 Eastport Parkway, Port Orange 386-761-6810 agjanini@qlha.com	Scott Mayes Volusia County 386-736-5987 ext 2078 smays@co.volusia.fl.us
\$6,265,879.20	CDF Phase IV Closure South Slope (L.F. Gas Expansion & Stormwater Improvements)	Stormwater - Discharge pipe structures, Terrace Underdrain & Drain Basin Inlets (HDPE MH), Install GFFR, Temp berm Drain Culvert Landfill Gas Lines & Well - Dewatering Well, Well Bore Seal, 4"-24" SDR 17 HDPE Piping, 6"-8" SDR 11 HDPE, 8" Gas Pipe, 2" SDR 9 HDPE (airline), Well Head, Relocation, U Trap Vacuum Break Landscape - sod & seed, topsoil, ice drain, Geosynthetic Clay Liner(GCL) Roadwork- lime rock, rip rap, road swale, road crossing repairs, road curb	6/22/2009 - 4/13/2010	Leonel Masci Ignacio Masci	Cocoa-Brevard	Jason Haesler, Jones Edmunds & Associates 730 NE Waldo Rd Gainesville, FL 32641 352-377-5621 jhaesler@jonesedmunds.com	Thomas-Bealman Dave Trafion, Brevard County Utilities 321-533-2042 thomas.bealman@brevardcounty.us
\$1,851,256.25	Jupiter Blvd Bridge & Intersection Improvements	Concrete - 1,180 lf Curb & gutter, 20 sy Traffic Separator, 4,260 sy sidewalks & driveways Road Work - 28,000 sy stabil sub base, 5,000 sy stabl sub grading, 30,000 sy coquina shell base, 5,100 sy asphalt Piping/inlets - 45 inlets, 4,100 lf Piping structures, Fitting 7 Accessories Water Main/Force Main - 200 lf 6" PVC WM, 1,700 lf PVC FM, Inlets & Fitting & Accessories	1/27/2009 - 5/30/2010	Leonel Masci Loren Merris Hector Meza	Palm Bay - Brevard	Ron Zimmerman, Frazier Engineering- 2289 W Eau Gallie, Melbourne, FL 321-653-5292	Frank Subinski, Lucas Marine Construction, LLC 1100 Shelter Ave, Suite 101, Jacksonville, FL 904-248-6017 frank@lmclic.net
\$266,831.00	Cogan Drive	Piping, Headwalls - 551 lf 15" - 18" csp, 48 lf 14" x 23" rcp, 56 lf 19" x 30" rcp, 160 lf 34" x 53" rcp, 96 36" x 60" rcp, 240 lf 72" rcp, Fitting & accessories Roadwork - 1,100 sy d-2 Geotextile fabric, 436 in rubble rock, 621 in bedding rock,	2/9/2010 - 6/9/2010	Leonel Masci Tony Chaplow	Palm Bay - Brevard	Matthew Kroge, The Miller Group 1715 Nolan Drive, Morrow, GA 630-8699 Matthew.kroge@millergroup.ca	Matthew Kroge, The Miller Group 1715 Nolan Drive, Morrow, GA 630-8699 Matthew.kroge@millergroup.ca
\$631,895.00	Lake and Range	Road Work - 1,181 sy Asphalt, Traffic Striping & Painting, 360 LF guiderail, 600 LF chain link fence, Rip Rap steps, 1092 sy base roadways Landscape - Sodding Concrete - 1,300 sf sidewalks, 1,000 sf driveways, 90 lf headwalls/wingwalls Portable Water - 160 lf 8" DI WM, 4 8" Line Stop, 42 LF 18" Steel Casing Pipe, 160 LF DR 18" WM, Connections/Trd - Ins & Fitting and Accessories Sanitary Sewer - 2 Line Stop, 880 lf 8"-12" PVC FM, 48 lf 8" DI FM Pipe, 42 lf 18" Steel Casing Pipe, Connections/Trd - Ins, Fittings and accessories Storm Drain - 5 inlets, Storm Drain MH, 4 32" Dia Manway, 278 lf 15"-66" RCP Culvert, 780 lf 8'x8' concrete (class IV) Box Culvert	10/20/2009 - 6/11/2010	Leonel Masci Jim Bahr	Cocoa-Brevard	Bill Row BRPH Architects & Engineers 5700 North Highway 1 Melbourne, FL 32940 321-254-7666	Bruce Auchter Brevard County, 2725 Judge Fran Jamieson Way, Bldg A-219, Viera, FL 321-633-2014 Bruce.Auchter@brevardcounty.us
\$144,629.00	Edgewater LHT Station #2	Roadwork, Piping, Pump station, Demolition	3/5/2010 - 6/29/2010	Leonel Masci Steven Robertson Sammy Davis	Edgewater-Volusia	Brad Blais QLHA - 4401 Eastport Parkway, Port Orange 761-6810 Bblais@qlha.com	Brad Blais QLHA - 4401 Eastport Parkway, Port Orange 761-6810 Bblais@qlha.com
\$286,500.00	VFD's Water Treatment Plant	Piping, Roadwork, Valve Vault - 3 125 hp vfd's, 2 15" g.v, 2 12" g.v, electrical wiring, junction boxes, conduit	9/22/2010	Leonel Masci Steven Robertson	Ormond Beach - Volusia	Brad Blais QLHA - 4401 Eastport Parkway, Port Orange 761-6810 Bblais@qlha.com	Mike Dunn City of Ormond Beach 386-676-3269 Dunnm@omondbeach.org
\$718,611.47	SR A YA Water Main Replacement	Water Main - Removal 6,141 lf <16" jack & bore, install 4-12" 5,000+ lf pipe Sod - 6,000 sy Misc asphalt and concrete, brick cavers	9/30/2010	Leonel Masci	Cocoa - Brevard	City of Cocoa - Ben Hayner, 600 School St., Cocoa, FL 32922 (321) 433-8725	City of Cocoa - Ben Hayner, 600 School St., Cocoa, FL 32922 (321) 433-8725
\$657,167.75	CDBG NR PS No. 1, Force Main & Paving Improvements	Pump Station & Force Main - PVC, DIP, Gate valves & boxes, jack & bore, directional drilling, new pump station, asphalt, sod Improvements - asphalt, paving	07/2010 - 12/2010	Leonel Masci	Bunnell - Flagler	Mittauer & Associates, Inc., 580-1 Wells Road, Orange Park, FL 32073	City of Bunnell - 1769 E. Moody Blvd., Bunnell, FL 32110

Completed Contracts - Past Five Years

DOLLAR AMOUNT OF WORK PERFORMED	NAME OF PROJECT	WORK PERFORMED	DATE(S)	PROJECT MANAGER SUPERVISOR FOREMAN	WHERE LOCATED CITY - COUNTY	ENGINEER OF RECORD	ADDITIONAL REFERENCES / OWNER
\$500,565.87	Fiske Blvd. Force Main Replacement	Force Main - horizontal directional drill fusible DR 18 PVC, jack & bore steel casing, 2,600 lf 6-10" DR 18 PVC Conterale - sidewalk, driveway P&I	1/31/2011	Leonel Masci	Rockledge - Brevard	Jones Edmonis & Associates - Jamie Bell, 730 NE Waldo Road, Gainesville, FL 32647 (352) 377-5821	City of Rockledge, 1600 Hington Lane, Rockledge, FL 32955 (321) 690-3978
\$1,078,497.00	Southeast Water Storage & Pump Station	Site Work, & Pipe Work - surveying, video, sill fence, clearing & grubbing, grading, concrete, mot, asphalt, signing, signage, fencing, sodding, potable water main, force main, HDPE & RCP, Storage Tank, Flow Meter, retention ponds Station - slabs, footers, masonry, framing, tusses, drywall, insulation, stucco, HVAC, plumbing, piping, crane, vacuum system, chemical feed system, electrical, instrumentation, generator, painting, 1 MG ground storage tank	3/25/2011	Leonel Masci Steven Robertson	Edgewater-Volusia	Brad Blais OLHA - 4401 Eastport Parkway, Port Orange 761-6810 Bblais@qlha.com 386-386-386	Brad Blais OLHA - 4401 Eastport Parkway, Port Orange 761-6810 Bblais@qlha.com 386-386-386
\$2,609,240.65	Area IV - Raw Water Main Transmission Main, Contract #1	Water Main - 28,037 lf of 20" DI, directional bore (fusible), gate valves & fittings, asphalt paving, milling, concrete, conduit, sod, etc.	2/6/2010 - 9/30/2011	Leonel Masci	Titusville - Brevard	Jesus Viera, City of Titusville, 555 S. Washington Street, Titusville, FL 32796 321-363-5775 jesus.viera@titusville.com	Jesus Viera, City of Titusville, 555 S. Washington Street, Titusville, FL 32796 321-363-5775
\$298,664.94	West Augustine Improvements - Sanitary Lift Station	Lift Station - Wet well, sanitary sewer, pumps, pressure piping, concrete, fence, electrical, road work, restoration, surveying, generator	1/14/2011	Leonel Masci Ignaci Masci	St. Augustine - St. Johns County	Ryan Waltersbacher, Prosser Hallock, 13801 Sutton Park Drive South, Suite 200, Jacksonville, FL 32224 (904) 739-3855	St. Johns County BOCC, 300 San Sebastian View, St. Augustine, FL 32084 (904) 209-0655
\$63,056.82	Brne Line Conversion to a Potable Water Main - 77th St	Potable Water Main - PVC, HDPE, Tapping sleeve, survey, directional bore	1/18/2011	Leonel Masci	Vero Beach - Indian River County	Kenneth Jones, Schulka, Billie & Stoddard, LLC, 1717 Indian River Blvd., Suite 201, Vero Beach, FL 32960 (772) 779-9622	Indian River County, 1800 27th Street, Vero Beach, FL 32960 (772) 226-1416
\$2,595,842.79	CR 437 (Binlon Rd) Reuse Water Main Extension	Water Main - 10,000 lf of 48" DIP, valves & fittings, 12-36" DIP, 6-18" RCP	2/25/2011	Leonel Masci Tony Chaplow	Apopka - Orange	N/A	City of Apopka - Ken Gatton, 748 E. Cleveland St. Apopka, FL 32703 (407) 703-1731 kgatton@apopka.net Florida Department of Transportation - Donald Devenny, 105 Yelvington Road, Donald Devenny, 105 Yelvington Road, East Palatka, FL 32131, (386) 312-4833 4833
\$576,918.09	SR 5A (from San Sebastian River to a P.L.E. of Malaga Street)	Roadwork - Asphalt paving, excavation, milling, manholes, inlets, french drain, concrete, sidewalk, pavement markings, signalization	5/5/2011	Leonel Masci Ignacio Masci	Augustine - St. Johns County	Florida Department of Transportation - Donald Devenny, 105 Yelvington Road, Donald Devenny, 105 Yelvington Road, East Palatka, FL 32131, (386) 312-4833 4833	Florida Department of Transportation - Donald Devenny, 105 Yelvington Road, Donald Devenny, 105 Yelvington Road, East Palatka, FL 32131, (386) 312-4833 4833



ITB # PW 13-15 As Needed Asphalt Paving and Resurfacing

Required Forms Packet

1. The following eleven (11) forms are required and are to be filled out completely and submitted with your bid as per the instructions within the solicitation documents. All forms shall be submitted as required by the bidding documents under section "Submittals".
2. All addenda (signed and dated).

Bidding companies shall submit two (2) COMPLETE SETS (one [1] original, one [1] electronic copy (CD)) of the Bid submittal.

Please be sure to include the ITB name and number, as well as your firm's name, address and phone number, on the outermost envelope. Failure to provide all of the required submittals may result in the bid submittal to be considered non-responsive and rejected.

BID RESPONSE FORM

Bid of P+S PAVING INC, hereinafter called "Bidder", a CORPORATION doing business as P+S PAVING INC to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the construction of:

City of Deltona
 BID #PW 13-15
 As Needed Asphalt Paving and Resurfacing

having examined the bid documents and the scope of work, and being familiar with all of the conditions surrounding the services to be provided including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions, and Information for Bidders.

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

BASE BID: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

SCHEDULE OF BID PRICES

Category 1 - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	UNIT PRICE per TON
1	FURNISH S-III ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER -TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	TON	\$ 82.50

Category 2 – OPTIONAL ITEMS - There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	UNIT	PRICE PER UOM
2	SOD - Bahia	Sq. Ft	\$ 0.35
3	SOD - St. Augustine	Sq. Ft	\$ 0.50
4	Hay or Straw Baled	EA.	\$ 5.75
5	Silt Fence Staked	LF	\$ 1.75
6	Replacing Mailbox	EA	\$ 275.00
7	Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$ 0.30
8	Traffic Strip Skip (6" White, 6'x10')	LF	\$ 0.30
9	Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$ 0.30
10	Traffic Stripe Solid (12" White)	LF	\$ 1.00
11	Traffic Stripe Solid (24" White)	LF	\$ 1.95
12	Traffic Stripe Solid (6" White)	LF	\$ 0.18
13	Traffic Stripe Solid (6" Yellow)	LF	\$ 0.21
14	Pavement Arrow-Single	EA	\$ 25.00
15	Letters, Words & Symbols (School Message)	Character	\$ 10.00
16	Raised Reflective Markers	EA	\$ 3.85
17	Milling 1"	Sq. Yd	\$ 1.40
18	Milling 1 1/2"	Sq. Yd	\$ 1.40
19	Milling 2"	Sq. Yd	\$ 1.40

20	ADA Ramps	Each	\$ 1,750.00
21	Traffic Control Loop F& I (Type A)	Each	\$ 1,000.00
22	Traffic Control Loop F& I (Type B)	Each	\$ 1,100.00
23	Traffic Control Loop F& I (Type F)	Each	\$ 1,350.00
24	Thermoplastic - Traffic Strip Skip (6" Yellow, 10'x30')	LF	\$ 0.95
25	Thermoplastic - Traffic Strip Skip (6" White, 6'x10')	LF	\$ 0.95
26	Thermoplastic - Traffic Strip Skip (6" Yellow, 6'x10')	LF	\$ 0.95
27	Thermoplastic - Traffic Stripe Solid (12" White)	LF	\$ 3.55
28	Thermoplastic - Traffic Stripe Solid (24" White)	LF	\$ 5.50
29	Thermoplastic - Traffic Stripe Solid (6" White)	LF	\$ 0.75
30	Thermoplastic - Traffic Stripe Solid (6" Yellow)	LF	\$ 0.85
31	Thermoplastic - Pavement Arrow-Single	Each	\$ 60.00
32	Thermoplastic - Letters, Words & Symbols (School Message)	Character	\$ 32.50
33	Thermoplastic - Raised Reflective Markers	Each	\$ 3.85
34	FURNISH S-I ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER - TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50
35	FURNISH S-II ASPHALT ONLY - INCLUDING HAULING AND SPREADING BY AN APPROVED SPREADER - TO INCLUDE ALL LABOR AND MATERIALS INCLUDING TACK COAT (application rate per square yard is per FDOT specifications).	Ton	\$ 79.50

The unit prices provided above shall include all labor, materials, overhead, profit, insurance, etc., to cover the work required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

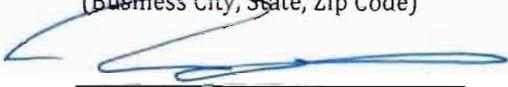
Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Respectfully submitted:

By: P+S PAWING INC
(Business Name)

(SEAL - if bid is by corporation)



3701 OLSON DR.
(Business Address)
DAYTONA BEACH FL 32124
(Business City, State, Zip Code)

(Signature)
TODD PHILLIPS
(Printed Name)
V.P.
(Title)

NON COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA

COUNTY OF VOLUSIA

BRIAN W. DAVIDSON, being first duly sworn deposes and says that:

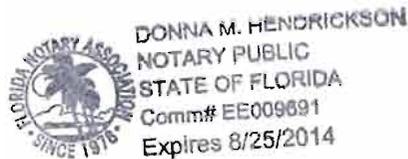
1. He/She is the SR. PROJECT MANAGER of P+S Agency Inc, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Sworn and subscribed to before me this 8th day of August, 2013, in the State of FLORIDA
County of Volusia.

Donna M. Hendrickson Notary Public

My Commission expires: 8/25/2014



CORPORATE RESOLUTION FORM

I, Tim Phillips, Secretary of P+J Paving Inc, a Corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on 8/07, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona for the construction of Asphalt Services

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE
<u>Tim Phillips</u>	<u>3701 OLSON DR</u>	
<u>TODD PHILLIPS</u>	<u>3701 OLSON DR</u>	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 7th day of August, 20 13



BIDDER'S CERTIFICATION FORM

I have carefully examined the Item to Bid, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Item to Bid at the prices and rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the bid documents and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other bidder interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: [Signature]
Signature

Brian W. Davidson Sr. Project Manager
Name & Title, Typed or Printed

3701 OLSON DR
Mailing Address

DAYTONA BEACH FL 32124
City, State, Zip Code

(321) 258-7911
Telephone Number

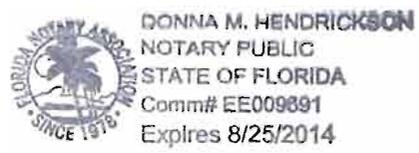
Sworn to and subscribed before me

This 8th day of August, 2013

[Signature]
Signature of Notary

Notary Public, State of Florida

Personally known
-OR-
Produced Identification _____



DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

P+S Paving does:
(Name of Business)

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

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


Signature

BRIAN W DAVIDSON, Sr. Project Manager
Print Name and Title

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by BRIAN W. DAVIDSON, Sr. Project Manager
(Individual's name and title)

For P+S Pump Inc
(Name of entity submitting sworn statement)

Whose business address is 3701 OLSON DR, DAYTONA BEACH FL

And (if applicable) its Federal Employer Identification Number (FEIN) is 59-3155035
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

(Continued)

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



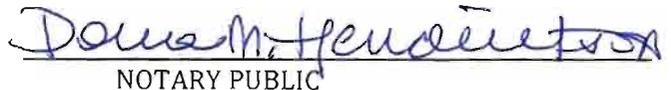
SIGNATURE

8/08/13

DATE

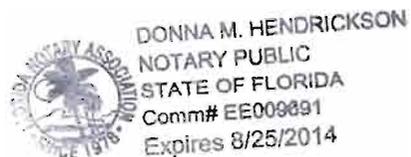
State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Brian W. Dawson (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 8th day of August, 2013.



NOTARY PUBLIC

My commission expires: 8/25/2014



HOLD HARMLESS AND INDEMNITY AGREEMENT

P+S Paving, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR

8/08/13
DATE

References Form

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

References are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted.

References which are located in foreign countries are not acceptable.

1. Project Name: SEE ATTACHMENT "A"
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

2. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

3. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

4. Project Name: _____
 Project Value: _____
 Project Description: _____
 Project Owner: _____
 Owner contact information: _____
 Project Location: _____
 Project Start and End Dates: _____

References continued

5. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

6. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

7. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

8. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

Sub-Contractors and Affiliates Form

The following are a list of Sub Contractors or Affiliates that will be utilized in this contract. Use additional sheets if necessary.

1. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

2. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

3. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

4. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

5. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

EQUIPMENT AND PERSONNEL IDENTIFIER FORM

Contractor shall identify and list below the number of staff, and all types and amounts of equipment that will be dedicated to the performance of this bid should the contractor be awarded the contract pertaining to this bid.

Number of Staff Dedicated to the City of Deltona ~~Howland Blvd. Median Tree Plantings Bid # PW 12-14~~ ^{ASPHALT PAVING} *As Required*
165 Available

DESCRIPTION OF EQUIPMENT DEDICATED TO CITY OF DELTONA FOR AS NEEDED ASPHALT PAVING AND RESURFACING BID # PW 13-15	QUANTITY OF EQUIPMENT
1. <i>SEE ATTACHMENT "B"</i>	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

ATTACHMENT "A"

P & S Paving, Inc.
Project Completion
5 Years

PROJECT NAME / LOCATION	VALUE	START DATE/ COMPLETION DATE	GENERAL CONTRACTOR	OWNER	CONTACT NAME	CONTACT PHONE
SR-100 BUNNELL PH-II Flagler County, FL <i>Road Construction</i>	\$ 11,732,070	6/6/2005 5/24/2007	P & S Paving	FDOT-T5087 719 South Woodland Blvd (MS 3-506) Deland, FL 32720	Tom Morgan	386.671.0228
SR15 CRESCENT CITY Putnam County, FL <i>Road Construction</i>	\$ 4,026,813	1/14/2007 10/8/2007	P & S Paving	FDOT E-2J63 105 Yelvington Rd. Palatka, FL	Bill Craig	386.312.4820
Villaggio Volusia Co., FL <i>Road Construction</i>	\$ 6,644,469	2/18/2006 5/2/2007	P & S Paving, Inc.	K. B. HOMES, LLC 9102 Southpark Loop Center Orlando, FL 32819	Dan Oseah	407.587.3400
SR 11 MILL & BRIDGE RPLCMNT Volusia County, FL <i>Road Construction</i>	\$ 7,778,132	10/5/2007 7/2/2008	P & S Paving	FDOT T5207 719 South Woodland Blvd (MS 3-506) Deland, FL 32720	Jennifer Taylor	386.943.5367
US17/92 SIX LANE Volusia Co, FL <i>Road Construction</i>	\$ 14,594,168	8/6/2007 1/7/2009	P & S Paving, Inc.	FDOT T5183 915 S. Clyde Morris Boulevard Daytona Beach, FL	Terry Simpson (C	386.258.4464
I4-PAVING Volusia Co., FL <i>Road Construction</i>	\$ 13,530,505	4/14/2007 9/11/2008	SEMA Construction 7353 S. Eagle Street Centennial, CO 80112	FDOT		386.774.7362
Florida Memorial Hospital Volusia Co., FL <i>Parking Lot Construction</i>	\$ 12,025,153	6/5/2006 7/22/2009	The Robins & Morton Grou 1900 Summitt Tower Blvd Suite 150 Orlando, FL 32810	Florida Hospital	Ron Bowes	407.916.7235

City of Ormond Beach Resurfacing Ormond Beach, FL <i>Milling & Resurfacing</i>	\$ 675,762	7/1/2009 P & S Paving, Inc. 11/6/2009	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174	April Marti	386-676-3306
SR 15 (US 17/92) Volusia County, FL <i>Road Construction</i>	\$ 4,925,218	2/11/2009 P & S Paving, Inc. 10/20/2009	FDOT - T5284 719 S. Woodland Blvd DeLand, FL	Mike Ruland, PE Michael.Ruland@dot.state.fl.us	386-943-5761
Palm Coast Resurfacing 08-09 Palm Coast, FL <i>Milling & Resurfacing</i>	\$ 4,179,147	2/16/2009 P & S Paving, Inc. 10/3/2009	City of Palm Coast 2 Commerce Blvd. Palm Coast, FL	Judy McCullar	386-986-2360
South Lot 10 ADA Parking DIS - Daytona Beach, FL <i>Parking Lot Construction</i>	\$ 984,342	7/24/2009 P & S Paving, Inc. 1/21/2010	Daytona International Speedway Corporation 1801 In'tl Speedway Blvd. Daytona Beach, FL 32114	Martin Flugger	386-681-4320
Howland Blvd. City of Deltona, etc. <i>Road Construction</i>	\$ 13,766,073	3/29/2007 P & S Paving, Inc. 1/28/2010	County of Volusia 123 W. Indiana Avenue DeLand, FL 32720	Todd Buckles	386-736-5967
Publix - Ormond By The Sea Ormond by the Sea, FL <i>Parking Lot Construction</i>	\$ 331,796	5/20/2009 HGR Construction 3/10/2010 1801 Lee Road Winter Park, FL 32789	Century Companies 500 S. Florida Avenue Lakeland, FL 33801	Louie Akel	407-645-4447
US 192 & John Rodes Blvd. Melbourne, FL <i>Road Construction</i>	\$ 971,884	9/8/2009 P & S Paving, Inc. 3/12/2010	Melbourne 95 New Haven LLC 1111 Metropolitan Avenue Charlotte, NC 28204	Scott Glaubitz BSE Consultants	321-725-3674
SR 44 New Smyrna Beach New Smyrna Beach, FL <i>Road Construction</i>	\$ 3,021,968	8/24/2009 P & S Paving, Inc. 3/25/2010	FDOT - T5303 719 South Woodland Blvd. DeLand, FL 32720	Mike Wilson	386-736-2642
Daytona Transportation Facility Daytona Beach, FL <i>Parking Lot Construction</i>	\$ 2,887,410	10/10/2008 Wharton-Smith, Inc. 3/26/2010 750 Monroe Road Sanford, FL	County of Volusia School Board P.O. Box 2118 DeLand, FL 32720	Paul Radenhouse Robin Georgens	386-760-1684 407-321-8410

SR 11 - Carter Rd. to Flagler Co. Volusia County, FL <i>Road Construction</i>	\$ 3,525,798	2/1/3810 P & S Paving, Inc. 5/27/2010	FDOT - T5320 719 South Woodland Blvd. DeLand, FL 32720	Terry Phillips	
Old Moultrie Road from Tree Blvd. to north of Arapaho Ave. St. Johns County <i>Design Build Mill & Resurface</i>	\$ 289,980	10/8/2010 GAI Consultants 11/19/2010 2008 Riverside Avenue Suite 200 Jacksonville, FL 32204	FDOT - E2054 1109 South Marion Avenue Lake City, FL 32025	Clifton Hill	904-363-1110
Fort Smith Boulevard Ph. 3 Deltona, FL <i>Road Construction</i>	\$ 9,442,246	12/10/2008 P & S Paving, Inc. 2/3/2011	City of Deltona 2345 Providence Blvd. Deltona, FL 32725	Bowyer-Singleton & Associates Barron Roy	386-738-3028
I-95 & CR 210 St. Johns County <i>Road Construction</i>	\$ 6,193,314	11/5/2008 P & S Paving, Inc. 6/21/2010	St. Johns County Board of Commissioners 2446 Dobbs Road Saint Augustine, FL 32086	Sharon Haluska Eisman-Russo Elli Assi	904-209-0156 904-733-1478
SR 5 (US 1) St. Johns County <i>Milling & Resurfacing</i>	\$ 4,601,109	3/25/2009 P & S Paving, Inc. 5/5/2010	FDOT - T2276 1109 South Marion Avenue Lake City, FL 32025	Karen LaBarbera	
US 92 (SR 600) Daytona Beach, FL <i>Milling & Resurfacing</i>	\$ 4,757,074	7/22/2009 P & S Paving, Inc. 5/24/2010	FDOT - T5279 719 South Woodland Blvd. DeLand, FL 32720	Alan Fisher	
Int'l Speedway Blvd. Streetscape Daytona Beach, FL <i>Streetscape Project</i>	\$ 1,119,828	9/24/2009 P & S Paving, Inc. 7/1/2010	City of Daytona Beach 950 Bellevue Avenue Daytona Beach, FL	Robert DeWitt	386-671-8300
DIS Redevelopment DIS - Daytona Beach, FL <i>Parking Lot Construction</i>	\$ 1,654,554	9/14/2009 P & S Paving, Inc. 8/5/2010	Daytona International Speedway Corporation 1801 In'tl Speedway Blvd. Daytona Beach, FL 32114	Martin Flugger	386-681-4320

SR 15 (US 17) Volusia County <i>Milling & Resurfacing</i>	\$ 2,356,564	6/30/2010 P & S Paving, Inc. 11/3/2010	FDOT - T5336 719 South Woodland Blvd. DeLand, FL 32720	Terry Phillips
SR A1A Port Orange Volusia County <i>Milling & Resurfacing</i>	\$ 2,106,037	4/26/2010 P & S Paving, Inc. 1/8/2011	FDOT - T5325 719 South Woodland Blvd. DeLand, FL 32720	Alan Fisher
Atlantic Avenue & Silver Beach Daytona Beach <i>Streetscape Project</i>	\$ 656,500	7/7/2010 P & S Paving, Inc. 1/4/2011	City of Daytona Beach 950 Bellevue Avenue Daytona Beach, FL	Robert DeWitt 386-671-8300
Runway 13-31 Pavement Rehabilitation St. Johns County <i>Milling & Resurfacing</i>	\$ 5,652,153	7/19/2010 P & S Paving, Inc. 2/23/2011	St. Augustine-St. Johns County Airport Authority 4796 U.S. 1 North St. Augustine, FL 32095	Mike Cornell 904-209-0870 Passero Associates
Houligans Port Orange Volusia County <i>Parking Lot Construction</i>	\$ 526,863	6/25/2010 P & S Paving, Inc. 3/21/2011	Houligans Port Orange, llc 810 Fentress Court, Suite 130 Daytona Beach, FL 32117	Steve Curtis 386-238-3600 Charles Wayne Construction Services
D-5 Mill & Resurface Orange & Seminole Counties <i>Milling & Resurfacing</i>	\$ 519,237	9/1/2010 P & S Paving, Inc. 3/9/2011	FDOT - E5P01 133 South Semoran Blvd. Orlando, FL 32807	Daniel Eisman
City of DeBary Street Resurfacing DeBary <i>Milling & Resurfacing</i>	\$ 434,512	12/13/2010 P & S Paving, Inc. 3/16/2011	City of DeBary 16 Colomba Road DeBary, FL 32713	Jeremiah Owens 407-322-6841 CPH Engineers
SR 417 - Lake Jesup ORT Plaza Seminole County <i>Milling & Resurfacing</i>	\$ 6,126,742	6/10/2009 Southland Construction 5/8/2011 172 West Fourth Street Apopka, FL 32701	Florida Turnpike Enterprise P.O. Box 613069 Ocoee, FL 34761	Tyler Carr

I-95 Resurfacing & Guardrail Brevard & Volusia Counties <i>Design Build & Resurfacing</i>	\$	10,955,469	10/13/2010 P & S Paving, Inc. 5/27/2011	FDOT - E5N56 719 South Woodland Blvd. DeLand, FL 32720	Tim Grimm	
SR 5 (US 1) & SR 40 (Granada) Volusia County <i>Turn Lane and Sidewalk</i>	\$	2,449,861	1/11/2011 P & S Paving, Inc. 10/21/2011	FDOT - T5362 915 South Clyde Morris Blvd. Daytona Beach, FL 32114	Christopher Nolen	
Volusia Mall Overlay Daytona Beach <i>Resurfacing</i>	\$	646,720	2/28/2011 P & S Paving, Inc. 3/28/2011	CBL & Associates Properties 2030 Hamilton Place Blvd., Ste 500 Chattanooga, TN 37421-6000	Jamey Flegal	423-553-8792
SR 5A (Nova) Herbert to SR 400 Volusia County <i>Milling & Resurfacing</i>	\$	2,653,350	3/4/2011 P & S Paving, Inc. 9/19/2011	FDOT - T 5382 915 South Clyde Morris Blvd. Daytona Beach, FL 32114	Dwight Grube	
CR 419 Resurfacing Seminole County <i>Milling & Resurfacing</i>	\$	816,022	6/9/2011 P & S Paving, Inc. 7/12/2011	Seminole County 1101 East First Street Sanford, FL 32771	Jacqui Perry	407-665-7114
Red Bug Lake Road Seminole County <i>Milling & Resurfacing</i>	\$	1,100,401	9/12/2011 P & S Paving, Inc. 11/5/2011	Seminole County 1101 East First Street Sanford, FL 32771	Jacqui Perry	407-665-7114
DIS West Lot Daytona Beach <i>Sitework & Parking Lot</i>	\$	2,008,687	10/17/2011 P & S Paving, Inc. 1/13/2012	Daytona International Speedway, LLC One Daytona Blvd. Daytona Beach, FL 32114	Martin Flugger	386-681-4320
Putnam & St. Johns Counties Putnam & St. Johns Counties <i>Milling & Resurfacing</i>	\$	1,312,161	2/4/2009 P & S Paving, Inc. 1/12/2012	FDOT - E2L92 3600 DOT Road, MS-2701 St. Augustine, FL 32095	Mike Hall	904-825-5036

City of Port Orange Resurfacing Port Orange <i>Milling & Resurfacing</i>	\$ 469,159	2/1/2012 P & S Paving, Inc. 3/8/2012	City of Port Orange 1000 City Center Circle Port Orange, FL 32129-4144	Lynette Luff	386-506-5600
Runway 7L-25R Daytona Beach International Airport Daytona Beach <i>Runway Milling & Resurfacing</i>	\$ 15,144,760	11/8/2010 P & S Paving, Inc. 5/11/2012	County of Volusia 123 West Indiana Avenue, Rm 304 Deland, FL 32720-4608	John DelGuidice RS&H Jacksonville, FL	904-256-2304
City of Daytona Resurfacing Daytona Beach <i>Milling & Resurfacing</i>	\$ 4,790,937	9/2/2010 P & S Paving, Inc. 3/27/2012	City of Daytona Beach 950 Bellevue Avenue Daytona Beach, FL	Robert DeWitt	386-671-8300
Cobblestone Village Palm Coast <i>Sitework and Parking Lot</i>	\$ 1,516,617	7/21/2011 P & S Paving, Inc. 7/11/2012	CVPC - Outparcels, LLC CBL & Associates Properties 2030 Hamilton Place Blvd. Chattanooga, TN 37421-6000	Jamey Flegal	423-553-8792
SR 19 Lake County Lake County <i>Milling & Resurfacing</i>	\$ 1,876,585	2/12/2012 P & S Paving, Inc. 5/14/2012	FDOT - Leesburg Operations 1405 Thomas Avenue Leesburg, FL 32748	Karen Madrid	352-326-7736
City of Port Orange Port Orange <i>Milling & Resurfacing</i>	\$ 373,998	2/1/2012 P & S Paving, Inc. 3/8/2012	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	Tom Cinefro	386-506-5704
Mulch Area & Road Improvements Seminole County <i>Milling & Resurfacing</i>	\$ 647,568	3/26/2012 P & S Paving, Inc. 4/16/2012	Seminole County 1101 East First Street Sanford, FL 32771	Jacqui Perry	407-665-7114
Upsala Road Seminole County <i>Milling & Resurfacing</i>	\$ 491,592	3/16/2012 P & S Paving, Inc. 4/25/2012	Seminole County 1101 East First Street Sanford, FL 32771	Jacqui Perry	407-665-7114

P & S Paving, Inc.
 P. S Paving Inc.
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ATTACHMENT 5

Equip No.	Description	Manufacturer	Distributor	Serial Number	Make/Model	Model Year
95	STERLING TACK TRUCK 6857	LEEBOY MODEL MAX III	RING POWER	2FZAASDC04AN16857	LEEBOY	2004
101	JD 444E 2 CY	JOHN DEER		CK444EB001256	JD 444E	
102	JD 544H 2.5 CY	JOHN DEER		DW544HX565650	JD 544H	
103	JOHN DEERE 624 J WHEEL LOADER	JOHN DEER	NORTRAX	DW624JZ597323	JD624J	2005
104	KOM 420 13.5 CY	KOMATSU		10015	KOM WA420	
105	CAT 938G 15CY	CAT	RINGPOWER	04YS02371	CAT 938 G	
106	LULL	LULL		97X12N21-375	LULL SK-37	
107	VOLVO 120D 5 CY	VOLVO		L120DV63119	VOLVO 120D	
108	CAT 928 2.5 CY	CAT	RINGPOWER	6XR03183	CAT 928G	
109	CAT SKID STEER	CAT	RINGPOWER	FDG00175	CAT 252	
110	CAT 928G	CAT	RINGPOWER	6XR03239	CAT 928G	
111	VOLVO 150	VOLVO				2002
112	CAT 938G	CATERPILLAR	RINGHAVER	CRD00518	CAT 938G	2003
118	VOLVO 180 LOADER	VOLVO			VOLVO 180	2003
119	JD 544H					2003
120	TRACK LOADER	JOHN DEERE	TRIPLE D EQUIPMENT	RSD00794/RC100	100 HP RUBBER TRACK	2004
121	CAT 938G SERIES II	CATERPILLAR	RING POWER	CRD01748	CAT 938G SERIES II	2006
122	RC100 SKID STEER	SKID STEER	Triple D Equipment	RSD01899	RC100 CAB Rubber Truck	2006
123	KS 602 WHEEL LOADER	KS602	Great Southern Equipment	60J4-5066	KSS60ZV	2006
124	VOLVO 180 E	VOLVO	FLAGLER CONSTRUCTION EQUIPMENT	LI80EV7395	VOLVO L-180E	2006
125	CAT 928GZ LOADER	CATERPILLAR	RINGPOWER	DJD02601	928GZ WHEEL LOADER W/	2007
126	CAT 928 GZ DJD02763	CATERPILLAR	RINGPOWER	DJD02673	928 GZ WHEEL LOADER W.	2007
127	CAT 928GZ LOADER	CATERPILLAR	RING POWER CAT	DJD02899	928GZ	2007
128	CAT TELEHANDLER	CATERPILLAR	RINGPOWER	SLD01448	CAT TH350B MA3 DELUXE	2007
129	CAT 287C LOADER	CATERPILLAR	RINGPOWER	MAS00706	MULTI TERRAIN LOADER	2008
130	CAT 938G II LOADER	CATERPILLAR	RING POWER CAT	CRD02706	938G II WHEEL LOADER	2008
131	CAT 972H LOADER	CATERPILLAR	RINGPOWER	A7D00652	972 WHEEL LOADER SW	2008
132	CAT 236B2 SKIDSTEER	CATERPILLAR	RING POWER	HENO7725	236B2 SKIDSTEER	2008
133	CAT 289C	CATERPILLAR	RING POWER	JMP00244	289C CH2	2008
134	CAT 272C CHS4	CATERPILLAR	RING POWER	RED01706	CAT 272C	2009
135	T200 BOBCAT	COLLINS MANUFACTURING	CHARLES BRIAN COLLINS	518917016	T200	2002
136	CAT 289C CH2	CATERPILLAR	RING POWER	JMP00640	CAT 289C CH2	2009
137	JD 5310 TRACTOR	JOHN DEERE	SAM TRIVETT	PY5203U000461	JD 5310	2003
138	CAT 938H	CATERPILLAR	RING POWER	MJC00607	938H WHEEL LOADER	2009
139	CAT 938H	CATERPILLAR	RING POWER	MJC00446	938H WHEEL LOADER	2009
140	CAT 972H LOADER	CATERPILLAR	RING POWER	A7D00799	972H SWMA1	2009
141	CAT 950G LOADER	CATERPILLAR	RING POWER	AXX01119	950GII	2005
142	CAT 289C LOADER	CATERPILLAR	RING POWER	JMP01004	289C CH2	2010
143	CAT 972K WHEEL LOADER	CATERPILLAR	RING POWER CAT	Item 07A	972K WHEEL LOADER	2011
201	CAT D3G XL	CATERPILLAR	RINGPOWER	CFC00159	CAT D3G XL DOZER	

P & S Paving, Inc.
 Equipment Asset Report
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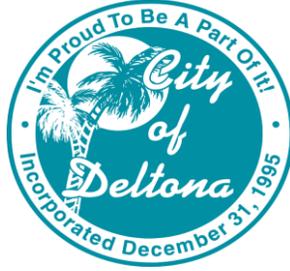
Equip No.	Description	Manufacturer	Distributor	Serial Number	Make/Model	Model Year
202	JD 550 GLT	JOHN DEER		T2550GH826697	JOHN DEER 550GLT	
203	KOM D58	KOMATSU		A810116	KOMATSU D58	
204	CAT D58	CATERPILAR	RINGPOWER	1DD04217	CAT D5H	
205	CAT D5M	CATERPILLAR	RINGPOWER	04BR00598	CAT D5M	
206	CAT D3C	CATERPILLAR	RINGPOWER	9TS00467	CAT D3C	
207	KOM D41P	KOMATSU		B21079	KOMATSU D41P-6	
208	CAT D5MXL	CATERPILLAR	RINGPOWER	4BR00947	CAT D5M	2002
209	CAT D5	CATERPILLAR	RING POWER	AKD01148	D5NLGP	2004
210	JD 450J LPG DOZER	JOHN DEERE	NORTRAX	T0450JX114301	450J LGP DOZER	2005
211	CAT D6R DOZER	CATERPILLAR	RING POWER	WRG00246	D6RLGPIII	2006
212	JD450 LGP DOZER	JOHN DEERE	NORTRAX	TO450JX135991	JD450 LGP	2007
213	CAT D4K LGP TRACTOR	CATERPILLAR	RING POWER	RRR00420	CAT D4K LGP	2011
301	JD 670A	JOHN DEER		09339T	JOHN DEER 670A	
302	HUBER M850A	HUBER		M501	HUBER M850A	
303	CAT 12H	CATERPILLAR	RINGPOWER	4XMO1506	CAT 12H	
304	VOLVO G60	VOLVO		X201004X	VOLVO G60	
305	CAT 12H	CATERPILLAR	RINGPOWER	CAT0012HE4XM03086	CAT 12H	
306	CAT 12H GRADER	Caterpillar	Ringhaver	4XM03316		2002
307	CAT MOTOR GRADER	Caterpillar	Ringhaver	4XM03359	Caterpillar 12H Motor Grader	2003
308	CAT 12H MOTOR GRADER	CATERPILLAR	Ring Power CAT	AMZ00558	CATERPILLAR 12H MOTOR	2004
309	CAT 12 MOTOR GRADER	CATERPILLAR	RING POWER	B9F00403	CAT 12 MOTOR GRADER	2009
401	KOM PC300	KOMATSU		13050	KOM PC300	
402	LINKBELT	LINKBELT		LE2177281	4300	
403	AMER 7220 DRAGLINE	AMERICAN		GS19764	AMERICAN 1220	
404	CAT 613 PAN	CATERPILLAR	RINGPOWER	8LJ01656	CAT 613 PAN	
405	KOBELCO	GRADALL		NP327159	GRADALL GW4643W	
406	CAT 613 PAN	CATERPILLAR	RINGPOWER	8LJ02397	CAT 613 PAN	
407	HYD. EXCAVATOR	KOBLECO		LBU0246	KOBLECO SK270LC	
408	TELESCOPIC EXCAVATOR	Gradall		0417557	Gradall XL4100	2003
409	CAT EXCAVATOR	CATERPILLAR	RINGPOWER		CAT 330B	2003
410	EXCAVATOR	KAWASAKI	GREAT SOUTHERN CONST. EQUIP	YC07U1008	SK330	2005
411	CAT HYD MINI EXCAVATOR	CATERPILLAR	RING RENT	DMA04937	303 CR MINI HYD EXC MA1	2005
412	CAT 330 DL EXCAVATOR	CATERPILLAR	RING POWER CAT	MWP00907	330 DL	2006
413	CAT MINI EXCAVATOR	CATERPILLAR	RING POWER	DMY02011	303.5C CR MINI HYDRAULIC	2009
414	KOLBECO SK350 EXCAVATOR	KOLBECO	GREAT SOUTHERN EQUIPMENT	YC08U2137 - SK352137	SK350 HYDRAULIC	2009
415	CAT 330CL	CATERPILLAR	DAYTONA UNDERGROUND, INC.	DKY03140	CAT 330CL	
416	CAT 336DL	CATERPILLAR	RING POWER	W3K00308	336DL	2009
417	JOHN DEERE 160 TRACK HOE	JOHN DEERE	INDUSTRIAL TRACTOR	P00160X041089	160LC	
418	CAT 336EL EXCAVATOR	CATERPILLAR	RINGPOWER	B7Y00767	336EL HYD	2012
501	BLAW-KNOX 10' PAVER 1996	BLAW KNOX		17217-14	BLAW-KNOX PAVER	

Equip No.	Description	Manufacturer	Distributor	Serial Number	Make/Model	Model Year
502	ROADTEC 10' PAVER 2000	ROADTEC		RP108-10-275	ROADTEC RP-180-10	
503	NEW HOLLAND BROOM	NEW HOLLAND		082568 B	NEW HOLLAND 3930 BROC	
504	FORD 3910 BROOM	FORD		C762750	FORD 3910 BROOM	
505	MILL RX50B	ROADTEC		131	ROADTEC RX50B	2002
506	NEW HOLLAND BROOM	NEW HOLLAND		001255429	NEW HOLLAND TN55 BROC	
507	NEW HOLLAND BOX BLADE	NEW HOLLAND		A44126	NEW HOLLAND BOX BLADE	
508	BLAW KNOX ROAD WIDENER	BLAW KNOX			BLAW KNOX ROAD WIDENI	
509	ROADTEC PAVER 2002	ROADTEC				2002
510	BROOM TN55			001257974	TN55	
511	ROADTEC PAVER 2003	ROADTEC	ROADTEC	EZIVX0279C9A4	ROADTEC PAVER 180-10	
512	Roadtec Milling Machine	Roadtec		RX50BX138	Roadtec Cold Planer	
513	NEW HOLLAND BOX BLADE	NEW HOLLAND			BOX BLADE	2003
514	NEW HOLLAND SWEEPER	NEW HOLLAND			SWEEPER	2003
515	SHUTTLE BUGGY	Roadtec, Inc.	Roadtec, Inc.	SB2500CX729		2004
516	ROADTEC PAVER 8' 2004	ROADTECH	ROADTEC, INC.	RP150X158	RP150 RUBBER TIRED PAV	2004
517	ELGIN EAGLE SWEEPER TRUCK	Elgin Eagle	Environmental Products of FL	49HAADB75DN90181	Elgin Eagle F2055D W/Chas:	2005
518	CAT COLD PLANER	CATERPILLAR	RING POWER CORPORATION	RBG00227	CAT PC205	2005
519	NEW HOLLAND SWEEPER	NEW HOLLAND	RSC EQUIPMENT	1144068	3930	2005
520	NEW HOLLAND BOX BLADE	NEW HOLLAND	HERC Exchange LLC	A442961	345D	2000
521	ROADTEC PAVER 10' 2005	ROADTEC	ROADTEC	RP190-171	RP190	2005
522	LEEBOY PAVER 2006	LEEBOY	RING POWER	44575	LEEBOY 8515 PAVER	2006
523	ROADTEC MILL RX700 2007	ROADTEC	ROADTEC, INC.	CH700-86X133	RX700-3 COLD PLANER	2007
524	ROADTEC 10' PAVER 2007	ROADTEC	ROADTEC, INC.	RP190X217	RP190 RUBBER TIRED	2007
525	JOHN DEERE SWEEPER	JOHN DEERE	SOUTH DAYTONA TRACTOR	SN-LV4520H440310	4520 TRACTOR	2007
526	ROADTEC RP190 PAVER	ROADTEC	ROADTEC	RP190X268	RP-190 RUBBER TIRED PAI	2008
527	JOHN DEERE 4520 BROOM	JOHN DEERE	SOUTH DAYTONA TRACTOR	K2FMHD78	4520 TRACTOR W/BROOM	2008
528	ROADTEC RX700-3 MILL	ROADTEC, INC.	RODTEC, INC.	RX700-3X177	RX-700-3 COLD PLANER	2008
529	CAT COLD PLANER	CATERPILLAR	RING POWER	RBG00632	PC205 COLD PLANER	2009
530	ROADTEC PAVER	ROADTEC	ROADTEC	RP190-315	RP190	2009
531	1996 FORD 345D TRACTOR	FORD	INDIVIDUAL	A440007	345D	1996
532	HOLLAND 4X4 TRACTOR W/SWEEPER	NEW HOLLAND	MID STATE NEW HOLLAND	Z9NBB1235	4X4 TRACTOR	2010
533	RX700-3 COLD PLANER	ROADTEC	ROADTEC	RX700-3X201	RX700 MILLING MACHINE	2010
534	ROADTEC PAVER RP190	ROADTEC	ROADTEC	RP190389	RP190	2011
601	GAL S330 C3 WHEEL STEEL	GALLION		CRG43563	GALLION D330 C	
602	HYSTER 530 A TRAFFIC ROLLER	HYSTER		A091C4436T	HYSTER C530A	
603	HYSTER C340B STATIC 8-10 TON	HYSTER		B146C2149C	HYSTER C340B	
604	BOMAG 120 D VIBRATORY 3-5 TON	BOMAG		1011700204545	BOMAG L120 D	
605	CASE 602 BD VIBRATORY	CASE		840288416	CASSE W602 BD	
606	HYPAC C850 B VIBRATORY	HYSTER		B188C7881S	HYSTER C850 B	
607	SD100 VIBRATORY ROLLER 3-5 TON	INGERSOL		161455	INGERSOL SD100D	

Equip No.	Description	Manufacturer	Distributor	Serial Number	Make/Model	Model Year
608	HYSTER C747A VIBRATORY 3-5 TON	HYSTER		101170501597	HYSTER C747A	
609	HYSTER C530 AH TRAFFIC	HYSTER		109A22201716	HYSTER C530H	
610	HYPAC C530 A STATIC 8-10 TON	HYSTER			HYSTER C340B	
611	DYNAPAC CS12 3 WHEEL STEEL	DYNAPAC		17520	DYNAPAC	
612	INGRAM 3 WHEEL STEEL	INGRAM			INGRAM STEEL WHEEL	
613	BOMAG A120 D VIBRATORY 3-5 TON	BOMAG		10117516457	BOMAG 120AD-3	
614	BOMAG VIBRATORY TANDEM ROLLER	BOMAG	NORTRAX	101170517878	120AD	2002
615	HYPAC 778 STEEL WHEEL ROLLER	Hypac		9B21501751	Hypac Steel Wheel Roller 77:	2002
616	HYPAC 530AH TRAFFIC ROLLER	Hypac		1936	Hypac C530AH	2003
617	BOMAG VIBRATORY ROLLER	BOMAG		101580371725	BOMAG 211D ROLLER	2002
618	HYSTER C530A	HYSTER				
619	HYSTER C340C ROLLER	HYSTER				
620	HYSTER 340C ROLLER	HYSTER				
621	HYSTER ROLLER	HYSTER			C340	2003
622	HYPAC ROLLER	HYPAC			778	2003
623	HYPAC C340C	HYPAC	NORTRAX	901C14603412	C340C STATIC ROLLER	2004
624	HAMM VIBRATORY ROLLER	Hamm 3410	Briggs Equipment	1690171	Vibratory Compactor hm 169:	2005
625	SAKAI 320 VIBRATORY ROLLER	SAKAI	GREAT SOUTHERN CONST. EQUIP	MEVSW29-30192	SW320	2006
626	SAKAI 320 ROLLER	SAKAI	GREAT SOUTHERN CONST. EQUIP	VSW29-30213	SW320	2006
628	SW 320 ROLLER	GREAT SOUTHERN CONST EQUIP	GREAT SOUTHERN CONST EQUIP	MEVSW36-20131	SW320 COMPACTOR	2007
629	LEEBOY 420 ROLLER	LEEBOY	RINGPOWER CAT	48867	420 WITH 40HP KUBOTA EN	2007
630	SW850 VIBRATORY ROLLER		GREAT SOUTHERN EQUIPMENT	SW8550104	SW850	2008
631	VIBRATORY ROLLER SINGLE DRUM	SAKAI	GREAT SOUTHERN CONSTR	VSV16-50624	SV505D	2009
632	CAT CB54 VIBRATORY COMPACTOR	CATERPILLAR	RING POWER	JLM00170	CB54	2010
701	VOLVO A25C A	VOLVO		5350V68123	VOLVO A25C	
702	VOLVO A25C 2	VOLVO		5350V68135	VOLVO A25C	
703	CATERPILLAR 725 OFF ROAD TRUCK	CATERPILLAR	RING POWER	B1L00171	725 ARTICULATED TRUCK	2005
704	CATERPILLAR 725 OFF ROAD TRUCK	CATERPILLAR	RING POWER CAT	BIL00182	725 ARTICULATED TRUCK	2005
801	ACME 6"	ACME			ACME 6' PUMP	
802	THOMPSON 6"	THOMPSON		32HPU-126	THOMPSON 6' PUMP	
803	THOMPSON 8"	THOMPSON		32HPU-83	THOMPSON 8' PUMP	
805	THOMPSON PUMP 4"	Thompson Hydraulic Power Unit	Thompson Pump	DEUTZ F4L914, HDP30.		2004
806	TRASH PUMP 3"	WACKER	HERTZ	5788578	PT3A	2009
901	POWER SCREEN	CHIEFTAN		500462	CHIEFTAN 140D	
902	LIGHT TOWER 1	AMIDA		951032098	LIGHT TOWER	
903	RAYGO GATOR 8' MIXER	RAYGO		908A0304	GATOR MIXER	
904	PULVI-MIXER 7'	REX		HK981	REX PULVI-MIXER HDSE	
905	LIGHT TOWER 2	AMIDA		0005-64961	AMIDA LIGHT TOWER	
906	FORKMATE	FORK MATE				
907	ARROW BOARD	TRAFCON				

P.S Paving Inc.
 Equipment Asset Report
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Equip No.	Description	Manufacturer	Distributor	Serial Number	Make/Model	Model Year
908	LASER LEVEL					
909	CHAINSAW (STIHL)					
910	MILLER WELDER					
911	PORTABLE REFUELER					
912	BOMAG MIXER	BOMAG		109A23001514	MPH364SDM DEEP MIX	2002
913	JUMPING JACK					
914	PLATE TAMPER					
915	CHAIN SAW					
916	BOMAG MIXER	BOMAG	NORTRAX	901B23001610	BOMAG DEEP MIX	2005
918	JOHN DEERE 6715 TRACTOR & TILL	JOHN DEERE	GREENSOUTH EQUIPMENT INC.	L06715D488117	6715 TRACTOR & KUHN TIL	2006
919	Light Tower	LIGHT TOWER			AMIIDA MODEL	2009
920	BUGGY		DAVID RAMEY			
921	2009 YAMAHA OFF-ROAD	YAMAHA	BEACH BLVD MOTORSPORTS	5Y4AM18Y49A003930	4 WHEELER	2009
922	2009 YAHAMA OFF-ROAD	YAMAHA	BEACH BLVD MOTORSPORTS	5Y4AM18Y69A006442	4 WHEELER	2009
923	CC6500 WALK BEHIND SAW	DIAMOND PRODUCTS		99070333	CORE CUT	
924	JD 997SC MOWER	JOHN DEERE	GREENSOUTH EQUIPMENT, INC.	ITC997SCJBT061012	997 MID ZTRAK 72" SD	2011
925	GAMACO CURB MACHINE	RINGPOWER	GOMACO	900100-693	CURB MACHINE (ROMINES	
633-R	NORTRAX RENTAL		NORTRAX		ASPHALT ROLLER	2012



City of Deltona
Public Works Division
255 Enterprise Road
Deltona, Florida 32725

The City of Deltona, Public Works Division will receive Sealed Bid submittals up to **2:00 p.m. on Thursday, August 8, 2013** at the Purchasing Office of the Public Works Division, 255 Enterprise Road, Deltona, FL 32725 for the following:

Item to Bid
ITB # PW 13-15/ As Needed Asphalt Paving and Resurfacing

The City of Deltona is seeking qualified and experienced Contractors to provide as needed professional Asphalt Paving and Resurfacing. Effective date for this contract is estimated to begin on October 1, 2013. Terms of the agreement shall be for one (1) year with three (3) additional one (1) year renewal periods.

Bid submittals shall contain all of the forms located within the Required Forms Packet and shall be submitted to the address as follows for both Mail and Hand Deliveries:

City of Deltona
Public Works Division
Attn: Purchasing Agent
255 Enterprise Road
Deltona, Florida 32725

City will transmit to all prospective Bidders of record such Addenda as City considers necessary in response to questions arising at the conference. Oral statements made by the City may not be relied upon and will not be binding or legally effective.

Bids must be submitted utilizing all the required submittal forms in order to be accepted. Copies of the Bid may be obtained from Brian Boehs, Purchasing Agent, City of Deltona, Public Works Division, 255 Enterprise Road, Deltona, Florida 32725, email: bboehs@deltonafl.gov or from the www.demandstar.com website.

Please be sure to include your company's name, address and phone number, as well as the Bid name and number, on the outermost envelope.

Bid submittals received at any other location, except for the location listed above, will not be accepted and returned to the sender unopened. Bid submittals received after 2:00 p.m. on Thursday, August 8, 2013 will be returned to the sender unopened. FAX or electronic (emailed) submittals will not be accepted.

The City reserves the right to accept or reject any or all submittals with or without cause, to waive technicalities, or to accept the submittal which, in its judgment, best serves the interest of the City. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's office at 386-878-8507 at least forty-eight (48) hours in advance.

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy [CD or Flashdrive]) of the Bid submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copy and should be one complete file (PDF preferred), not a series of files. The Bidder may submit the Bid submittal in person or by mail. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

SECTION 1

General Conditions, Instructions and Information for Bidders

CONTACT: All prospective Applicants (Bidders) are hereby instructed not to contact any member of the City of Deltona City Commission, City Manager, City of Deltona (City) staff members or Engineers contracted by the City of Deltona, other than the noted contact person regarding this solicitation or their bid submittal at any time during the solicitation process. Any such contact shall be cause for rejection of your bid submittal.

PUBLIC OPENING: Bid submittals shall be received at the City of Deltona Public Works Division, 255 Enterprise Road, Deltona, Florida 32725 on or before Thursday, August 8, 2013 at 2:00 p.m. Bid submittals shall be opened publically and shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Boehs at 386-878-8955 or at bboehs@deltonafl.gov at least 72 hours in advance of the Public Opening. The City shall receive Bid submittals at the above address, on the date and at the time specified above. Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to City Hall, nor will they be accepted at City Hall.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on www.demandstar.com.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BID SUBMISSION AND WITHDRAWAL: The City shall receive Bid submittals at the above address, on the date and at the time specified above. Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to City Hall, nor will they be accepted at City Hall. The outside of the envelope/container must be identified with the Bid number and title as stated above. The envelope/container must also include the Bidder's name and return address. Receipt of the Bid submittal in the Public Works Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the bid submittal.

Bid submittals received at another location, other than the location noted above, or received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Agents office at the Public Works Division, located at 255 Enterprise Road, Deltona, Florida 32725, shall serve as the official authority to determine lateness of any bid submittal. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are

not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered Bid submittals prior to the deadline set for receiving Bid submittals. Telephone confirmation of timely receipt of the Bid submittal may be made by calling (386) 878-8955, before the 2:00 p.m. deadline.

Bidders shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy [CD or Flashdrive]) of the Bid submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Bidder may submit the Bid submittal in person or by mail. Bids that are hand delivered shall be dropped off at the receiving door, under the metal stairs, on the north end of the Deltona Water Building at 255 Enterprise Road, Deltona, Florida 32725.

Bidders may withdraw their Bid submittals by notifying the City in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their bid submittals in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid submittal. Bid submittals, once opened, become the property of the City and will not be returned to the Bidders.

No additional information may be submitted, or follow-up made, by any Bidder after the stated due date, unless requested by the City. At the time of opening and immediate review of the bid submittals, the City reserves the right to request all required forms/attachments that may have not been submitted at the time of submittal. The respondent shall have twenty four (24) hours to supply this information to the City for their bid submittal to be considered valid.

INQUIRIES / INTERPRETATIONS / CLARIFICATION / ADDENDA: All Bidders shall carefully examine the bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Public Works Division Purchasing Agent in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any question concerning the intent, meaning and interpretations of the bid documents including the attached draft agreement, shall be requested in writing, and received by the Public Works Division Purchasing Agent at least ten (10) business days prior to the due date. Any inquiry or request for interpretation received ten (10) or more calendar days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum, if issued. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the bid form. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this bid. All inquiries shall be **in writing** and directed to the Purchasing Agent, Brian Boehs, at Fax No. (386) 878-8971 or email to bboehs@deltonafl.gov. **Oral statements given before the Bid Due Date will not be binding.**

ADDENDA: The City will record its responses to inquiries, any supplemental instructions, and / or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the bid documents become necessary; the City shall post addenda information on the Onvia website at www.demandstar.com which will go out to all Bidders who received a bid package through Demandstar. All addenda are posted to the Demandstar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from third party sources, such as plans rooms, must officially register with the City's Public Works Divisions Purchasing Agent in order to be placed on the Demandstar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. All Bidders should check the Demandstar website at least forty-eight (48) hours before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid submittal as unresponsive. Bidder shall sign, date and return all addenda with their bid submittal.

All addenda will be posted on www.demandstar.com. **It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. It is the vendor's responsibility to check the Demandstar website in order to be sure latest addendum and any prior addendum have been received.**

PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this bid.

ACCURACY OF BID SUBMITTAL INFORMATION: Any Bidder that submits in his/her bid submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid submittal and rescission of any ensuing contract. **An endorsement of the City of Deltona being additionally insured and a copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of bid. Should the Bidder not be fully licensed and certified, his/her bid submittal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on www.demandstar.com prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the City's Purchasing Policy and Procedures shall constitute a waiver of proceedings.

PROTESTS: Any Bidder who disputes the selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, RFP submittals become "public records" and shall be subject to public disclosure with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Bidder warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this Agreement and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Bidders, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the bid submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever materials or equipment are specified or described in the specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is

intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Bidder to allow the City to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Bidder. If Bidder wishes to furnish or use a substitute item of material or equipment, Bidder shall indicate this action within this solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Bidder is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Bidders affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute.

Bidder assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the contract documents, and that the specifications and all other features of substitute items are suitable for the intended purpose.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid submittal and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The City of Deltona Purchasing Policy and Procedures apply in its entirety with respect to this solicitation.

AFFIRMATION: By submission of an bid submittal, Bidder affirms that his/her bid submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of these bid documents and the resulting contract.

MISTAKES IN PROPOSAL: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bid submittals having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid submittal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bid submittals in which such Bidders are believed to be involved. Any or all bid submittals will be rejected if there is reason to believe that collusion exists between Bidders. Bid submittals in which the prices obviously are unbalanced will be subject to rejection.

JOINT VENTURES: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this solicitation.

CERTIFICATES: The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, and Federal Employee Identification Number.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate any portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

AWARD TERM: A contract resulting from this Invitation for Bid will run for an initial period of one (1) year, renewable for three (3) additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

PRICE RE-DETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire.

SUB-CONTRACTORS: The awarded Contractor shall provide a list of sub-contractors to be utilized for this project at time of bidding. Contractors

EQUIPMENT AND PERSONNEL IDENTIFIER SHEET: All bidders will be required to submit an Equipment and Personnel Identifier Sheet. This will identify for the City the type and amount of equipment used by the bidder. The City of Deltona reserves the right to inspect all equipment prior to an award being made or at any time during the term of the contract for the City of Deltona's Asphalt Paving and Resurfacing Contract.

DRUG FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for

the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Agent at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder shall have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this solicitation agree that such response also constitutes a bid submittal to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept these bid submittals, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposal any or all items.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this bid, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Agent will provide an exemption certificate to the awarded proposal(s). Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the

City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

PERMITS / LICENSES / FEES: Any permits, licenses, or fees required for these services shall be paid for and obtained by the Contractor and the responsibility of the Contractor. No separate or additional payment will be made by the City. Adherence to all applicable code regulations (Federal, State, City) are the responsibility of the Contractor.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, Florida 32725

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

ADDITIONAL GOODS: Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City of Deltona reserves the right to add or delete products or materials of similar nature, within the family of products for Asphalt Paving and Resurfacing and their commodity codes, to those items requested in this Bid.

DEFAULT PROVISIONS: In the event of default by the bidder, the City of Deltona reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result.

DELIVERY: All deliveries are to be F.O.B. Destination, City of Deltona, as specified on a Purchase Order.

TERMINATION FOR CAUSE: If the successful Bidder fails to provide the items bid or if deliveries are not made in a timely manner or if the product supplied does not meet the specifications of the items listed in this Invitation to Bid or shall in any manner commit a breach of contract and fails to remedy within five (5) days after notification from the City of Deltona, the City may terminate the contract resulting from this bid without further notice to the successful contractor. Any and all costs or other expenses incurred by the City of Deltona as a direct result of the aforesaid termination shall be the direct liability of the successful contractor. The City of Deltona shall have all remedies available at law or equity. In addition, the City of Deltona may terminate the contract, without cause, upon thirty (30) days notice.

SELLING, TRANSFERRING OR ASSINGING CONTRACTS: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City of Deltona.

DELIVERY SLIPS AND INVOICE BILLING REQUIREMENTS:

1. Awarded vendor(s) shall insure that all delivery slip shall accompany the items delivered. Delivery slips shall clearly state the purchase order number, date of delivery, carrier method of delivery, total count delivered, item description, quantity delivered and quantity backordered.
2. Awarded vendor(s) shall insure that all invoices clearly state the purchase order number, delivery dates, quantities, item descriptions, the manufacturer's list price per item, the Single fixed percentage discount and the total discounted price of the items sold.
2. Please be advised that the City of Deltona will not prepay for products. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

QUALIFICATIONS OF BIDDERS: Bids shall only be considered from firms that have been engaged in providing the listed services to those specified herein for a period of not less than five (5) years and who are presently engaged in the providing of these services. Pre-award inspection of the bidder's facility may be made prior to award of the contract. Bidders may be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.

Bids shall only be considered from service providers of this type of service herein. A representative of the City of Deltona may examine such stock and facilities at any time either before award is made or during the life of the contract.

The City of Deltona shall have the right to investigate the financial condition and experience record of each prospective bidder and determine to its satisfaction the competency of each to undertake the project.

EXTRA WORK: The City, without invalidating this **AGREEMENT**, may order changes in the operation within the general scope of this **AGREEMENT** consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This **may be** forwarded to the City Manager, if necessary, for approval or rejection.

CANCEL AGREEMENT: The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT with no penalties to the City**.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

SEVERABILITY: If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

REFERENCES: Bidder must submit with the bid, four (4) references (form attached) for projects of similar scope, nature and size to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive. The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

DETERMINATION OF AWARD: In order to meet the needs and to serve the best interest of the City of Deltona, award will be made to a responsive and responsible bidder who offers the lowest rate for all the types of services provided within the submitters bid response form. This will be evaluated based on a standard equation using all of the components within the bid response form. Only bidders who can comply with all the specifications, terms and conditions of this bid will be considered. The City of Deltona reserves the right to reject any or all bids and subject to the restrictions herein stated. The City of Deltona may review and consider experience and past performance in its award. The City of Deltona reserves the right to accept all or any part of the bid. The City also reserves the right to waive any informality in any bid. The City reserves the right to reject all bids, and to re-advertise for bids. Award may be made by manufacturer / brand or as may be deemed in the best interests of the City of Deltona.

SUBMITTALS: All submittals are **REQUIRED** and shall be submitted with the bid package at the time of the bid opening to be considered a responsive bidder. **Faxed or Electronically submitted Bids shall not be accepted. Bidding companies shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy (CD)) of the Bid submittal with all supporting documentation. Failure to comply may be cause for your bid to be considered non-responsive and rejected.**

Bids shall include all of the following and in the number of sets as instructed in the submittals section above:

- Bid Response Form (attached to the required forms packet)
- Bidder's Contact and Information Form (attached to the required forms packet)
- Non-Collusion Affidavit Form (attached to the required forms packet)
- Proposer's Certification Form (attached to the required forms packet)
- Sworn Statement on Public Entities Crimes (attached to the required forms packet)
- Corporate Resolution Form (attached to the required forms packet)
- Hold Harmless and Indemnity Agreement (attached to the required forms packet)
- References Form (attached to the required forms packet)
- Sub-Contractors and Affiliates Form (attached to the required forms packet)
- Drug Free Workplace Form (if applicable) (attached to the required forms packet)
- Questionnaire Form (attached to the required forms packet)
- All issued addendums shall be signed and returned with bid submittal

Questions regarding this bid are to be addressed **IN WRITING** to:

Brian Boehs
 Purchasing Agent
 Public Works Division
 255 Enterprise Road.
 Deltona, FL 32725
 E-Mail Address: bboehs@deltonafl.gov
 Or Fax: (386) 878-8971

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members or Engineers contracted by the City of Deltona, other than the noted contact person OR a member of the Purchasing staff regarding this Item for Bid or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 2

SCOPE OF SERVICES

Time of delivery is an important consideration in making the award and must be adhered to. The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if delivery is not made within the time specified. Any work performed after cancellation of order(s) may be returned at the seller's expense.

GENERAL INFORMATION

The City of Deltona is currently accepting bids from contractors who are experienced in professional asphalt paving and resurfacing of public roads. The successful bidder shall complete all work required and as needed for the scheduled projects assigned by the City of Deltona during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. No work shall be completed on the weekends and/or City observed holidays unless otherwise instructed by Public Works personnel. All safety precautions shall be taken to protect contractor's employees, City personnel and the public.

TERM OF CONTRACT

This contract shall remain in effect for one (1) year with the option to renew for three (3) additional one (1) year periods.

SCOPE OF WORK

Annual bid to establish firm fixed pricing for **AS NEEDED** asphalt paving and resurfacing for the period from October 1, 2013 through September 30, 2014, with the option to renew for three additional one year periods. The City of Deltona will not be bound by any exact quantities on this bid.

RENEWAL: Annual bid may be renewed for three (3) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of intent to renew will be mailed sixty (60) calendar days in advance of expiration date of this award. Annual renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications only. No Fuel or other adjustments will be made.

INTERPRETATION OF EXACT QUANTITIES: The Bidder's attention is called to the fact the total tons on the bid form is estimated. The City does not assume any responsibility for final, nor shall the Selected Bidder plead misunderstanding or deception because of such estimated quantities or of the character, location of the work, or other conditions pertaining thereto.

DELIVERY REQUIREMENT: Delivery location is to be as directed by the City of Deltona. Work is to commence within 14 calendar days from date of notification by the City of Deltona.

GENERAL SPECIFICATIONS:

1. Contractor shall provide to the City of Deltona, for each project, test results of the optimum asphalt used in the designated mix.
2. The City of Deltona will monitor temperature and thickness of asphalt. No asphalt shall be placed while rain is falling or when there is water on the surface to be covered. There is **no** exception for asphalt in transit.
3. Contractor shall furnish equipment and personnel to lay the asphalt in an uninterrupted manner without frequent delays so that a smooth uniform surface is provided.
4. The Contractor shall be responsible for all traffic control and advance warning signs set forth in the Federal Highway Administrations Manual on Uniform Traffic Control.
5. The Contractor shall be responsible for placing an approved temporary reflective tape, 12" long and approximately 40 feet apart for lane separation at the completion of each workday.

6. Remobilization shall be for the benefit of the project and the City of Deltona and not for the convenience of the Contractor.

STRIPING: Any existing striping on streets, prior to resurfacing, shall be restored by the contractor back to its original state which is to include 6" double yellow, 6" white edge line, RPM's and any symbols that may be in the roadway. Striping materials shall meet applicable FDOT standards. The City of Deltona will complete markings other than lane separation, such as Stop Bars and Crosswalks. Vendor shall be required to submit pricing for striping on this bid form.

MAINTENANCE OF TRAFFIC: Contractor shall provide and install proper M.O.T. for all applicable zones in accordance with FDOT Index 600 standards for all projects assigned by the City of Deltona.

MAILBOXES: Residence boxes that are located adjacent to the existing roadway pavement, that prevent or interfere with the repaving work shall be removed and replaced by the Contractor the same day as work is performed. Removal and replacement of cluster boxes shall be coordinated with the Deltona Postmaster.

SODDING: Grassed areas of the right of way adjacent to the pavement that are disturbed during the repaving operations shall be re-sodded with Bahia or St. Augustine as may be appropriate, by the Contractor; within one week of disturbance.

SILT FENCING: Silt fencing and other erosion control methods such as synthetic hay bales, seeding and mulching, etc. shall be performed by the contractor, where repaving operations occur next to lakes, streams, ponds, or other waterways, in accordance with NPDES guidelines.

SIGNAGE: Contractor shall remove and replace all existing traffic signage as needed to perform the work. Existing signs are to be re-erected within 24 hours of repaving operations being completed on any given roadway section. Signage damaged by contractor shall be replaced at his cost and expense, including labor.

PRICE ADJUSTMENTS: An annual Bituminous Materials adjustment only, as per DOT Specifications, will be made at time of renewal of the contract. No Fuel or other adjustments will be made during the term of the contract. Fuel surcharges shall not be accepted by the City at invoicing from contractor. Pricing for Fuel surcharges shall be within the contractor's original bid price.

TECHNICAL PROVISIONS

TP-331 TYPE-S ASPHALTIC CONCRETE

DESCRIPTION: This section specifies the materials, composition and physical test properties for Type-S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified in the Bid Form and on the plans). Construction of Type-S Asphaltic Concrete shall comply with all requirements of Section 331 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000 except as amended herein:

PRIME AND TACK COATS:

Tack coat material shall be RS-1 or RS-2 and shall be included in the cost of Asphalt Concrete Surface Course, Type S-III, With or Without Leveling Course.

LAYER THICKNESS:

Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III	¾ - 1 ¼ inches [20-30 mm]
Type S-I	1 ¼ - 2 ½ inches [30-60 mm]
Type S-II	2 - 2 ¾ inches [50-70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III	Limited to the final (top) structural layer, one layer only.
Type S-I	May not be used in the first layer of courses over 3 ½ inches [90 mm] thick, nor In the first layer of courses over 2 ¾ inches [70 mm] thick on limited access facilities.
Type S-II	May not be used in the final (top) structural layer.

MATERIALS:

Use of Reclaimed Asphalt Pavement (RAP) – Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture. Where the material is recovered from a FDOT project, the composition of Existing pavement may be available on the Department’s web site. The URL for obtaining this information, if available, is:

www11.myflorida.com/statematerialsoffice/bituminous/centralbitlab/asphaltcompositions/compositions.htm

RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.
2. Do not allow RAP to exceed 30% by weight of total aggregates for Asphalt Base Courses nor more than 30% by weight of total aggregates for Structural and Leveling Courses. Do not allow RAP to exceed 20% by weight of total aggregates for Asphalt Surface Courses. Recycled asphalt shall not be used in the mix designs for any asphalt designated “Friction Course –FC-3, FC-9.5, FC 12.5”
3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.
4. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
5. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix. The City reserves the right to sample the stockpile in order that this requirement is met.

GENERAL COMPOSITION OF MATERIALS:

Grading Requirements – Sand or local material used in production of asphalt mixes shall have 100% passing a #16 sieve. The coarse aggregate used in production of Type S-III Asphalt mixture shall have a maximum 60% passing the # 10 sieve. The City Engineer shall approve all stockpiles.

MIX DESIGN:

General – Prior to the production of any asphalt paving mixture, submit an approved FDOT mix design, prepared and certified by an approved commercial testing laboratory in accordance with the specifications to the City for each type and variation of mix to be utilized in the construction project. The Engineer shall verify the mix design before use.

Furnish the following information:

1. The specific project on which the mixture shall be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 um]) should be accounted for and identified for the applicable sieves.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. for structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture.
8. Evidence that the completed mixture shall meet all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production.

SAFETY AND FIRE PROTECTION

Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

INSURANCE REQUIREMENTS

Contractor shall provide and maintain, during the entire term of the Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

WORKERS' COMPENSATION:

Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

COMMERCIAL GENERAL LIABILITY:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

ADDITIONAL INSURANCE REQUIREMENTS:

- (1) **City of Deltona, a municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.

- (2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.
- (3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.
- (4) Contractor shall be responsible for subcontractors and their insurance.
- (5) The Certificate holder section of each policy shall state: City OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.
- (6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - B
SUBJECT: Request for approval to award Bid # PW 13-16, Courtland Blvd. / Skate Park Stormwater Improvements

LOCATION:

Courtland Blvd. / Skate Park

BACKGROUND:

Public Works solicited bids for the Courtland Blvd. / Skate Park Stormwater Improvements Project. Heavy rains in the past have caused flooding over the road and making it impassable for pedestrian and vehicular traffic. Improvements are needed to alleviate localized flooding, minimize the interruption of traffic flow and maximize the impact of public safety. The project will provide for the construction of a permanent storm conveyance system from the drainage retention area to be constructed in the Courtland Blvd right-of-way. The project is in the 2013/2014 CIP budget and will be completed in the FY2013/2014 budget year.

The bid was solicited on Demandstar and was sent to 743 vendors. There were 49 planholders for this bid with the following 6 responsive bids being received:

1. Hazen Construction: \$139,440.00
2. Thadcon: \$144,707.00
3. Sun Road: \$166,049.00
4. Stage Door II: \$178,800.00
5. Tomoka Construction: \$179,082.00
6. Conpilog Construction: \$183,949.00

The low bidder, Hazen Construction, LLC, has the required license for this project which was verified through the Department of Business and Professional Regulation.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:	Stormwater Utility Fund
COST:	\$139,440.00
REVIEWED BY:	Utilities/Public Works Director, City Engineer, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Gerald Chancellor, Public Works Director - Recommendation is being made to approve award of Bid #PW-13-16 for the Courtland Blvd. / Skate Park Stormwater Improvements Project to Hazen Construction, LLC.
POTENTIAL MOTION:	"I move to award Bid #PW-13-16 for the Courtland Blvd. / Skate Park Stormwater Improvements Project to Hazen Construction, LLC at a total cost of \$139,440.00."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none"> • Map of Location • Overview of Solicitation and Findings • Itemized Bid Tabulation • Agreement • Hazen Construction Submittal



To see all the details that are visible on the screen, use the "Print" link next to the map.



Imagery ©2013 DigitalGlobe, The Florida Department of Environmental Protection, U.S. Geological Survey, Map data ©2013 Google -

Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 13-16

Courtland Blvd. / Skate Park Stormwater Improvements

Solicited: July 30, 2013

Pre-Bid meetings held: August 13, 2013

Addendums issued: 1 total

Bid due date: September 4, 2013

A bid solicitation was completed for the Courtland Blvd. / Skate Park Stormwater Improvements Project. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 743 Vendors

Number of planholders that downloaded the solicitation: 49 Vendors

Number of Contractors that submitted bids: 6 Contractors

The following Contractors submitted bid responses at the following prices:

Vendor	Total Base Bid
• Conpilog Construction	\$183,949.00
• Hazen Construction	\$139,440.00
• Stage Door II	\$178,800.00
• Sun Road	\$166,049.00
• Thadcon	\$144,707.00
• Tomoka Construction	\$179,082.00

Item 7B

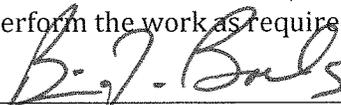
After review of the bids submitted, it was noted that Hazen Construction was the lowest responsive bidder at \$139,440.00. Their submittal had all the appropriate documentation as required within the bid documents. Additionally, a review of the submitted pricing was completed by the Engineer of Record for this project. It was founded that line item # 9 on the bid response form was identified as having 255 LF less than what was on the actual plans. This is at no fault of the Contractors whom submitted a bid. After a review of the line item pricing submitted by all bidders, it was determined that Hazen Construction still had the low bid even with the difference in the actual plans. This has been reflected in the overall bids submitted and the total contract price includes the revisions to line item # 9. Other than this occurrence, the Engineer found no other issues with the line item pricing that was submitted by Hazen Construction.

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A background check on the Florida Department of State Division of Corporations website was conducted to verify their current ability to perform work in Florida as a business, a background check as to any debarment issues, as well as verification of their current Contractors License from the Florida DBPR website.

Hazen Construction has performed multiple projects of the same size and scope of work for the City of Deltona Public Works Department. This includes stormwater projects such as Mapleshade, Tipton Drive, Keyes Lane, Watermain Phase III and Dewberry/Irondale. References have been conducted with Staff here at the City of Deltona and they are recognized as having the experience needed to perform the work required. Their performance has been satisfactory, on time and without issues.

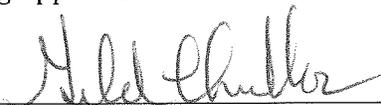
Based on the policy and procedures of the City of Deltona and the selection process in which we are to follow. Recommendation of award is going to be made by City of Deltona Staff to award this bid to Hazen Construction. This is based on their low bid, responsiveness in their bid, the past experiences with this type of work and the ability to perform the work as required in the bidding documents.



Purchasing Approval

9-9-13

Date



Department Approval

9/9/13

Date

SECTION 00864

REQUEST FOR PROPOSAL FOR PROPOSED CHANGE FORM

<input checked="" type="checkbox"/>	OWNER:	<u>City of Deltona</u>	No. Copies <u>1</u>	REQUEST FOR
<input checked="" type="checkbox"/>	ENGINEER:	<u>Tetra Tech</u>	No. Copies <u>1</u>	PROPOSAL
<input type="checkbox"/>	ARCHITECT:	_____	No. Copies _____	FOR PROPOSED
<input checked="" type="checkbox"/>	CONTRACTOR:	<u>Hazen Construction</u>	No. Copies <u>1</u>	CHANGE (RFP)
<input type="checkbox"/>	FIELD:	_____	No. Copies _____	NO. <u>1</u>
<input type="checkbox"/>	OTHER:	_____	No. Copies _____	

PROJECT DATA:		CONTRACT DATA	
NAME:	<u>Courtland Boulevard Skate Park</u>	NUMBER:	_____
LOCATION:	<u>Stormwater Improvements</u>	DATE:	_____
OWNER:	<u>City of Deltona</u>	DRAWING NO.:	_____
CONTRACTOR:	_____	SPECIFICATION SECTION:	_____

To: Hazen Construction
 1599 Tionia Road
 New Smyrna Beach, FL 32168

Description of change in work:

Bid Item 9 – Furnish and Install 24” Perforated N-12, Exfil. Trench, Aggregate Fabric
 The bid form showed a quantity of 300 LF. The required quantity is 555 LF. This proposal is for the remaining 255 LF.

255 LF x \$70.00/unit price per bid submittal = \$17,850.00

Total Base Bid:	\$121,590.00
Proposed Change:	<u>\$ 17,850.00</u>
	\$139,440.00

Change Type: (Deletion) (Addition) (Revision)

Initiated by: Tetra Tech

Attachments (listing of attached documents that support description):

1. N/A
2. _____
3. _____
4. _____
5. _____

TETRA TECH

PROJECT NO.: 200-08534-13006

Issued By: _____

DATE: _____

HAZEN CONSTRUCTION:

Authorized By: _____

DATE: _____

END OF SECTION

Item 7B

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Detail by Entity Name

Florida Limited Liability Company

HAZEN CONSTRUCTION, L.L.C.

Filing Information

Document Number	L01000020011
FEI/EIN Number	010569979
Date Filed	11/15/2001
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/27/2005
Event Effective Date	NONE

Principal Address

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Changed: 02/23/2009

Mailing Address

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Changed: 02/23/2009

Registered Agent Name & Address

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Address Changed: 02/23/2009

Manager/Member Detail

Name & Address

Title MGRM

HAZEN, CHAD

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Title MGRM

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2011	04/21/2011
2012	04/12/2012
2013	04/30/2013

Document Images

04/30/2013 -- ANNUAL REPORT	View image in PDF format
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02/26/2003 -- Amended and Restated Articles	View image in PDF format
12/11/2002 -- Amendment	View image in PDF format
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11/15/2001 -- Florida Limited Liabilites	View image in PDF format

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Licensee Details

Licensee Information

Name:	HAZEN, CHAD STEVEN (Primary Name) HAZEN CONSTRUCTION LLC (DBA Name)
Main Address:	6689 MERRYVALE LANE PORT ORANGE Florida 32128
County:	VOLUSIA
License Mailing:	
LicenseLocation:	1599 TIONIA ROAD NEW SMYRNA BEACH FL 32168
County:	VOLUSIA

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC061991
Status:	Current,Active
Licensure Date:	12/20/2000
Expires:	08/31/2014

Special Qualifications	Qualification Effective
Construction Business	02/20/2004

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1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

BID TABULATION
BID # PW 16
COURTLAND BLVD / SKATEPARK STORMWATER IMPROVEMENTS

ITEM NO.	DESCRIPTION	Estimated Quantity	UOM	Compilog Construction		Hazen Construction		Stage Door II		Sun Road		Thadcon		Tamoka Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
General and Administrative															
1	Mobilization / Demobilization	1	LS	\$ 1,925.00	\$ 1,925.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 7,000.00	\$ 7,000.00	\$ 8,980.00	\$ 8,980.00
2	General Requirements, Bonds, Permits, etc.	1	LS	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,088.00	\$ 6,088.00
3	Indemnification	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	Testing Allowance (Compaction Allowance)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Stormwater Sitework															
5	Layout and locate Existing Utilities and As-Built Survey	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,800.00	\$ 2,800.00
6	Maintenance of Traffic	1	LS	\$ 7,100.00	\$ 7,100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,700.00	\$ 2,700.00	\$ 3,036.00	\$ 3,036.00
7	Furnish and Install Jack & Bore 24" Carrier, 48" Casing	44	LF	\$ 990.00	\$ 43,560.00	\$ 1,200.00	\$ 52,800.00	\$ 1,000.00	\$ 44,000.00	\$ 1,284.00	\$ 56,496.00	\$ 1,000.00	\$ 44,000.00	\$ 1,004.00	\$ 44,176.00
8	Furnish and Install 24" ADS N-12 HP, Smooth int. Pipe	206	LF	\$ 69.00	\$ 14,214.00	\$ 40.00	\$ 8,240.00	\$ 50.00	\$ 10,300.00	\$ 40.50	\$ 8,343.00	\$ 47.00	\$ 9,682.00	\$ 86.00	\$ 17,716.00
9	Furnish and Install 24" Perforated N-12, Exfil. Trench, Aggregate, Fabric	300	LF	\$ 122.00	\$ 36,600.00	\$ 70.00	\$ 21,000.00	\$ 180.00	\$ 54,000.00	\$ 111.00	\$ 33,300.00	\$ 90.00	\$ 27,000.00	\$ 129.00	\$ 38,700.00
9 rev	Furnish and Install 24" Perforated N-12, Exfil. Trench, Aggregate, Fabric	255	LF	\$ 122.00	\$ 31,110.00	\$ 70.00	\$ 17,850.00	\$ 180.00	\$ 45,900.00	\$ 111.00	\$ 28,305.00	\$ 90.00	\$ 22,950.00	\$ 129.00	\$ 32,895.00
10	Type "C" Inlet with Reticuline Gate	3	EA	\$ 5,550.00	\$ 16,650.00	\$ 1,700.00	\$ 5,100.00	\$ 1,200.00	\$ 3,600.00	\$ 3,200.00	\$ 9,600.00	\$ 1,550.00	\$ 4,650.00	\$ 2,189.00	\$ 6,567.00
11	Type "E" Inlet with Reticuline Gate	1	EA	\$ 6,300.00	\$ 6,300.00	\$ 2,550.00	\$ 2,550.00	\$ 2,500.00	\$ 2,500.00	\$ 4,225.00	\$ 4,225.00	\$ 2,750.00	\$ 2,750.00	\$ 3,244.00	\$ 3,244.00
12	Modified Type "H" Custom Weir with Reticuline Gate	1	EA	\$ 9,700.00	\$ 9,700.00	\$ 7,200.00	\$ 7,200.00	\$ 2,500.00	\$ 2,500.00	\$ 10,020.00	\$ 10,020.00	\$ 8,575.00	\$ 8,575.00	\$ 3,600.00	\$ 3,600.00
13	Type H Outfall Structure with Reticuline Gate	1	EA	\$ 6,300.00	\$ 6,300.00	\$ 6,800.00	\$ 6,800.00	\$ 7,000.00	\$ 7,000.00	\$ 3,550.00	\$ 3,550.00	\$ 4,750.00	\$ 4,750.00	\$ 7,780.00	\$ 7,780.00
14	Furnish and Install Concrete Rubble Rip Rap	30	SY	\$ 53.00	\$ 1,590.00	\$ 30.00	\$ 900.00	\$ 100.00	\$ 3,000.00	\$ 12.00	\$ 360.00	\$ 55.00	\$ 1,650.00	\$ 50.00	\$ 1,500.00
TOTAL BASE BID				\$ 183,949.00	\$ 139,440.00	\$ 178,800.00	\$ 166,049.00	\$ 144,707.00	\$ 179,082.00						

Bid Alternative				Unit Price	Total Price										
1A	Flexamat, Vlimit, In lieu of Concrete Rip Rap	30	SY	\$ 113.00	\$ 3,390.00	\$ 75.00	\$ 2,250.00	\$ 120.00	\$ 3,600.00	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00	\$ 58.00	\$ 1,740.00

Submitted Forms:		Compilog Construction	Hazen Construction	Stage Door II	Sun Road	Thadcon	Tamoka Construction
	Acknowledgment of all addendums	YES	YES	YES	YES	YES	YES
00110	Bidders Information Form	X	X	X	X	X	X
00300	"Revised Bid Response Form"	X	X	X	X	X	X
00301	Questionnaire Form	X	X	X	X	X	X
00301A	Sub-Contractors and Affiliates Form	X	X	X	X	X	X
00301B	References Form	X	X	X	X	X	X
00410	Bid Bond Form	X	X	X	X	X	X
00420	Corporate Resolution	X	X	X	X	X	X
00430	Hold Harmless and Indemnity Agreement	X	X	X	X	X	X
00440	Drug Free Workplace Form	X	X	X	X	X	X
00460	Bidders Certification form	X	X	X	X	X	X
00470	Sworn Statement of Public Entity Crimes	X	X	X	X	X	X
00480	Non-Collusion Affidavit Form	X	X	X	X	X	X
00490	Trench Safety Affidavit Form	X	X	X	X	X	X
P of A	Payment and Performance Bond	X	X	X	X	X	X

**** BID TABULATION REFLECTS ATUAL SUBMITTED LINE ITEM EXTENDED PRICING**

**AGREEMENT BETWEEN CITY OF DELTONA AND
HAZEN CONSTRUCTION, LLC
PER ITB NO. PW 13-16**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and HAZEN CONSTRUCTION, LLC, duly authorized to conduct business in the State of Florida, whose principal address is 1599 Tionia Road, New Smyrna Beach, Florida 32168, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to Courtland Blvd. / Skate Park Stormwater Improvements project per ITB No. PW 13-16. The work generally involves all work as described in the ITB documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from several companies to provide these services; and

WHEREAS, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project, and

WHEREAS, the Commission of the City of Deltona has approved award of this agreement on {DATE}.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to Courtland Blvd. / Skate Park Stormwater Improvements project per ITB No. PW 13-16, attached hereto and incorporated herein by reference, and Contractor's Proposal dated September 4, 2013.

2.2 The services, as described in ITB No. PW 13-16, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 150 days.

2.3 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified above. They also recognize the delays, expense and difficulties in proving the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City one thousand dollars (\$1,000.00) for each day that goes beyond the agreed upon completion date as stated on the Notice to Proceed. This amount represents an estimate of City's damages for loss of use and administrative costs associated with the delay.

2.4 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the ITB documents.

2.5 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

2.6 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

2.7 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.8 Contractor shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement.

2.9 Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

2.10 Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed One hundred thirty nine thousand, four hundred forty dollars and 00/100 (\$139,440.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, as recommended by the City, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the work completed and accepted by the City.

3.5 Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made.

3.5.1. Ninety percent (90%) of the value of work completed, with the balance being retainage.

3.5.2. Upon 50% Completion, a total of ninety-five percent (95%) of the value of work completed, with the balance being retainage.

3.5.2. Final Payment. Upon final completion of the work, City shall pay Contractor an amount sufficient to increase total payments to ninety-five percent (95%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Contract Closeout is completed.

3.6 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The Contractor hereby agrees that the total cost is inclusive of all overhead and administrative expenses.

3.7 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

4.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

4.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor

shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage available limits fully available during the entire contract period:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (D) Additional Requirements:

(1) **City of Deltona shall be named and endorsed as an additional insured on the General liability policy.**

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Contractors negligent acts or omissions or willful misconduct, and shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Contractor shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

(E) A payment and performance bond for 100% of the contract price will be required from the Contractor for this project.

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, defend and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

4.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

4.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

5.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

5.4 In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.12 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.13 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

5.14 Public Records. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- (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 state law 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, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

Article 6. Severability and Notice

6.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

<p>If to Contractor: Chad Hazen President Hazen Construction 1599 Tionia Road New Smyrna Beach, Florida 32168</p>	<p>If to City: Gerald Chancellor Public Works Director City of Deltona 2345 Providence Blvd. Deltona, Florida 32725</p>
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Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement consists of the following:

This Agreement
 Notice of Award and Notice to Proceed
 ITB Documents, to include Project Manual and Drawings
 Addendum, if any
 Contractor's Response to ITB

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE RAFTERY
City Clerk

WILLIAM "DAVE" DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney

SECTION 00300

"REVISED" BID RESPONSE FORM

Proposal of Hazen Construction, LLC hereinafter called "Bidder", a FL Corporation doing business as Hazen Construction, LLC to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the construction of:

City of Deltona

ITB #PW 13-11

COURTLAND BOULEVARD SKATE PARK STORMWATER IMPROVEMENTS

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions, and Information for Bidders.

Bidder hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 120 consecutive calendar days and to fully complete the Project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay any liquidated damages, as specified in the Agreement, for each consecutive calendar day thereafter.

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. <u>1</u>	Dated: <u>8-26-13</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

Addendum No. 1

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
GENERAL AND ADMINISTRATIVE					
1	Mobilization/Demobilization	1	LS	4,000.00	4,000.00
2	General Requirements, Bonds, Permits, etc.	1	LS	5,000.00	5,000.00
3	Indemnification	1	LS	\$ 500.00	\$ 500.00
4	Testing Allowance (Compaction Allowance)	1	LS	\$ 1,500.00	\$ 1,500.00
STORMWATER SITEWORK					
5	Layout and Locate Existing Utilities and As-Built Survey	1	LS	3,500.00	3,500.00
6	Maintenance of Traffic	1	LS	2,500.00	2,500.00
7	Furnish and Install Jack & Bore 24" Carrier, 48" Casing	44	LF	1,200.00	52,800.00
8	Furnish and Install 24" ADS N-12 HP, Smooth int. Pipe	206	LF	40.00	8,240.00
9	Furnish and Install 24" Perforated N-12, Exfil .Trench, Aggregate, Fabric	300	LF	70.00	21,000.00
10	Type "C" Inlet with Reticuline Grate	3	EA	1,700.00	5,100.00
11	Type "E" Inlet with Reticuline Grate	1	EA	2,550.00	2,550.00
12	Modified Type "H" Custom Weir with Reticuline Grate	1	EA	7,200.00	7,200.00
13	Type H Outfall Structure with Reticuline Gate	1	EA	6,800.00	6,800.00
14	Furnish and Install Concrete Rubble Rip Rap	30	SY	30.00	900.00
TOTAL BASE BID					
<i>One hundred twenty one thousand five hundred ninety dollars + zero cents</i>					<i>121,590.00</i>
(In Words)					(In Figures)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
BID ALTERNATE					
1A	Flexamat, Vlimit, In Lieu of Concrete Rip Rap	30	SY	75.00	2,250.00
TOTAL BID ALTERNATE					

The unit prices provided above shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

A bid security, attached in the sum of five (5) percent of the Total Bid Amount, is to become the property of the Owner in the event contract and bond are not executed within thirty (30) days of the Owner issuing a Notice of Award, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum No. 1

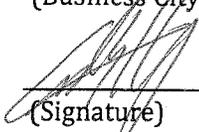
Respectfully submitted:

By: Hazen Construction, LLC
(Business Name)

(SEAL - if bid is by corporation)

1599 Tionia Road
(Business Address)

New Smyrna Beach, FL 32168
(Business City, State, Zip Code)


(Signature)

Chad S Hazen
(Printed Name)

President
(Title)

Addendum No. 1

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS
(SECTION 300A)

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled. Listed manufacturers/suppliers identified as deductive alternates will be considered as a deductive alternate as presented in the Deductive Alternate Section of the Bid Form.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or an "or equal" is rejected, he must use the manufacturer/supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitution or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitution or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply, complete information on proposed substitution or "or equal" items prior to the Notice of Award.

Addendum No. 1

Category I - **SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS**
(SECTION 300A)

Item No.	Equipment Item or Material	Specification Section No.	Manufacturer/Supplier
1.	Pre-cast Structures		Hanson Pipe + Precast
2.	HDPE		ADS
3.			
4.			
5.			
6.			
7.			

Addendum No. 1

SUBSTITUTION LIST OF MANUFACTURERS / SUPPLIERS
(SECTION 00300B)

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	N/A				
2.					
3.					
4.					
5.					
6.					
7.					
9.					
10.					

SUBSTITUTIONS AND "OR EQUAL"

The above signed as Bidder agrees that substitutions or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 6.7, 6.7.1 and 6.7.2, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions.

Addendum No. 1

QUESTIONNAIRE FORM
(SECTION 00301)

DATE: September 4, 2013

PROJECT IDENTIFICATION

City of Deltona - Public Works Division
COURTLAND BOULEVARD SKATE PARK STORMWATER
IMPROVEMENTS

NAME OF BIDDER: Hazen Construction, LLC

BUSINESS ADDRESS: 1599 Trionia Road, New Smyrna Beach, FL 32168

TELEPHONE NO: 386-322-8700

CONTRACTOR'S FLORIDA LICENSE NO: CGC 061991 and CUC 1223713

The signed bidder warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor? 12 years

2. Have you ever failed to complete work awarded to you? If so, where and why?
NO

3. Name three (3) municipalities or government entities for which you have performed similar projects as this one and to which you refer?
City of Port Orange
City of Ormond Beach
City of Daytona Beach

4. Have you personally inspected the site of the proposed Work? Describe any anticipate problems with the site and your proposed solutions.
Yes, none

5. Will you Subcontract any part of this Work? If so, describe which portion(s).
Surveying
Jack & Bore

6. What equipment do you own that is available for the Work? (attach additional sheets if necessary)

Loaders (7), Excavators (6), Rollers (3), skid steers, brooms, mini-hoes, pumps, Lasers
and other misc. items needed

7. What equipment will you purchase for the Work?

None

8. What equipment will you rent for the Work?

None

9. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

See attached sheet

10. State the true and exact, correct, and complete name under which you do business.

Bidder is: Hazen Construction, LLC

10:50 AM
08/28/13
Accrual Basis

Hazen Construction
Balance Sheet
As of August 27, 2013

	<u>Aug 27, 13</u>
ASSETS	
Current Assets	
Total Checking/Savings	883,017.04
Total Accounts Receivable	960,853.19
Total Other Current Assets	10,000.00
Total Current Assets	<u>1,853,870.23</u>
Total Fixed Assets	557,149.70
Total Other Assets	357,294.07
TOTAL ASSETS	<u><u>2,768,314.00</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	195,447.45
Total Other Current Liabilities	482,573.70
Total Current Liabilities	<u>678,021.15</u>
Total Long Term Liabilities	12,809.39
Total Liabilities	<u>690,830.54</u>
Total Equity	2,077,483.46
TOTAL LIABILITIES & EQUITY	<u><u>2,768,314.00</u></u>

**SUB-CONTRACTORS AND AFFILIATES FORM
(SECTION 00301A)**

The following are a list of Sub Contractors or Affiliates that will be utilized in this project. Use additional sheets if necessary.

1. Firm Name: Oceanside Land Surveying
 Trade: Surveying
 Firm Owner: James Walker III
 Firm Address: 2090 S. Nova Road # A-107 South Daytona, FL 32119
 Firm Phone Number: 386-763-4130

2. Firm Name: Central Florida Underground
 Trade: Jack & Bore
 Firm Owner: Roy Ward
 Firm Address: 990 Miller Drive Altamonte Springs, FL 32701
 Firm Phone Number: 407-260-9000

3. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

4. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

5. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

**REFERENCES FORM
(SECTION 00301B)**

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered. References which are located in foreign countries are not acceptable.

1. Project Name: Ernest Drive + Sugar Forest
 Project Value: 325,000
 Project Description: New water main in existing residential area
 Project Owner: City of Port Orange
 Owner contact information: Fred Griffith 386-506-5753
 Project Location: Port Orange, FL
 Project Start and End Dates: 07/09 - 02/10

2. Project Name: Covington + Slater Drainage
 Project Value: 105,000
 Project Description: New storm drain in existing residential area
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-878-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 04/10 - 07/10

3. Project Name: Westside Water Main
 Project Value: 260,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 11/09 - 03/10

4. Project Name: Misc. Water Mains
 Project Value: 430,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL

Project Start and End Dates: 04/09 - 11/09

**REFERENCES FORM
(SECTION 00301B CONTINUED)**

5. Project Name: Business Park Drive
 Project Value: 190,000
 Project Description: New storm, sewer + water in existing industrial park
 Project Owner: City of Ormond Beach
 Owner contact information: Alex Blake 386-676-3306
 Project Location: Ormond Beach, FL
 Project Start and End Dates: 02/09 - 08/09
6. Project Name: Spring Hill
 Project Value: 1,100,000
 Project Description: New lift station, sewer + water in residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 10/08 - 11/09
7. Project Name: Koyes Lane Drainage
 Project Value: 150,000
 Project Description: New storm drain in residential area
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-878-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 06/13 - 08/13
8. Project Name: Mason Commerce
 Project Value: 260,000
 Project Description: New sewer, storm + water in commercial development
 Project Owner: Consolidated Tomoka
 Owner contact information: Steve Winchester 386-274-2202
 Project Location: Daytona Beach, FL
 Project Start and End Dates: 02/08 - 09/08

**BID BOND FORM
(SECTION 00410)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Hazen Construction, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid FIVE percent of amount bid for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 4th day of September, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **COURTLAND BOULEVARD SKATE PARK STORMWATER IMPROVEMENTS**,

NOW THEREFORE,

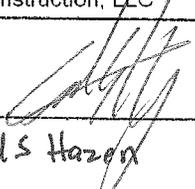
1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and Payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

- 7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
- 8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 9. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be Included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
- 10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Hazen Construction, LLC

By:  (LS)

Chad S Hazen

Title: President

Attest: 

Signature and Title
Marc Hazen, V.P.

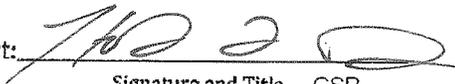
Surety (Print Full Name):

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: 
Rebekah G. Wolf, Attorney-In-Fact & Fla. Resident Agent

Title: Attorney-In-Fact & Fla. Resident Agent

Attest: 
Signature and Title -CSR

09/04/2013

(DATE)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



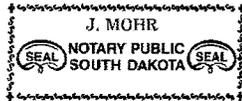
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of September, 2013



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

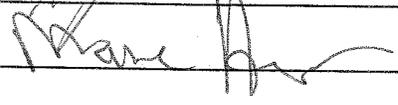
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CORPORATE RESOLUTION FORM
(SECTION 00420)**

I, Marc Hazen, Secretary of Hazen Construction, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on August 29, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona for the construction of Courtland Blvd. Skate Park Stormwater Improvements - PW13-16

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Chad S Hazen</u>	<u>President / Treas.</u>	
<u>Marc Hazen</u>	<u>V-President / Sec.</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 4 day of September, 2013

**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00430)**

Hazen Construction, LLC agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR

Chad S Hazen, President

September 4, 2013
DATE

**DRUG-FREE WORKPLACE FORM
(SECTION 00440)**

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Hazen Construction, LLC does:
 (Name of Business)

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

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

X

Chad S Hazen, Bidder's Signature President

September 4, 2013

Date

**PROPOSER'S CERTIFICATION FORM
(SECTION 00460)**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices and rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

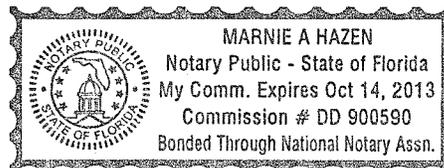
I agree to abide by all conditions of the Proposal and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business _____
By: [Signature]
Signature _____
Chad S Hazen, President
Name & Title, Typed or Printed _____
1599 Tironia Road
Mailing Address _____
New Smyrna Beach, FL 32168
City, State, Zip Code _____
(386) 322-8700
Telephone Number _____

Sworn to and subscribed before me
This 4th day of
September, 2013
[Signature]
Signature of Notary _____
Notary Public, State of FL
Personally known
-OR-
Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00470)**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Chad S Hazen, President
(Individual's name and title)

For Hazen Construction, LLC
(Name of entity submitting sworn statement)

Whose business address is 1599 Tionia Road
New Smyrna Beach, FL 32168

And (if applicable) its Federal Employer Identification Number (FEIN) is 01-0569979
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
11. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
12. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
13. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

14. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

(SECTION 00470 Continued)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

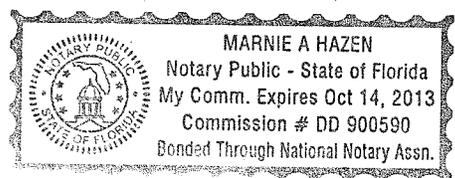
[Signature]
SIGNATURE
September 4, 2013
DATE

State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Chad S Hazen (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 4 day of September, 2013.

[Signature]
NOTARY PUBLIC

My commission expires:



NON COLLUSION AFFIDAVIT FORM
(SECTION 00480)

STATE OF FLORIDA

COUNTY OF VOLUSIA

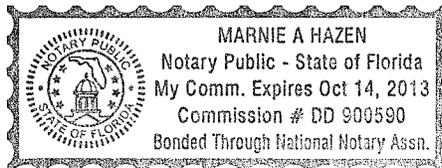
Chad S Hazen, being first duly sworn deposes and says that:

- i. He/She is the President of Hazen Construction, LLC, the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive or sham Bid;
- iv. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- v. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Sworn and subscribed to before me this 4 day of September, 2013, in the State of Florida
County of Volusia.

[Signature] Notary Public



My Commission expires:

**TRENCH SAFETY AFFIDAVIT FORM
(SECTION 00490)**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Hazen Construction, LLC (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990) "Trench Safety Act".

The specific methods of compliance with applicable Trench Safety Standards, and the associated cost of compliance (costs included in the Bid Price), are as follows (attach additional sheets if necessary):

<u>Item and Safety Measure</u>	<u>Cost</u>
<u>Trench Excavation</u>	<u>\$ 600.00</u>
<u>Shoring</u>	<u>\$ 1,000.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	<u>\$ 1,600.00</u>

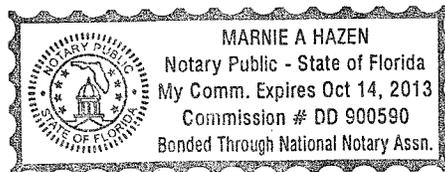
By the signature of its undersigned authorized representatives, the Bidder hereby assures the CITY OF DELTONA that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

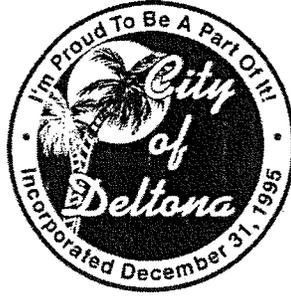
By [Signature]

Sworn and subscribed to before me this 4 day of September, 2013, in the State of Florida, County of Volusia.

[Signature] Notary Public

My Commission expires:





**ADDENDUM # 1
CITY OF DELTONA
ITB # PW 13-16
COURTLAND BLVD. / SKATE PARK STORMWATER
IMPROVEMENTS**

August 26, 2013

All contents of this addendum shall be incorporated into the solicitation documents and the ensuing contract with the awarded contractor.

This addendum is to revise the bid response form and specifications.

REVISIONS:

Delete Section 00300 – Bid Response Form in its entirety and **Replace** with attached Section 00300 – Bid Response Form.

Delete Section 01025 – Measurement and Payment, Page 01025-7, in its entirety and **Replace** with attached Section 01025 – Measurement and Payments, Pages 01025-7 and 01028-8.

Delete Drawing Sheet C-102 in its entirety and **Replace** with attached Drawing Sheet C-102.

Questions regarding this bid shall be **in writing** to:

Brian Boehs

Purchasing Agent

City of Deltona Public Works Division

Email: bboehs@deltonafl.gov

Or fax at 386-878-8971

The bid due date remains September 4, 2013 at 2:00 p.m. All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process, all the way up to an award. Any such contact shall be cause for rejection of your bid proposal.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC
NAME OF BUSINESS

BY:  9/4/13
SIGNATURE/DATE

Chad S Hazen, President
NAME & TITLE, TYPED OR PRINTED

1599 Tionia Road
MAILING ADDRESS

New Smyrna Beach, FL 32168
CITY, STATE, ZIP CODE



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - C
SUBJECT: Request for approval to award Bid # PW 13-17 for As Needed Electric Motor and Industrial Pump Repairs.

LOCATION:

N/A

BACKGROUND:

Purchasing solicited a bid seeking qualified vendors to provide services that may typically include but that are not limited to the repairs of electric motors and industrial pumps on an as needed basis.

Four firms submitted bids based on the scope of work:

1. C & C Electric Works at \$18.00 per hour
2. Florida Electric Motor Service at \$19.95 per hour
3. Pat's Pump and Blower at \$55.00 per hour
4. TAW Orlando Service Center at \$45.00 per hour

Staff have analyzed the bids submitted. Based on overall pricing per their hourly rate, staff requests approval that C & C Electric Works be utilized to perform the services required. C & C Electric Works has the experience needed to perform the work required, as they are the incumbent of the previous contract and staff have no issues with their past performance and quality of work.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Enterprise Fund, Stormwater Fund

COST:

Not to exceed \$150,000 in the FY13/14. and, as budgeted and not to exceed Commission appropriated funds for each additional fiscal year during the remaining terms of the contract.

REVIEWED BY:

Public Works Director, Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Gerald Chancellor, Public Works Director - Request is being made to approve award of this service to C & C Electric Works to be utilized as needed for an agreement period of one (1) year with the option to renew for three (3) additional one (1) year periods at an annual cost not to exceed \$150,000 in the FY 13/14 and not to exceed the Commission appropriated funds for each additional fiscal year during the remaining terms of the contract.

**POTENTIAL
MOTION:**

"I move to approve award to C & C Electric Works to be utilized as needed for an agreement period of one (1) year with the option to renew for three (3) additional one (1) year periods at an annual cost not to exceed \$150,000 in the FY 13/14 and not to exceed the Commission appropriated funds for each additional fiscal year during the remaining terms of the contract."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Bid Tabulation
- Overview of Solicitation and Findings
- Agreement
- C & C Bid Submittal
- Original Solicitation posted to vendors

BID TABULATION**BID # PW 13-17 - AS NEEDED ELECTRIC MOTOR AND PUMP REPAIRS**

VENDOR	PUMP AND MOTOR REPAIRS	CRANE RENTAL	MATERIALS
C & C ELECTRIC WORKS, INC.	\$18.00 PER HOUR	\$ 95.00 PER HOUR	CONTRACTORS COST + 10%
FLORIDA ELECTRIC MOTOR SERVICE	\$19.95 PER HOUR	\$120.00 PER HOUR	CONTRACTORS COST + 10%
PAT'S PUMP & BLOWER, LLC	\$55.00 PER HOUR	\$95.00 PER HOUR	CONTRACTORS COST + 5%
TAW ORLANDO SERVICE CENTER, INC.	\$45.00 PER HOUR	\$95.00 PER HOUR	CONTRACTORS COST + 10%

*** Award will be based on lowest responsive and responsible bidder of hourly rates for Pump and Motor Repairs

Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 13-17
AS NEEDED ELECTRIC MOTOR AND INDUSTRIAL PUMP REPAIRS

Solicited: August 6, 2013
Addendums issued: 0 total
Bid due date: September 5, 2013

A bid solicitation was completed for a qualified and experienced vendor to provide as needed repair services for electric motors and industrial pumps. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 168 Vendors
Number of planholders that downloaded the solicitation: 14 Vendors
Number of Vendors that submitted bids: 4 Vendors

The following Vendors submitted bid responses at the following rates:

<u>Vendor</u>	<u>Repair Rate</u>	<u>Crane Rental</u>	<u>Materials +</u>
• C & C Electric Works	\$18.00 per hour	\$95.00 per hour	10%
• Florida Electric Motor Service	\$19.95 per hour	\$120.00 per hour	10%
• Pat's Pump and Blower	\$55.00 per hour	\$95.00 per hour	5%
• Tampa Armature Works	\$45.00 per hour	\$95.00 per hour	10%

After review of the bids submitted, it was found that C & C Electric Works was the lowest responsive and responsible bidder with an hourly repair rate of \$18.00 per hour.

FOR THE RECORD: It should be noted that Pat's Pump and Blower listed Florida Electric Motor Service as a sub-contractor to perform work under this contract. I would also draw attention to the fact that Florida Electric Motor Service also submitted a separate bid for the work to be performed. Both vendors will be contacted to inform them of this issue and it will be recommended that any future bids with the City of Deltona, by their firms, not be in conflict.

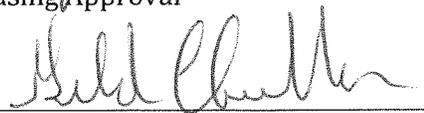
A background check on the Florida Department of State Division of Corporations website was conducted on C & C Electric to verify their current ability to perform work in the State of Florida as a business, and a background check as to any debarment issues.

They have been recognized as having the experience needed to perform the work required, as they are the incumbent of the previous contract in place. They have performed multiple tasks in the repair and refurbishing of electrical motors and industrial pumps for the City of Deltona Water Department. There have been no issues with past performance and Deltona Water Management is satisfied with their work.

Based on the policy and procedures of the City of Deltona and the selection process in which we are to follow. Recommendation of award is going to be made by City of Deltona Staff to award this bid to C & C Electric Works, Inc. This is based on their low bid, responsiveness in their bid, the past experiences with this type of work and the ability to perform the work as required in the bidding documents as the service provider.


Purchasing Approval

9-6-13
Date


Department Approval

9/6/13
Date

Item 7C

211



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No Events **No Name History**

Detail by FEI/EIN Number

Florida Profit Corporation

C & C ELECTRIC WORKS, INC.

Filing Information

Document Number	P02000126096
FEI/EIN Number	050543296
Date Filed	11/21/2002
State	FL
Status	ACTIVE

Principal Address

1637 PATTERSON AVE.
DELAND, FL 32724

Changed: 04/18/2007

Mailing Address

1637 PATTERSON AVE.
DELAND, FL 32724

Changed: 04/18/2007

Registered Agent Name & Address

HOWARD, CHUCK
1637 PATTERSON AVE.
DELAND, FL 32724

Address Changed: 04/18/2007

Officer/Director Detail

Name & Address

Title P

HOWARD, CHUCK
1086 E. WISCONSIN AVE.
ORANGE CITY, FL 32763

Title VP

HOWARD, CHUCK
1086 E. WISCONSIN AVE.
ORANGE CITY, FL 32763

Title S

HOWARD, CHUCK
1086 E. WISCONSIN AVE.
ORANGE CITY, FL 32763

Title T

HOWARD, CHUCK
1086 E. WISCONSIN AVE.
ORANGE CITY, FL 32763

Annual Reports

Report Year	Filed Date
2011	02/22/2011
2012	03/15/2012
2013	04/26/2013

Document Images

04/26/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
04/18/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
02/18/2005 -- ANNUAL REPORT	View image in PDF format
03/06/2004 -- ANNUAL REPORT	View image in PDF format
05/15/2003 -- ANNUAL REPORT	View image in PDF format
11/21/2002 -- Domestic Profit	View image in PDF format

No Events**No Name History**

**AGREEMENT BETWEEN
CITY OF DELTONA, FLORIDA AND
C & C ELECTRIC WORKS, INC.
FOR AS NEEDED ELECTRIC MOTOR AND INDUSTRIAL PUMP REPAIR SERVICES
PER ITB # PW 13-17**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and C & C ELECTRIC WORKS, INC., duly authorized to conduct business in the State of Florida, whose principal address is 1637 Patterson Ave., Deland, Florida 32724, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related As Needed Electric Motor and Industrial Pump Repair Services, per ITB No PW 13-17. The work generally involves all work as described in the bid documents, specifications, drawings and any addendum issued for this project; and

WHEREAS, ITB # PW 13-17 did seek firms or individuals qualified to provide professional As Needed Electric Motor and Industrial Pump Repair Services; and

WHEREAS, the Contractor desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, City hereby engages Contractor to provide professional As Needed Electric Motor and Industrial Pump Repair Services per ITB # PW 13-17, attached hereto and incorporated herein by reference, and Contractor's Proposal dated September 5, 2013.

2.2 The services, as described in ITB # PW 13-17, to be rendered by the Contractor, shall be for one (1) year, with three (3) one year renewal periods, upon written acceptance by the City prior to each successive renewal.

2.3 The services to be rendered by the Contractor shall include all labor, materials and incidentals necessary to perform all work indicated and specified in the ITB documents.

2.4 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

Article 3. Compensation

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided at the cost as indicated on the attached pricing sheet described as Exhibit A, attached hereto and incorporated herein by reference. Fees for any additional work needed will be agreed upon prior to any service being completed.

3.2 Payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- 3.2.1 A timely submission of properly certified invoices, in strict accordance with the prices and delivery elements as stipulated in the purchase order document, submitted to the Finance Department at the address stipulated on the Purchase Order.
- 3.2.2 All invoices submitted shall consist of an original and one (1) copy; clearly reference the purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; and be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- 3.2.3 The invoice shall contain the Proposer's Federal Employer Identification Number.
- 3.2.4 The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the ITB Response Form.

3.3 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Contractor hereby agrees that the rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

3.4 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. City Responsibilities

4.1 City shall promptly review the deliverables and other materials submitted by Contractor and provide direction to Contractor as needed. City shall designate one City staff member to act as City's Project Administrator and/or Spokesperson.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

5.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

5.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company

or companies authorized to do business in the State of Florida and rated “Class A” or better by A. M. Best or some other form of assurance approved by the City’s Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage available:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (D) Additional Requirements:

(1) **City of Deltona shall be named and endorsed as an additional insured on the General liability policy.**

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Contractors negligent acts or omissions or willful misconduct, and shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Contractor shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

5.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, defend and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

5.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

5.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

5.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

5.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

5.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess

of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

6.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants

for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 7. Severability

7.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:
 Chuck Howard
 President
 C & C Electric Works, Inc.
 1637 Patterson Ave.
 Deland, Florida 32724

If to City:
 Gerald Chancellor
 Public Works Director
 City of Deltona
 2345 Providence Blvd.
 Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement consists of the following:

This Agreement
 Notice of Award
 ITB Documents
 Addendum, if any
 Exhibit A / Contractor's Bid Submittal

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE RAFTERY
City Clerk

WILLIAM "DAVE" DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney

BID RESPONSE FORM

Bid of C&C Electric Works Inc., hereinafter called "Bidder", a CORPORATION doing business as C&C Electric Works Inc. to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the construction of:

**City of Deltona
 BID #PW 13-17
 As Needed Electric Motor and Industrial Pump Repairs**

having examined the bid documents and the scope of work, and being familiar with all of the conditions surrounding the services to be provided including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions, and Information for Bidders.

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____
 No. _____ Dated: _____ No. _____ Dated: _____

BASE BID: Bidder agrees to perform all of the work in accordance and as described within the attached scope of work for the sum shown in the schedule below:

SCHEDULE OF BID PRICES

There are no known estimates or quantities for these services.

ITEM	DESCRIPTION	COST
1	PUMP AND MOTOR REPAIRS (includes removal and installation)	\$ <u>18.⁰⁰</u> per hour
2	CRANE RENTAL	\$ <u>95.⁰⁰</u> per hour
3	MATERIALS	CONTRACTORS COST PLUS <u>10</u> % (not to exceed 10%)

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The scheduled prices provided above shall include all labor, materials, overhead, profit, insurance, etc., to cover the work required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Respectfully submitted:

By: C & C Electric Works Inc
(Business Name)

(SEAL - if bid is by corporation)

1637 PATTERSON AVE
(Business Address)

Deland Fl. 32724
(Business City, State/Zip Code)

Chuck Howard
(Signature)

Chuck Howard
(Printed Name)

President
(Title)

BIDDER'S INFORMATION FORM

Bidder (Company) Name: <i>C & C Electric Works Inc</i>	F. E. I. N. or SS Number: <i>05-0543296</i>
Mailing Address: <i>1637 PATTERSON AVE</i>	Street Address: <i>1637 PATTERSON AVE</i>
City, State, Zip: <i>Deland FL 32724</i>	City, State, Zip: <i>Deland FL 32724</i>
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <input checked="" type="radio"/> Corporation </div> <div style="text-align: center;"> <input type="radio"/> Partnership </div> <div style="text-align: center;"> <input type="radio"/> Proprietorship </div> <div style="text-align: center;"> <input type="radio"/> Joint Venture </div> </div>	I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. <div style="text-align: center;"> X <u><i>Chuck Howard</i></u> Authorized Signature (Manual) </div>
Incorporated in the State of: <i>Florida</i> Year: <i>2001</i>	Typed or Printed Name: <i>Chuck Howard</i>
Telephone Number: <i>(386) 734-0222</i>	Title: <i>President</i>
Fax Number: <i>(386) 734-6677</i>	
Contact name: <i>CHUCK HOWARD</i>	Contact Email info: <i>PumpmanSouth@hotmail.com</i>

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NON COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA

COUNTY OF VOLUSIA

Chuck Howard, being first duly sworn deposes and says that:

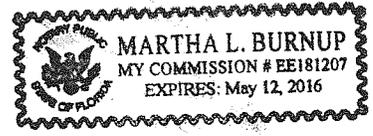
1. He/She is the President of C&C Electric Works Inc., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Chuck Howard

Sworn and subscribed to before me this 5th day of September, 2013, in the State of Florida, County of Volusia

Martha L. Burnup Notary Public

My Commission expires:



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BIDDER'S CERTIFICATION FORM

I have carefully examined the Item to Bid, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Item to Bid at the prices and rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the bid documents and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other bidder interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business
C & C Electric Works Inc
By: Chuck Howard
Signature
Chuck Howard
Name & Title, Typed or Printed
1637 Patterson Ave
Mailing Address
Deltona Fl. 32724
City, State, Zip Code
(886) 734-0222
Telephone Number

Sworn to and subscribed before me

This 5th day of

September, 2013

Martha L Burnup
Signature of Notary

Notary Public, State of Florida

Personally known

-OR-

Produced Identification _____

Martha L Burnup
Notary



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CORPORATE RESOLUTION FORM

I, Chuck Howard, Secretary of C&C Electrical Work's Inc., a Corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on Sept. 3rd, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation

A Bid and Agreement to The City of Deltona for the construction of Electric Motor And Industrial Pump Repair

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Chuck Howard</u>	<u>President</u>	<u>Chuck Howard</u>
<u>Chuck Howard</u>	<u>Vice President</u>	<u>Chuck Howard</u>
<u>Chuck Howard</u>	<u>Secretary</u>	<u>Chuck Howard</u>
<u>Chuck Howard</u>	<u>Treasurer</u>	<u>Chuck Howard</u>

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 5th day of Sept, 20 13

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DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

C&C Electric Works Inc does:
(Name of Business)

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

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

Chuck Howard

Signature

Chuck Howard

Print Name and Title

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Chuck Howard President
(Individual's name and title)

For C&C Electric Works Inc
(Name of entity submitting sworn statement)

Whose business address is 1637 PATTERSON AVE DELTONA FL 32724

And (if applicable) its Federal Employer Identification Number (FEIN) is 05-0543296
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

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(Continued)

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

 / Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 / The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 / The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Chuck Howard

SIGNATURE

9-5-13

DATE

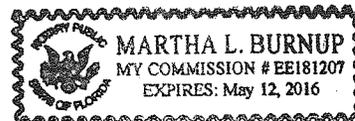
State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Chuck Howard (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 5th day of September, 20 13.

Martha L. Burnup

NOTARY PUBLIC

My commission expires:



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HOLD HARMLESS AND INDEMNITY AGREEMENT

C&C Electric Works Inc agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

C&C Electric Works Inc, *By: Chuck Howard*
CONTRACTOR

9-5-13
DATE

References Form

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

References are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted.

References which are located in foreign countries are not acceptable.

1. Project Name: Indian River County Fl.
Project Value: \$60,000 to \$85,000
Project Description: Pump and motor Repairs
Project Owner: _____
Owner contact information: TERRY Southard 772-770-5045
Project Location: Indian River County Fl.
Project Start and End Dates: ON GOING

2. Project Name: BREVARD COUNTY FL.
Project Value: \$80,000
Project Description: Pump and motor Repairs
Project Owner: _____
Owner contact information: BRIAN Sorenson 321-952-4549
Project Location: _____
Project Start and End Dates: ON GOING

3. Project Name: CITY OF PALM COAST FL.
Project Value: \$60,000
Project Description: motor Repairs
Project Owner: _____
Owner contact information: Pete Roselle 386-986-2531
Project Location: _____
Project Start and End Dates: ON GOING

4. Project Name: CITY OF ST MARY'S GA
Project Value: \$85,000
Project Description: Pump and motor Repairs
Project Owner: _____
Owner contact information: Teddy Howard 912-322-8693
Project Location: _____
Project Start and End Dates: ON GOING

References continued

5. Project Name: City of Kingsland Ga.
Project Value: \$50,000
Project Description: Pump & Motor Repairs
Project Owner: _____
Owner contact information: C.J. LeBlanc 912-729-8238
Project Location: _____
Project Start and End Dates: ON Going

6. Project Name: City of Deland
Project Value: \$165,000
Project Description: Pump & Motor Repairs
Project Owner: _____
Owner contact information: Danny Pope 386-804-8445
Project Location: _____
Project Start and End Dates: _____

7. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

8. Project Name: _____
Project Value: _____
Project Description: _____
Project Owner: _____
Owner contact information: _____
Project Location: _____
Project Start and End Dates: _____

Sub-Contractors and Affiliates Form

The following are a list of Sub Contractors or Affiliates that will be utilized in this contract. Use additional sheets if necessary.

1. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

2. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

3. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

4. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

5. Firm Name: _____
Trade: _____
Firm Owner: _____
Firm Address: _____
Firm Phone Number: _____

None

EQUIPMENT AND PERSONNEL IDENTIFIER FORM

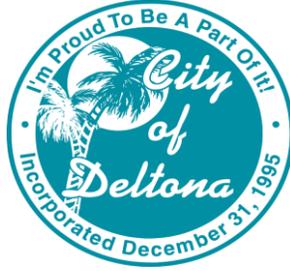
Contractor shall identify and list below the number of staff, and all types and amounts of equipment that will be dedicated to the performance of this bid should the contractor be awarded the contract pertaining to this bid.

Number of Staff Dedicated to the City of Deltona contract for As Needed Electric Motor and Industrial Pump Repairs - Bid # PW 13-17 5

DESCRIPTION OF EQUIPMENT DEDICATED TO CITY OF DELTONA FOR AS NEEDED ELECTRIC MOTOR AND INDUSTRIAL PUMP REPAIRS BID # PW 13-17	QUANTITY OF EQUIPMENT
1. <i>Crane Truck</i>	1
2. <i>Oven</i>	1
3. <i>Dip Tank</i>	1
4. <i>50 Ton Press</i>	1
5. <i>Winding Machine</i>	1
6. <i>Lathe</i>	1
7. <i>Fork Lift</i>	1
8.	
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20.	

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City of Deltona
Public Works Division
255 Enterprise Road
Deltona, Florida 32725

The City of Deltona, Public Works Division will receive Sealed Bid submittals up to **2:00 p.m. on September 5, 2013** at the Purchasing Office of the Public Works Division, 255 Enterprise Road, Deltona, FL 32725 for the following:

Item to Bid

ITB # PW 13-17/ As Needed Electric Motor and Industrial Pump Repairs

The City of Deltona is seeking a qualified and experienced vendor to provide repair services for electric motors and industrial pumps. Repairs include removal of motors and pumps, rewinding of stators and rotors, replacement of bearings and seals, complete motor repair, rewinding of transformers, machining, crane service as needed, installation of pumps and motors and any other additional services as required. An annual pricing agreement will be implemented to establish firm fixed pricing for AS NEEDED electric motor and industrial pump repairs for the period from October 1, 2013 through September 30, 2014, with the option to renew for three additional one year periods. The City of Deltona will not be bound by any exact quantities on this bid.

Bid submittals shall contain all of the forms located within the Required Forms Packet and shall be submitted to the address as follows for both Mail and Hand Deliveries:

City of Deltona
Public Works Division
Attn: Purchasing Agent
255 Enterprise Road
Deltona, Florida 32725

City will transmit to all prospective Bidders of record such Addenda as City considers necessary in response to questions arising at the conference. Oral statements made by the City may not be relied upon and will not be binding or legally effective.

Bids must be submitted utilizing all the required submittal forms in order to be accepted. Copies of the Bid may be obtained from Brian Boehs, Purchasing Agent, City of Deltona, Public Works Division, 255 Enterprise Road, Deltona, Florida 32725, email: bboehs@deltonafl.gov or from the www.demandstar.com website.

Please be sure to include your company's name, address and phone number, as well as the Bid name and number, on the outermost envelope.

Bid submittals received at any other location, except for the location listed above, will not be accepted and returned to the sender unopened. Bid submittals received after 2:00 p.m. on September 5, 2013 will be returned to the sender unopened. FAX or electronic (emailed) submittals will not be accepted.

The City reserves the right to accept or reject any or all submittals with or without cause, to waive technicalities, or to accept the submittal which, in its judgment, best serves the interest of the City. Persons with disabilities needing

assistance to participate in any of the proceedings should contact the City Clerk's office at 386-878-8507 at least forty-eight (48) hours in advance.

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy [CD or Flashdrive]) of the Bid submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copy and should be one complete file (PDF preferred), not a series of files. The Bidder may submit the Bid submittal in person or by mail. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

SECTION 1

General Conditions, Instructions and Information for Bidders

CONTACT: All prospective Applicants (Bidders) are hereby instructed not to contact any member of the City of Deltona City Commission, City Manager, City of Deltona (City) staff members or Engineers contracted by the City of Deltona, other than the noted contact person regarding this solicitation or their bid submittal at any time during the solicitation process. Any such contact shall be cause for rejection of your bid submittal.

PUBLIC OPENING: Bid submittals shall be received at the City of Deltona Public Works Division, 255 Enterprise Road, Deltona, Florida 32725 on or before September 5, 2013 at 2:00 p.m. Bid submittals shall be opened publically and shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Boehs at 386-878-8955 or at bboehs@deltonafl.gov at least 72 hours in advance of the Public Opening. The City shall receive Bid submittals at the above address, on the date and at the time specified above. Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to City Hall, nor will they be accepted at City Hall.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on www.demandstar.com.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BID SUBMISSION AND WITHDRAWAL: The City shall receive Bid submittals at the above address, on the date and at the time specified above. Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to City Hall, nor will they be accepted at City Hall. The outside of the envelope/container must be identified with the Bid number and title as stated above. The envelope/container must also include the Bidder's name and return address. Receipt of the Bid submittal in the Public Works Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the bid submittal.

Bid submittals received at another location, other than the location noted above, or received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Agents office at the Public Works Division, located at 255 Enterprise Road, Deltona, Florida 32725, shall serve as the

official authority to determine lateness of any bid submittal. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered Bid submittals prior to the deadline set for receiving Bid submittals. Telephone confirmation of timely receipt of the Bid submittal may be made by calling (386) 878-8955, before the 2:00 p.m. deadline.

Bidders shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy [CD or Flashdrive]) of the Bid submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Bidder may submit the Bid submittal in person or by mail. Bids that are hand delivered shall be dropped off at the receiving door, under the metal stairs, on the north end of the Deltona Water Building at 255 Enterprise Road, Deltona, Florida 32725.

Bidders may withdraw their Bid submittals by notifying the City in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their bid submittals in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid submittal. Bid submittals, once opened, become the property of the City and will not be returned to the Bidders.

No additional information may be submitted, or follow-up made, by any Bidder after the stated due date, unless requested by the City. At the time of opening and immediate review of the bid submittals, the City reserves the right to request all required forms/attachments that may have not been submitted at the time of submittal. The respondent shall have twenty four (24) hours to supply this information to the City for their bid submittal to be considered valid.

INQUIRIES / INTERPRETATIONS / CLARIFICATION / ADDENDA: All Bidders shall carefully examine the bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Public Works Division Purchasing Agent in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any question concerning the intent, meaning and interpretations of the bid documents including the attached draft agreement, shall be requested in writing, and received by the Public Works Division Purchasing Agent at least ten (10) business days prior to the due date. Any inquiry or request for interpretation received ten (10) or more calendar days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum, if issued. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the bid form. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this bid. All inquiries shall be **in writing** and directed to the Purchasing Agent, Brian Boehs, at Fax No. (386) 878-8971 or email to bboehs@deltonafl.gov. **Oral statements given before the Bid Due Date will not be binding.**

ADDENDA: The City will record its responses to inquiries, any supplemental instructions, and / or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the bid documents become necessary; the City shall post addenda information on the Onvia website at www.demandstar.com which will go out to all Bidders who received a bid package through Demandstar. All addenda are posted to the Demandstar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from third party sources, such as plans rooms, must officially register with the City's Public Works Divisions Purchasing Agent in order to be placed on the Demandstar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. All Bidders should check the Demandstar website at least forty-eight (48) hours before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid submittal as unresponsive. Bidder shall sign, date and return all addenda with their bid submittal.

All addenda will be posted on www.demandstar.com. **It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. It is the vendor's responsibility to check the Demandstar website in order to be sure latest addendum and any prior addendum have been received.**

PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this bid.

ACCURACY OF BID SUBMITTAL INFORMATION: Any Bidder that submits in his/her bid submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid submittal and rescission of any ensuing contract. **An endorsement of the City of Deltona being additionally insured and a copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of bid. Should the Bidder not be fully licensed and certified, his/her bid submittal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on www.demandstar.com prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the City's Purchasing Policy and Procedures shall constitute a waiver of proceedings.

PROTESTS: Any Bidder who disputes the selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, RFP submittals become "public records" and shall be subject to public disclosure with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Bidder warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this Agreement and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Bidders, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the bid submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever materials or equipment are specified or described in the specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is

intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Bidder to allow the City to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Bidder. If Bidder wishes to furnish or use a substitute item of material or equipment, Bidder shall indicate this action within this solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Bidder is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Bidders affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute.

Bidder assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the contract documents, and that the specifications and all other features of substitute items are suitable for the intended purpose.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid submittal and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The City of Deltona Purchasing Policy and Procedures apply in its entirety with respect to this solicitation.

AFFIRMATION: By submission of an bid submittal, Bidder affirms that his/her bid submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of these bid documents and the resulting contract.

MISTAKES IN PROPOSAL: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bid submittals having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid submittal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bid submittals in which such Bidders are believed to be involved. Any or all bid submittals will be rejected if there is reason to believe that collusion exists between Bidders. Bid submittals in which the prices obviously are unbalanced will be subject to rejection.

JOINT VENTURES: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this solicitation.

CERTIFICATES: The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, and Federal Employee Identification Number.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate any portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

AWARD TERM: A contract resulting from this Invitation for Bid will run for an initial period of one (1) year, renewable for three (3) additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

PRICE RE-DETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire.

SUB-CONTRACTORS: The awarded Contractor shall provide a list of sub-contractors to be utilized for this project at time of bidding. Contractors

EQUIPMENT AND PERSONNEL IDENTIFIER SHEET: All bidders will be required to submit an Equipment and Personnel Identifier Sheet. This will identify for the City the type and amount of equipment used by the bidder. The City of Deltona reserves the right to inspect all equipment prior to an award being made or at any time during the term of the contract for the City of Deltona's As Needed Electric Motor and Industrial Pump Repairs Contract.

DRUG FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for

the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Agent at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder shall have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this solicitation agree that such response also constitutes a bid submittal to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept these bid submittals, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposal any or all items.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this bid, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Agent will provide an exemption certificate to the awarded proposal(s). Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

PERMITS / LICENSES / FEES: Any permits, licenses, or fees required for these services shall be paid for and obtained by the Contractor and the responsibility of the Contractor. No separate or additional payment will be made by the City. Adherence to all applicable code regulations (Federal, State, City) are the responsibility of the Contractor.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, Florida 32725

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

ADDITIONAL GOODS: Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City of Deltona reserves the right to add or delete products or materials of similar nature, within the family of products for Electric Motors and Industrial Pumps and their commodity codes, to those items requested in this Bid.

DEFAULT PROVISIONS: In the event of default by the bidder, the City of Deltona reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result.

DELIVERY: All deliveries are to be F.O.B. Destination, City of Deltona, as specified on a Purchase Order.

TERMINATION FOR CAUSE: If the successful Bidder fails to provide the items bid or if deliveries are not made in a timely manner or if the product supplied does not meet the specifications of the items listed in this Invitation to Bid or shall in any manner commit a breach of contract and fails to remedy within five (5) days after notification from the City of Deltona, the City may terminate the contract resulting from this bid without further notice to the successful contractor. Any and all costs or other expenses incurred by the City of Deltona as a direct result of the aforesaid termination shall be the direct liability of the successful contractor. The City of Deltona shall have all remedies available at law or equity. In addition, the City of Deltona may terminate the contract, without cause, upon thirty (30) days notice.

SELLING, TRANSFERRING OR ASSINGING CONTRACTS: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City of Deltona.

DELIVERY SLIPS AND INVOICE BILLING REQUIREMENTS:

1. Awarded vendor(s) shall insure that all delivery slip shall accompany the items delivered. Delivery slips shall clearly state the purchase order number, date of delivery, carrier method of delivery, total count delivered, item description, quantity delivered and quantity backordered.

2. Awarded vendor(s) shall insure that all invoices clearly state the purchase order number, delivery dates, quantities, item descriptions, the manufacturer's list price per item, the Single fixed percentage discount and the total discounted price of the items sold.
2. Please be advised that the City of Deltona will not prepay for products. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

QUALIFICATIONS OF BIDDERS: Bids shall only be considered from firms that have been engaged in providing the listed services to those specified herein for a period of not less than five (5) years and who are presently engaged in the providing of these services. Pre-award inspection of the bidder's facility may be made prior to award of the contract. Bidders may be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.

Bids shall only be considered from service providers of this type of service herein. A representative of the City of Deltona may examine such stock and facilities at any time either before award is made or during the life of the contract.

The City of Deltona shall have the right to investigate the financial condition and experience record of each prospective bidder and determine to its satisfaction the competency of each to undertake the project.

EXTRA WORK: The City, without invalidating this **AGREEMENT**, may order changes in the operation within the general scope of this **AGREEMENT** consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This **may be** forwarded to the City Manager, if necessary, for approval or rejection.

CANCEL AGREEMENT: The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT with no penalties to the City**.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

SEVERABILITY: If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

REFERENCES: Bidder must submit with the bid, four (4) references (form attached) for projects of similar scope, nature and size to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive. The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

DETERMINATION OF AWARD: In order to meet the needs and to serve the best interest of the City of Deltona, award will be made to a responsive and responsible bidder who offers the lowest rate for all the types of services provided within the submitters bid response form. This will be evaluated based on a standard equation using all of the components within the bid response form. Only bidders who can comply with all the specifications, terms and conditions of this bid will be considered. The City of Deltona reserves the right to reject any or all bids and subject to the restrictions herein stated. The City of Deltona may review and consider experience and past performance in its award. The City of Deltona reserves the right to accept all or any part of the bid. The City also reserves the right to waive any informality in any bid. The City reserves the right to reject all bids, and to re-advertise for bids. Award may be made by manufacturer / brand or as may be deemed in the best interests of the City of Deltona.

SUBMITTALS: All submittals are **REQUIRED** and shall be submitted with the bid package at the time of the bid opening to be considered a responsive bidder. Faxed or Electronically submitted Bids shall not be accepted. Bidding companies shall submit two (2) COMPLETE SETS (one [1] original, and one [1] electronic copy (CD)) of the Bid submittal with all supporting documentation. Failure to comply may be cause for your bid to be considered non-responsive and rejected.

Bids shall include all of the following and in the number of sets as instructed in the submittals section above:

- Bid Response Form (attached to the required forms packet)
- Bidder's Contact and Information Form (attached to the required forms packet)
- Non-Collusion Affidavit Form (attached to the required forms packet)
- Proposer's Certification Form (attached to the required forms packet)
- Sworn Statement on Public Entities Crimes (attached to the required forms packet)
- Corporate Resolution Form (attached to the required forms packet)

- Hold Harmless and Indemnity Agreement (attached to the required forms packet)
- References Form (attached to the required forms packet)
- Sub-Contractors and Affiliates Form (attached to the required forms packet)
- Drug Free Workplace Form (if applicable) (attached to the required forms packet)
- Equipment and Personnel Identifier Form (attached to the required forms packet)
- All issued addendums shall be signed and returned with bid submittal

Questions regarding this bid are to be addressed **IN WRITING** to:

Brian Boehs
Purchasing Agent
Public Works Division
255 Enterprise Road.
Deltona, FL 32725
E-Mail Address: bboehs@deltonafl.gov
Or Fax: (386) 878-8971

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members or Engineers contracted by the City of Deltona, other than the noted contact person OR a member of the Purchasing staff regarding this Item for Bid or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 2

SCOPE OF SERVICES

Time of delivery is an important consideration in making the award and must be adhered to. The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if delivery is not made within the time specified. Any work performed after cancellation of order(s) may be returned at the seller's expense.

GENERAL INFORMATION

The City of Deltona is currently accepting bids from vendors who are experienced and capable of providing as needed electric motor and industrial pump repairs. The successful bidder shall complete all work required and as needed for the scheduled projects assigned by the City of Deltona during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. No work shall be completed on the weekends and/or City observed holidays unless otherwise instructed by Public Works personnel. All safety precautions shall be taken to protect contractor's employees, City personnel and the public.

TERM OF CONTRACT

This contract shall remain in effect for one (1) year with the option to renew for three (3) additional one (1) year periods.

SCOPE OF WORK

Deltona Water Requires repair services for electric motors and industrial pumps. Scope of Work includes the removal of motors and pumps, repairs, including rewinding of stators and rotors, replacement of bearings and seals, complete motor repair, rewinding of transformers, machining, crane service as needed, installation of motors and pumps and any other additional services as required. The City of Deltona will not be bound by any exact quantities on this bid.

RENEWAL: Annual bid may be renewed for three (3) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of intent to renew will be mailed sixty (60) calendar days in advance of expiration date of this award. Annual renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications only. No Fuel or other adjustments will be made.

EQUIPMENT

Types and sizes of the equipment include but is not limited to the following:

- A. Totally enclosed fan cooled, frame type T or U, 1800 RPM 110V, 60HZ, 1 phase or 230 / 460V / 4160V, 60 HZ, 3 phase
- B. Open drip proof, frame type T or U, 1800 RPM: 110V / 220V, 60HZ, single phase or 230 / 460V / 4160V, 3 phase
- C. Vertical hollow shaft well motors: Totally enclosed fan cooled (T.E.F.C) and weather proof drip proof (W.P.D.P.) in sizes 5 H.P. through 100 H.P.
- D. Totally explosion proof motors, 1800 RPM, 230 / 460 Volt, 3 phase, 60 HZ for hazardous locations, Class I, Groups A, B, C, D and Class II, Groups E, F, G.
- E. Wound rotor motor horizontal and vertical open, drip proof and totally enclosed 3 phase, 480 or 4160 Volt, 60 HZ, in sizes 50 H.P. through 150 H.P.
- F. Dry type transformers

- G. Manufacturers of motors and dry type transformers include, but are not limited to the following: Toshiba, Sterling, G.E., U.S., Lincoln, Westinghouse, Marathon, EM, Baldor, Century, I.T.E., FGM, Arora, and Peabody Barnes. ABS submersible pump motors.

WRITTEN ESTIMATE

Contractor shall provide a one written estimate for repairs prior to commencement of work. Estimates shall include the following:

- A. One fee to include pick up, tear down, inspection.
- B. Disassembly and Inspections
 1. Upon receipt of motor, the insulation resistance shall be read and recorded as part of the written estimate.
 2. If motor windings have failed, a description of failure and probable cause of failure shall also be recorded.
 3. Written estimate shall also indicate the general condition of the motor to include any problem which would prevent the motor from performing efficiently.
 4. Any physical damage shall be indicated on estimate as to bearings (worn dry-over glazed), transmission device problems (worn sheave-damaged coupling) and shaft or housing damage.
- C. Estimate of repairs reassemble and return delivery.
- D. Number of labor hours required for repairs
- E. Complete list of parts with cost.
- F. Prices to include pickup and delivery to any site within the City of Deltona.

Written estimates to repair units shall be returned within one (1) working day of request.

After written estimate is received, Deltona Water shall determine if repairs are required or if the unit is to be replaced. If the determination is made by Deltona Water to replace the unit with a new unit, the Contractor will return the damaged unit completely reassembled at no charge to the City of Deltona other than the noted bid charge for a written estimate.

The City of Deltona reserves the right to question the number of shop or machine hours on any given estimate. The City of Deltona and the Contractor shall agree to their mutual satisfaction the number of hours on the estimate. If a mutual agreement cannot be reached, the City of Deltona reserves the right to competitively quote the repairs.

Parts and Materials

Any parts or materials required as per written estimate shall be paid at the Contractor's cost, plus the bid markup. A copy of the Contractor's invoice(s) from the Contractor's supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures their own parts, the Contractor shall charge the City of Deltona fair market price as provided to the Contractors most favored customer.

Response Time

Contractor is required to respond within 30 minutes of notification. Contractor is required to pick up unit the same day notification is made within 2 hours unless scope of work requires additional time, E.G. Crane, Confined space, etc.. Transformers and motors shall be repaired and returned within two (2) working days, after pick up. Any exceptions to delivery requirements shall be noted on the written estimate.

The City of Deltona shall be given "priority" for emergency repairs. All emergency repairs shall be completed within twenty-four (24) hours.

Removal and Installation of Motors and Pumps

Contractor shall be responsible to remove, install and reinstall all motors and pumps that require repairs. The City will be responsible for the distribution, disconnect and reconnection of all electrical power sources to motors and pumps prior to removal and installation being performed by the Contractor.

Machining

When machine work is necessary, Contractor shall list as a separate item when doing a written estimate. Contractor shall not include machine time in the number of hours for labor. All machine work shall be bid on a straight hourly rate.

Crane Service

Contractor shall supply crane and / or special lifting equipment with operator where service is required for repairs. Mobilization charge shall include all charges to get crane on-site. Contractor shall indicate if there is a minimum charge after crane is on site. Some locations will require a minimum 20 ton crane with 80 ft. boom. Contractor shall bid prices for a twenty ton crane where indicated on bid sheet, including minimum charges, if any.

Warranty

Warranty shall include all parts and labor for a minimum of one (1) year from the time of invoice date. Any repairs made under warranty shall include any weekends and holiday rates, if repairs are required during that time.

Inspections

The City of Deltona reserves the right to inspect motors at any time during repairs or to observe testing. The City of Deltona reserves the right to visit the vendors shop to make sure the vendor has the correct shop equipment to service the City's needs.

Additional Work

Any additional work, requiring authorization that may be done as per cost, specified on the bid sheet, include but are not limited to the following:

1. Repair of Stator core damage that is not the result of winding burn out.
2. Repair of end bells, repair or replacement of J-boxes, repair of mounting feet, or any repair to the motor frames.
3. Repair or replacement of cooling fans.
4. Repair of shaft keyways.
5. Shaft bearing journal repair over .040 inches.
6. Replacement of motors and pumps deemed as un-repairable.

Additional Requirements

Contractor shall be EASA Approved. Contractor shall maintain direct connect and / or cell phone service for emergency and routine point of contact for the City of Deltona representatives.

Standards for Materials, Tolerances and Workmanship in repairing

This standard sets normal requirements for repair of all types of electric motors and to establish minimum quality standards for materials, tolerances and workmanship in repairing. Any deviations from these specifications are not acceptable, unless pre-approved by the City of Deltona.

1. **Definitions**

- A. The **Rebuild of a Motor** shall consist of rewinding of the stator, replacement of bearings, seals and any machine work required ensuring proper bearing fit. Balancing and testing the rotor, painting and testing.
- B. The **Reconditioning / Refurbishing** of a motor shall consist of cleaning, dipping and baking of the stator, replacement of bearings, any machine work required to ensuring proper bearing fit, balancing and testing the rotor, painting and testing.
- C. Any **Emergency** is a motor rebuild that has been given priority and will be returned to Deltona Water within twenty four (24) hours.

2. Winding Instructions

Winding removal and core preparation: Before windings are removed a stator core inter-laminar insulation test (core loss test) shall be performed and the results recorded. Old windings shall be removed by using either a "Vapor-Phase" solvent system or a controlled temperature "Burn-Out" oven. In either case, the method used must allow removal of the winding without the use of any excessive heat which might warp the stator frame or harm the laminations. Upon removal of the winding and insulation, the core shall be inspected for cleanliness and absence of burrs, sharp edges and damage iron. In the event the slots are not clean, the iron shall be sandblasted. Any damaged core iron shall be removed or individually treated to return the core to its original laminated condition. The iron and frame shall be in a first class condition in every respect before the rewinding procedure begins. A second stator core inter-laminar insulation test shall be performed and the results recorded.

3. Winding Materials

- A. Class "H" (minimum) insulation systems will be used in rewinding motors unless approved by the City of Deltona (Class "H" 155C)
- B. All materials used in rewinding shall be guaranteed to be capable of a specified minimum temperature class as defined by ANSI / NEMA MG-1 standards
- C. Data of the original material fabricator shall be available to substantiate the temperature class of each material used.
- D. Magnet wire shall be copper.
- E. Insulating varnish shall be of polyester type.
- F. All material of the insulation class shall be compatible.

4. Winding Method

- A. Coils shall be machine wound, with all wires individually tensioned to obtain uniformity and freedom from "Crossovers".
- B. Proper form shapes shall be used to insure adequate end room clearance and prevent "Buried" coils.
- C. All connections, jumpers and leads shall be laced down in a neat, secure manner with adequate clearance from end bells.
- D. The winding shall be installed in a secure manner and shall not be twisted or skewed while banding.
- E. All motors and transformers shall be rewound and connected as per the original windings and name plate information.
- F. All leads shall be extra flexible, minimum 12" in length, tinned and terminated with appropriate sized, pressure type lugs which have been die crimped.
- G. All windings shall be the same style as found on the original.

5. Varnish Application

- A. All random wound equipment shall be preheated to minimum temperature of 300 degrees Fahrenheit for a minimum of one hour.

- B. The equipment shall then be allowed to cool to approximately 130 degrees Fahrenheit and dipped. If conflicts exists between this specification and the varnish manufacturer's recommendation, the manufacturer's method shall be used.
- C. In applying the insulating varnish, the recommendation of the manufacturer shall be followed with respect to specific gravity, viscosity, and curing cycle for the particular varnish in question.
- D. A minimum of two (2) dips and bakes shall be scheduled to insure a good coating.
- E. The baking shall be done in a temperature controlled, forced ventilation oven to give the best and most uniform cure.
- F. When specified, the above procedure shall not apply and the stator shall be insulated using a VPI (Vacuum Pressure Impregnation) process.
- G. In an emergency situation a rapid process system may be used provided approval is obtained from the City of Deltona

6. Mechanical Repairs

- A. The frame, shield, fans, conduit boxes and other mechanical parts shall be inspected for damage, with particular attention given to machined surfaces, environmental seal surfaces and gaskets, corroded bolts and tapped screw threads. Damaged or defective parts shall be repaired or replaced.
- B. Shafts shall be visually inspected for excessive wear, damaged keyways and surface condition. If required, shafts shall be replaced or repaired. Tolerances for shafts and bearings on all motors shall be checked for conformance as below:
 - 1. Shaft Journals
 - a. Diameter + .0000"; - .0005"
 - b. No more than .0005" Taper
 - c. No more than .0005" Tir (Shaft mounted between centers)
 - d. Finish to be 2-5 RMS (Polished)
 - 2. Anti-Friction Bearing to shaft fit
 - a. No more than .0005" Tir (Shaft mounted between centers)
 - b. No more than .0005"
 - c. Tolerances for bearing to shaft fit as specified by motor (or bearing) manufacturer, (I.E. Solid shaft tolerances may differ from hollow shaft)
 - d. Finish to be 10-15% MS
 - 3. Shaft Straightness
 - a. New shaft, not in rotor, mounted between centers, no more than .0025" Tir at center of shaft.
 - b. Shaft centered in chuck (one end) and steady. The rest near other end, not to exceed .0015' Tir at end of shaft extension for 5/8" to 1-5/8". Diameter shafts inclusive and .002" at end of shaft extension for over 1-5/8" diameter shafts.
 - 4. Tolerances for anti-friction bearing to housing fit shall conform to motor (or bearing) manufacturer's specification for both fixed and floating bearings.
 - 5. After final assembly, repaired rotors shall be checked by dynamic balancing to ensure overall "Case" vibration levels less than stated below:
 - a. Rated speed RPM maximum amplitude, inches
 - 3000 - 4000 inclusive .001
 - 1500 - 2999 inclusive .0015
 - 999 - and less .0025

C. Bearing Replacement and Housing Repair

1. Bushing – When necessary, material shall be equal to original housing where possible. Metalizing is acceptable.
2. Bearings to be C3 without exception. Where applicable, anti-friction bearings shall be double sealed
3. Bearing Installation
 - a. Shaft surface to be clean and contaminate free
 - b. Bearing to shaft to be free of burrs, necks and / or contaminates
 - c. Bearing to be heated for installation in a thermostatically controlled oven with temperatures not to exceed 230 degrees Fahrenheit
 - d. Bearings are not to be handled at any time with bare hands
 - e. Bearings shall be examined prior to installation for contaminates and / or foreign material.
 - f. Verification of bearing and bearing application vs. manufacturer's recommendation is a necessity.

D. Shaft Repair

1. Metalizing is acceptable when .040 inches or less is required to obtain original dimensions.
2. When .040 inches or more is required, the shaft shall be welded or replaced. This will require prior approval from the City of Deltona and shall be included in the written estimate.

E. Miscellaneous

1. If a cooling fan requires replacement, new fan shall be of non-corrosive material.
2. Fan replacement shall be equal to the original or better
3. Any external motor hardware requiring replacement, I.E., wiring boxes, fan covers, bearing caps and etc., shall be equal to the original or better and shall be noted on the written estimate for approval.
4. On all TEFC motors, the opening between stator and motor connection box shall be sealed with potting compound. Compound shall be Crouse-Hines Chico, or equal to the original or better.

7. **Final Assembly**

- A. All machined surfaces shall be cleaned and contaminate free.
- B. All threaded holes shall be tapped to maximum depth.
- C. All gasket surfaces shall be prepared for re-assembly.
- D. Motor frame shall be completely free of excess paint, varnish, etc.
- E. Motor feet shall be cleaned including bolt holes.
- F. All air intake screens shall be in place and secured.
- G. In-service lubrication shall be provided for by contractor. Lubricants shall be NSF approved E.G. food grade for water applications.
- H. All cooling fans shall be secure.
- I. During re-assembly, all mechanical fits shall be double checked for proper fit and alignment.
- J. All finished machine surfaces shall be cleaned of all varnish and foreign materials.
- K. The bore of the stator laminations and the periphery of the rotor shall be clean and free of contaminates and / or any foreign material.
- L. A high grade metal protector shall be applied to all unprotected machined surfaces, such as shafts, machined flange fit surfaces, Etc.
- M. All wiring boxes shall have new gaskets between box and stator housing as well as between the split wiring box halves, properly installed to prevent water entry to box.

8. Painting

Motors shall be blasted, cleaned and primed with polyamide epoxy 3-5 mils thick. Finish paint shall be aliphatic urethane 1.5 – 2.5 thick. Color shall be safety blue, but may vary if specified on the purchase order. Any design changes such as horse power re-rating speed, etc., shall be shown as new name plate data, with the date shown on the new name plate. The old or original name plate shall be left intact. Name plates which are missing or are not legible shall be replaced with a new name plate giving as much information as is possible to provide. All new name plates installed by the repair shop are to be fabricated from a high grade stainless steel.

9. Testing

- A. All motors shall be test run at rated voltage prior to acceptance. This shall be a no-load test for sixty minutes, unless otherwise requested.
- B. Test shall include:
1. A check for balanced phase current for deviations more than 5%. A resistance check with an accurate resistance bridge or micro-ohmmeter shall be made when deviations are greater than 5%. These current readings shall be recorded.
 2. A dielectric test by megohmmeter at twice rated voltage for one minute. Readings to be recorded. Resistance values shall not be less than published N.E.M.A. rewind standards for rated voltages.
 3. Seismic vibration readings of each bearing shall be measured and recorded. Filter out readings shall be recorded for each bearing for both displacement (MILS) and velocity (I.P.S.D.) after 60 minutes running time bearing cap temperatures shall be measured and recorded.
- C. Tolerances: Any motor which exceeds any of the following specifications shall be deemed unacceptable.
1. Seismic Vibration Readings

Rates speed (RPM)	maximum amplitude (inches)
3000 – 4000	0.001
1500 – 2999	0.0015
1000 – 1499	0.002
999 – Less	0.002
 2. Temperature

Bearing CAP temperatures shall not exceed the following:

 - a. Air cooled finned motors – 140 degrees Fahrenheit
 - b. Air cooled non-finned motors – 160 degrees Fahrenheit

10. Coatings

All impellers and volutes shall be epoxy coated. Contractor shall submit to the City of Deltona the coating they are planning to use prior to work.

11. Records

Failure to report records shall be filled out for each motor repaired and returned with the motor.

INSURANCE REQUIREMENTS

Contractor shall provide and maintain, during the entire term of the Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and

rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

WORKERS' COMPENSATION:

Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

COMMERCIAL GENERAL LIABILITY:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

ADDITIONAL INSURANCE REQUIREMENTS:

- (1) **City of Deltona, a municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.
- (2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.
- (3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.
- (4) Contractor shall be responsible for subcontractors and their insurance.
- (5) The Certificate holder section of each policy shall state: **CITY OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.**
- (6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - D
SUBJECT: Approval of award of Bid #13019 for as needed Electrical Services

LOCATION:	Citywide
BACKGROUND:	<p>Purchasing solicited bids seeking licensed and qualified Electrical Contractors to provide services that may typically include, but that are not limited to, electrical services for City facilities and buildings on an annual, as needed basis.</p> <p>The bid was posted on www.demandstar.com and 315 companies were notified. Thirteen companies downloaded the bid and two responses were received from Electrical Solutions and Chinchor Electric. The bid tabulation is attached.</p>
ORIGINATING DEPARTMENT:	Parks Recreation
SOURCE OF FUNDS:	General Fund
COST:	Not to exceed Commission appropriated funding for each department annually
REVIEWED BY:	William "Dave" Denny, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Steve Moore, Parks and Recreation Director- Recommends award of Bid #13019 for as needed Electrical Services to Electrical Solutions. This bid is for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties. Staff recommends approval to Electrical Solutions to be used as needed within the appropriated funding for each fiscal year throughout the award term.
POTENTIAL	

MOTION:

"I move to approve award of Bid #13019 for as needed Electrical Services to Electrical Solutions to be used as needed within the appropriated funding for each fiscal year throughout the award term."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Original Bid
- Bid Tab
- Electrical Solutions Bid
- Chinchor Electric Bid
- Award Memo

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 13019 FOR:</p> <p>AS NEEDED ELECTRICAL SERVICES FOR THE CITY OF DELTONA</p>
<p><u>Contact:</u></p> <p>Kate Krauss, CPPO, CPPB, SPSM Purchasing Manager</p> <p>Phone: (386) 878-8570 Fax: (386) 878-8571</p> <p>EMAIL QUESTIONS TO: E-Mail Address: kkrauss@deltonafl.gov</p>	<p>BIDDER NAME: _____ _____ _____</p>
<p><u>BID DUE DATE & TIME:</u> THURSDAY, AUGUST 29, 2013 AT 2:30 AT CITY HALL, 2ND FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA</p>	<p>MAILING ADDRESS: _____ _____ _____ _____</p>
<p><u>Location of Public Opening:</u> City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: _____ Fax#: _____</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

Bid # 13019 Electrical Services

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

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Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Contracts resulting from this Invitation for Bid will run for an initial period of three (3) years, renewable for two additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. (*See other conditions under Special Terms and Conditions*)

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given

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before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

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POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item

to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall

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require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SCOPE OF WORK

Bid No. 13019

As Needed Electrical Service for City of Deltona

1. The City of Deltona is seeking an Electrical Contractor, who is certified and registered with the Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation, authorized to provide electrical repair and troubleshooting services on an as needed basis in accordance with departmental specifications and the NEC (National Electric Code) and all other applicable code requirements. Effective date for this contract is October 1, 2013. Terms of the agreement shall be for three (3) years with the option to renew for two (2) additional one year periods.
2. Contractor(s) shall have electricians available on a 24 hour day call basis. The response time for emergency service, as reported by the City of Deltona, shall be within two (2) hours. All others shall be within four (4) hours, unless otherwise agreed to between the City and the Contractor. Emergency requests are of extreme importance as the emergency may directly affect the welfare of the citizens of the City of Deltona. Due to the extreme nature of unforeseen emergencies, the City of Deltona requires that the Contractor maintain an office with adequate resources within fifty (50) miles of the City of Deltona, to ensure the time requirements for emergency response can be achieved. Time is of the essence in the performance of this work. Therefore, if the Contractor does not respond in a timely manner according to the response time documented on the bid form, the City may, at its option, perform the work and charge the Contractor accordingly or have the work completed by others.
3. Contractor shall be required to obtain any and all permits, which may be required to facilitate the requirements of these specifications.
4. Contractor may be required to maintain an inventory of parts and equipment that may be needed to facilitate emergency repairs at various City of Deltona facilities.
5. Contractor shall provide written repair estimates for all repairs or emergency repairs as may be required. Estimates shall be based on time and material charges outlined in their bid submittal. Contractor shall inform the City representative of the repair estimate and obtain authorization to proceed.
6. All work orders shall be signed, dated and acknowledged by the City of Deltona representative.
7. Should the Contractor respond to a service call and cannot perform the work due to the lack of parts and equipment, the City of Deltona will not be billed for service / emergency call.
8. Contractor shall guarantee all new work for one (1) year.
9. Contractor shall dispose of all light fixtures / lamps that are replaced, including fluorescent, HID lamps, Mercury Vapor, High Pressure Sodium, etc.
10. The resulting service contract will be awarded to one firm as the primary Contractor and a secondary back-up Contractor may also be selected.

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11. Parks and Recreation Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to our athletic fields; parking lot lighting installations and hard surface areas (such as tennis courts and basketball courts); make repairs or upgrade / renovate light systems, scoreboards, new electric service and related electrical work at any Parks and Recreation facilities.
- b. Scope of work may include, but is not limited to bi-annual service to light athletic fields for realignment of fixtures, poles and related accessories for pre-determined seasonal sport usage. Contractor shall guarantee completion of the bi-annual work within the time specified by the City. The City shall give at least sixty (60) days notice of work to be accomplished in this phase of work. Work shall also include general maintenance and emergency service to any of the facilities on an as-needed basis, including but not limited to repair / replacement of electrical wiring, transformers, fixtures, cross arm braces, mounts, time clocks, guide wires, lamp replacement, and poles. Bucket trucks shall be able to reach at least 65 feet for work on the light poles.
- c. The City may furnish replacement parts such as fixtures, mounts, lamps, etc. However, the Contractor may be called upon to provide repair parts as required by the individual job and authorized by the Parks and Recreation Director or designee. The repair parts shall be charged to the City at Contractor's cost plus percentage established by Contractor in their bid submittal.

12. Other Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to City of Deltona buildings, facilities and locations.
- b. Scope of work may include, but is not limited to the change out of light fixtures, sensor lights, emergency light repairs, supplying electric ballast's, 24 hour on-call for electrical emergency service, minor electrical repair work and any other electrical work that may be needed throughout the City.

13. Work Orders estimated to cost more than \$25,000 will be solicited and awarded as a separate contract.

14. Any parts or materials required as per written estimate shall be paid at the Contractor's cost, plus bidded markup. A copy of the Contractor's invoice(s) from the Contractor's supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures their own parts, the Contractor shall charge the City of Deltona fair market price as provided to the Contractors most favored customer.

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

Contractor shall have all applicable licenses and insurance required to perform this work. (Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

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EXTRA WORK:

The City, without invalidating this **AGREEMENT**, may order changes in the operation within the general scope of this **AGREEMENT** consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This **may be** forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT with no penalties to the City**.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this **AGREEMENT** or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency.

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product.

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The contractor shall be responsible for their portion of payment for its own employees FICA and Social Security benefits with respect to the resulting **AGREEMENT**.

Truth in Negotiation Certificate:

Signature of the **AGREEMENT** by the vendor shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the **AGREEMENT** are accurate, complete and current as of the date of the **AGREEMENT** and no higher than those charged the contractor most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following final payment.

Severability:

If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

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REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Submittals:

All submittals are REQUIRED and must be submitted with the bid package at the time of the bid opening to be considered a responsive bidder.

Bidders shall submit a detailed statement of explanation for each item where the quoted product deviates from the Scope of Services requested in this bid. Failure to comply may be cause for rejection

- Questions regarding this bid are to be addressed in writing to:

Kate Krauss, Purchasing Manager
 2345 Providence Blvd.
 Deltona, FL 32725
 E-Mail Address: kkrauss@deltonafl.gov
 Or Fax: (386) 878-8571

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

**BID RESPONSE FORM
BID NO. 13019**

As Needed Electrical Service for City of Deltona

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The City does not pay travel time to and from the work site.

MASTER ELECTRICIAN

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

JOURNEYMAN

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

Bid # 13019 Electrical Services

HELPER

1. LABOR RATE:

STRAIGHT TIME: \$ _____ PER HOUR

STRAIGHT TIME HOURS: From: _____ A.M. To: _____ P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ _____ PER HOUR.

OVERTIME HOURS: From: _____ P.M. To: _____ A.M. Monday – Sunday

MATERIALS

MATERIALS

Shall be at Contractor's actual cost plus _____% (not to exceed 10%)

EQUIPMENT

Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead:

BUCKET TRUCK \$ _____ PER HOUR

LINE TRUCK \$ _____ PER HOUR

TRENCHER / DIGGER \$ _____ PER HOUR

OTHER (specify):

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

Bid # 13019 Electrical Services

RESPONSE TIME

RESPONSE TIME, STANDARD: _____ HOUR(S)

RESPONSE TIME, EMERGENCY: 2 HOURS

BIDDER'S ELECTRICAL CONTRACTOR'S LICENSE NUMBER:

EXPIRATION DATE: _____

(Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

This Form (pages 12, 13 and 14) Must Be Completed and Returned with your Submittal.

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

This Form Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

BIDDER INFORMATION

Bidder (Company) Name:	F. E. I. N. or SS Number:
Mailing Address:	Street Address:
City, State, Zip:	City, State, Zip:
Type of Entity: <i>(Circle one)</i> <div style="display: flex; justify-content: space-around; align-items: center;"> Corporation Partnership Proprietorship </div> <div style="text-align: center; margin-top: 10px;"> Joint Venture </div>	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i> <div style="text-align: center;"> X _____ Authorized Signature (Manual) </div>
Incorporated in the State of: _____ Year: _____	
Telephone Number: _____ (____) _____	Typed or Printed Name:
Toll Free Telephone Number: (800) _____	Title:
Fax Number: _____ (____) _____	
F.O.B.: DESTINATION	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov

This Form Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
		()	
		()	
		()	
		()	
		()	

Does Bidder have any similar work in progress at time of Bid Opening? Yes No

If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

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

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

X

 Bidder's Signature

 Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 13019 Electrical Services

Statement of No Bid
Bid No. 13019
As Needed Electrical Service for City of Deltona

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- Specifications are too "restrictive." (please explain below)
- Unable to meet specifications
- Specifications were unclear. (please explain below)
- Insufficient time to respond
- We do not offer this type of product or equivalent
- Our production schedule would not permit us to perform
- Unable to meet bond requirements
- Other (please explain below)

REMARKS:

Company Name

Telephone

X

Signature

Fax

Title

Typed or Printed Name

Address

City

State

Zip

Bid # 13019 Electrical Services

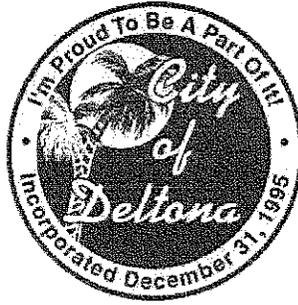
BID #13019 CITYWIDE AS NEEDED ELECTRICAL SERVICES

BID TABULATION

ELECTRICAL SOLUTIONS	CHINCHOR ELECTRIC
MASTER ELECTRICIAN	MASTER ELECTRICIAN
LABOR RATE: STRAIGHT TIME: \$40 PER HOUR OVERTIME RATE: \$55 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday	LABOR RATE: STRAIGHT TIME: \$65 PER HOUR OVERTIME RATE: \$76 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday
JOURNEYMAN	JOURNEYMAN
LABOR RATE: STRAIGHT TIME: \$25 PER HOUR OVERTIME RATE: \$35 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday In the event overtime is required, state below the rate of overtime per hour: OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday	LABOR RATE: STRAIGHT TIME: \$55 PER HOUR OVERTIME RATE: \$66 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday In the event overtime is required, state below the rate of overtime per hour: OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday
HELPER	HELPER
LABOR RATE: STRAIGHT TIME: \$20 PER HOUR OVERTIME RATE: \$30 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday In the event overtime is required, state below the rate of overtime per hour: OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday	LABOR RATE: STRAIGHT TIME: \$48 PER HOUR OVERTIME RATE: \$56 PER HOUR STRAIGHT TIME HOURS: From: 7:00 A.M. To 5:00 P.M. Monday – Friday In the event overtime is required, state below the rate of overtime per hour: OVERTIME HOURS: From: 5:00 P.M. To 7:00 A.M. Monday – Sunday
MATERIALS	MATERIALS
MATERIALS Shall be at Contractor's actual cost plus 10% (not to exceed 10%)	MATERIALS Shall be at Contractor's actual cost plus 8% (not to exceed 10%)

**BID #13019 CITYWIDE AS NEEDED ELECTRICAL SERVICES
BID TABULATION**

EQUIPMENT	EQUIPMENT
<p>Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead:</p>	<p>Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead:</p>
<p>BUCKET TRUCK \$75/HOUR LINE TRUCK \$50/HOUR TRENCHER / DIGGER \$50</p> <p>OTHER (specify):</p>	<p>BUCKET TRUCK \$65/HOUR LINE TRUCK \$65/HOUR TRENCHER / DIGGER \$55/HOUR</p> <p>OTHER (specify): Crane truck \$125/hour</p>
RESPONSE TIME	RESPONSE TIME
<p>RESPONSE TIME, STANDARD: 4 HOUR(S)</p> <p>RESPONSE TIME, EMERGENCY: <u>2</u> HOURS</p>	<p>RESPONSE TIME, STANDARD: 2 HOUR(S)</p> <p>RESPONSE TIME, EMERGENCY: <u>2</u> HOURS</p>



**ADDENDUM #1 TO BID # 13019
AS NEEDED ELECTRICAL SERVICES
August 12, 2013**

This addendum is to correct the bid due date.

Bids are due no later than Thursday, August 29, 2013 at 2:30 p.m.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Electrical Solutions

NAME OF BUSINESS

BY: Danyel Hoskins 8/26/13
SIGNATURE/DATE

Danyel Hoskins

NAME & TITLE, TYPED OR PRINTED

281 C Street

MAILING ADDRESS

Orange City, FL 32763

CITY, STATE, ZIP CODE

(386) 789-2672

AREA CODE AND TELEPHONE NUMBER

**RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT**

**BID RESPONSE FORM
BID NO. 13019**

As Needed Electrical Service for City of Deltona

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED Hourly rates shall include all applicable charges. The City does not pay travel time to and from the work site.

MASTER ELECTRICIAN

1. LABOR RATE:

STRAIGHT TIME: \$ **40.00** PER HOUR

STRAIGHT TIME HOURS: From: **7** A.M. To: **5** P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ **55.00** PER HOUR

OVERTIME HOURS: From: **5** P.M. To: **7** A.M. Monday – Sunday

JOURNEYMAN

1. LABOR RATE:

STRAIGHT TIME: \$ **25.00** PER HOUR

STRAIGHT TIME HOURS: From: **7** A.M. To: **5** P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ **35.00** PER HOUR

OVERTIME HOURS: From: **5** P.M. To: **7** A.M. Monday – Sunday

Bid # 13019 Electrical Services

HELPER

1 LABOR RATE:

STRAIGHT TIME: \$ **20.00** PER HOURSTRAIGHT TIME HOURS: From: **7** A.M. To: **5** P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2 LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ **30.00** PER HOUROVERTIME HOURS: From: **5** P.M. To: **7** A.M. Monday – Sunday

MATERIALS

MATERIALS

Shall be at Contractor's actual cost plus **10** % (not to exceed 10%)

EQUIPMENT

Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead.

BUCKET TRUCK \$ **75.00** PER HOURLINE TRUCK \$ **50.00** PER HOURTRENCHER / DIGGER \$ **50.00** PER HOUR

OTHER (specify):

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

Bid # 13019 Electrical Services

RESPONSE TIME

RESPONSE TIME, STANDARD: 4 HOUR(S)

RESPONSE TIME, EMERGENCY: 2 HOURS

BIDDER'S ELECTRICAL CONTRACTOR'S LICENSE NUMBER:

ER13012560

EXPIRATION DATE: 08/2014

(Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept of Business and Professional Regulation License required with bid submittal)

This Form (pages 12, 13 and 14) Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

AC# 6136644

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12052200802

DATE	BATCH NUMBER	LICENSE NBR
05/22/2012	118188193	ER13012560

The ELECTRICAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HOSKINS, MATIZE DEMOND
MDH ENTERPRISES INC DBA ELECTRICAL SOLUTIONS
281 EAST C ST
ORANGE CITY FL 32763

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

HOLD HARMLESS AND INDEMNITY AGREEMENT

Electrical Solutions _____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


CONTRACTOR

8/26/13
DATE

This Form Must Be Completed and Returned with your Submittal.

BIDDER INFORMATION

Bid # 13019 Electrical Services

Bidder (Company) Name: MDH Enterprises, Inc. d.b.a Electrical Solutions	F. E. I. N. or SS Number: 55-0849332
Mailing Address: 281 C Street	Street Address: 281 C Street
City, State, Zip: Orange City, FL 32763	City, State, Zip: Orange City, FL 32763
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship <input type="radio"/> Joint Venture	I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder X <u>Danyel Hoskins</u> Authorized Signature (Manual)
Incorporated in the State of: Florida Year: 2003	
Telephone Number: (386) 789 - 2672	Typed or Printed Name: Danyel Hoskins
Toll Free Telephone Number: (800)	Title: Owner
Fax Number: (866) 681-5026	
F.O.B.: DESTINATION	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid. Any questions regarding this bid should be addressed to Kate Krauss, City of Deltona Purchasing by facsimile transmission to (386) 878-8571 or email at kkrauss@deltonafl.gov

This Form Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
City of Deltona	Steve Moore	(386) 878 - 8902 (386) 878 - 8901	As Needed Electrical Services
Eastern Florida State College	Andy Calmer	(321) 917 - 5470 (321) 433 - 7032	As Needed Electrical Services
Florida State Parks	Brian Polk	(386) 804 - 4003 (386) 985 - 2014	As Needed Electrical Services

Does Bidder have any similar work in progress at time of Bid Opening? Yes No

If "Yes", explain:

We Currently provide "as needed electrical services" for the above listed customers

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Electrical Solutions does:
 (Name of Business)

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

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

x *Danyel Hookins*
 Bidder's Signature

8-26-13
 Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 13019 Electrical Services

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 13019 FOR:</p> <p>AS NEEDED ELECTRICAL SERVICES FOR THE CITY OF DELTONA</p>
<p><u>Contact:</u></p> <p>Kate Krauss, CPPO, CPPB, SPSM Purchasing Manager</p> <p>Phone: (386) 878-8570 Fax: (386) 878-8571</p> <p>EMAIL QUESTIONS TO: E-Mail Address: kkrauss@deltonafl.gov</p>	<p>BIDDER NAME: <u>Chinchor Electric Inc</u></p> <hr/> <hr/>
<p><u>BID DUE DATE & TIME:</u></p> <p>THURSDAY, AUGUST 28, 2013 AT 2:30 AT CITY HALL, 2ND FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA</p>	<p>MAILING ADDRESS: _____</p> <p><u>P.O. Box 4311, Enterprise, FL 32725</u></p> <hr/> <hr/>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>386-774-1020</u></p> <p>Fax#: <u>386-774-7223</u></p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

Bid # 13019 Electrical Services

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

Bid # 13019 Electrical Services

Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Contracts resulting from this Invitation for Bid will run for an initial period of three (3) years, renewable for two additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given

Bid # 13019 Electrical Services

before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendums are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

Bid # 13019 Electrical Services

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate a portion of the bid, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item

to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND

HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall

require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid # 13019 Electrical Services

SCOPE OF WORK

Bid No. 13019

As Needed Electrical Service for City of Deltona

1. The City of Deltona is seeking an Electrical Contractor, who is certified and registered with the Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation, authorized to provide electrical repair and troubleshooting services on an as needed basis in accordance with departmental specifications and the NEC (National Electric Code) and all other applicable code requirements. Effective date for this contract is October 1, 2013. Terms of the agreement shall be for three (3) years with the option to renew for two (2) additional one year periods.
2. Contractor(s) shall have electricians available on a 24 hour day call basis. The response time for emergency service, as reported by the City of Deltona, shall be within two (2) hours. All others shall be within four (4) hours, unless otherwise agreed to between the City and the Contractor. Emergency requests are of extreme importance as the emergency may directly affect the welfare of the citizens of the City of Deltona. Due to the extreme nature of unforeseen emergencies, the City of Deltona requires that the Contractor maintain an office with adequate resources within fifty (50) miles of the City of Deltona, to ensure the time requirements for emergency response can be achieved. Time is of the essence in the performance of this work. Therefore, if the Contractor does not respond in a timely manner according to the response time documented on the bid form, the City may, at its option, perform the work and charge the Contractor accordingly or have the work completed by others.
3. Contractor shall be required to obtain any and all permits, which may be required to facilitate the requirements of these specifications.
4. Contractor may be required to maintain an inventory of parts and equipment that may be needed to facilitate emergency repairs at various City of Deltona facilities.
5. Contractor shall provide written repair estimates for all repairs or emergency repairs as may be required. Estimates shall be based on time and material charges outlined in their bid submittal. Contractor shall inform the City representative of the repair estimate and obtain authorization to proceed.
6. All work orders shall be signed, dated and acknowledged by the City of Deltona representative.
7. Should the Contractor respond to a service call and cannot perform the work due to the lack of parts and equipment, the City of Deltona will not be billed for service / emergency call.
8. Contractor shall guarantee all new work for one (1) year.
9. Contractor shall dispose of all light fixtures / lamps that are replaced, including fluorescent, HID lamps, Mercury Vapor, High Pressure Sodium, etc.
10. The resulting service contract will be awarded to one firm as the primary Contractor and a secondary back-up Contractor may also be selected.

Bid # 13019 Electrical Services

11. Parks and Recreation Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to our athletic fields; parking lot lighting installations and hard surface areas (such as tennis courts and basketball courts); make repairs or upgrade / renovate light systems, scoreboards, new electric service and related electrical work at any Parks and Recreation facilities.
- b. Scope of work may include, but is not limited to bi-annual service to light athletic fields for realignment of fixtures, poles and related accessories for pre-determined seasonal sport usage. Contractor shall guarantee completion of the bi-annual work within the time specified by the City. The City shall give at least sixty (60) days notice of work to be accomplished in this phase of work. Work shall also include general maintenance and emergency service to any of the facilities on an as-needed basis, including but not limited to repair / replacement of electrical wiring, transformers, fixtures, cross arm braces, mounts, time clocks, guide wires, lamp replacement, and poles. Bucket trucks shall be able to reach at least 65 feet for work on the light poles.
- c. The City may furnish replacement parts such as fixtures, mounts, lamps, etc. However, the Contractor may be called upon to provide repair parts as required by the individual job and authorized by the Parks and Recreation Director or designee. The repair parts shall be charged to the City at Contractor's cost plus percentage established by Contractor in their bid submittal.

12. Other Department Projects:

- a. Furnish all labor, equipment, permits and fees to provide electrical repair services to City of Deltona buildings, facilities and locations.
- b. Scope of work may include, but is not limited to the change out of light fixtures, sensor lights, emergency light repairs, supplying electric ballast's, 24 hour on-call for electrical emergency service, minor electrical repair work and any other electrical work that may be needed throughout the City.

13. Work Orders estimated to cost more than \$25,000 will be solicited and awarded as a separate contract

14. Any parts or materials required as per written estimate shall be paid at the Contractor's cost, plus bidded markup. A copy of the Contractor's invoice(s) from the Contractor's supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures their own parts, the Contractor shall charge the City of Deltona fair market price as provided to the Contractors most favored customer.

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

Contractor shall have all applicable licenses and insurance required to perform this work. (Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will be at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

Bid # 13019 Electrical Services

EXTRA WORK:

The City, without invalidating this **AGREEMENT**, may order changes in the operation within the general scope of this **AGREEMENT** consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the **AGREEMENT** may be authorized by a written Change Order to the **AGREEMENT** and may be executed under the applicable conditions of the **AGREEMENT**. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This may be forwarded to the City Manager, if necessary, for approval or rejection

Cancel Agreement:

The City has the right to cancel this **AGREEMENT** for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the **AGREEMENT**.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the **AGREEMENT** on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this **AGREEMENT**, fail to keep and perform or shall violate any of the terms, covenants and conditions of this **AGREEMENT**, then the City has the right to terminate this **AGREEMENT with no penalties to the City**.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this **AGREEMENT** shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this **AGREEMENT**

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this **AGREEMENT** or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product

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The contractor shall be responsible for their portion of payment for its own employees FICA and Social Security benefits with respect to the resulting **AGREEMENT**.

Truth in Negotiation Certificate:

Signature of the **AGREEMENT** by the vendor shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the **AGREEMENT** are accurate, complete and current as of the date of the **AGREEMENT** and no higher than those charged the contractor most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following final payment.

Severability:

If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Submittals:

All submittals are **REQUIRED** and must be submitted with the bid package at the time of the bid opening to be considered a responsive bidder.

Bidders shall submit a detailed statement of explanation for each item where the quoted product deviates from the Scope of Services requested in this bid. Failure to comply may be cause for rejection

- Questions regarding this bid are to be addressed in writing to:

Kate Krauss, Purchasing Manager
 2345 Providence Blvd.
 Deltona, FL 32725
 E-Mail Address: kkrauss@deltonafl.gov
 Or Fax: (386) 878-8571

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

**BID RESPONSE FORM
BID NO. 13019**

As Needed Electrical Service for City of Deltona

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The City does not pay travel time to and from the work site.

MASTER ELECTRICIAN

1. LABOR RATE:

STRAIGHT TIME: \$ 65.00 PER HOUR

STRAIGHT TIME HOURS: From: 7 A.M. To: 5 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 76.00 PER HOUR.

OVERTIME HOURS: From: 5 P.M. To: 7 A.M. Monday – Sunday

JOURNEYMAN

1. LABOR RATE:

STRAIGHT TIME: \$ 55.00 PER HOUR

STRAIGHT TIME HOURS: From: 7 A.M. To: 5 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 66.00 PER HOUR

OVERTIME HOURS: From: 5 P.M. To: 7 A.M. Monday – Sunday

Bid # 13019 Electrical Services

HELPER

1. LABOR RATE:

STRAIGHT TIME: \$ 48.00 PER HOUR

STRAIGHT TIME HOURS: From: 7 A.M To: 5 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 56.00 PER HOUR.

OVERTIME HOURS: From: 5 P.M. To: 7 A.M. Monday – Sunday

MATERIALS

MATERIALS

Shall be at Contractor's actual cost plus 8 % (not to exceed 10%)

EQUIPMENT

Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc., shall be included in the base labor rate as overhead:

BUCKET TRUCK \$ 65.00 PER HOUR

LINE TRUCK \$ 65.00 PER HOUR

TRENCHER / DIGGER \$ 55.00 PER HOUR

OTHER (specify):

Crane Truck \$ 125.00 PER HOUR

_____ \$ _____ PER HOUR

_____ \$ _____ PER HOUR

RESPONSE TIMERESPONSE TIME, STANDARD: 2 HOUR(S)RESPONSE TIME, EMERGENCY: 2 HOURS

BIDDER'S ELECTRICAL CONTRACTOR'S LICENSE NUMBER:EC0002457 & EC13004865EXPIRATION DATE: 8/31/2014

(Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)

This Form (pages 12, 13 and 14) Must Be Completed and Returned with your Submittal.

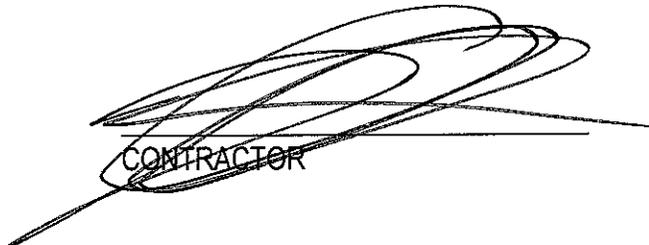
HOLD HARMLESS AND INDEMNITY AGREEMENT

Chinchor Electric Inc., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement


CONTRACTOR

08/27/13
DATE

This Form Must Be Completed and Returned with your Submittal.

Bid # 13019 Electrical Services

References

Chinchor Electric, Inc.

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Volusia Co FL	Chris Woodham	(386) 527-0406 ()	As needed Electrical services for County Leachate Systems
City of Altamonte Springs	Tracy Mullins	(407) 571-8629 ()	As needed Electrical Industrial Services
City of Cocoa Beach	Darby Blanchard	(321) 868-3243 ()	Cocoa Beach WWTP Plant-wide Electrical upgrades

Does Bidder have any similar work in progress at time of Bid Opening? Yes No

If "Yes", explain:

Chinchor Electric Inc. has numerous Industrial, Commercial and Signalization projects under construction. Chinchor Electric also has "as Needed" Contracts with various Cities & Counties.

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

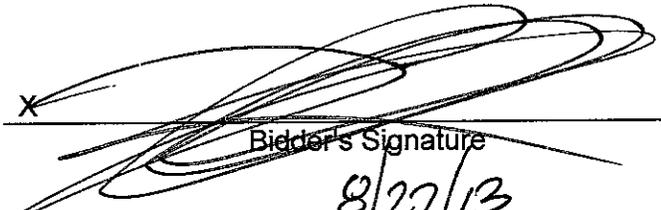
DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Chinchor Electric, Inc. does:
(Name of Business)

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

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

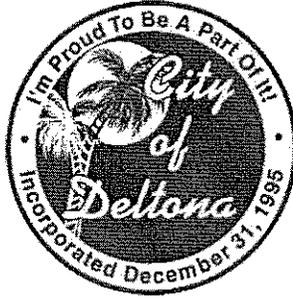


 Bidder's Signature
 8/27/13

 Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid # 13019 Electrical Services



**ADDENDUM #1 TO BID # 13019
AS NEEDED ELECTRICAL SERVICES
August 12, 2013**

This addendum is to correct the bid due date.

Bids are due no later than Thursday, August 29, 2013 at 2:30 p.m.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Chinchor Electric, Inc.

NAME OF BUSINESS

BY:

[Signature]
SIGNATURE/DATE

Timothy I. Chinchor, Vice Pres.

NAME & TITLE, TYPED OR PRINTED

P.O. Box 4311

MAILING ADDRESS

Enterprise, FL 32725

CITY, STATE, ZIP CODE

(386) 774-1020

AREA CODE AND TELEPHONE NUMBER

**RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT**

**City of Deltona
Purchasing Division**

Memo

To: Steve Moore
From: Kate Krauss
Date: August 29, 2013
Re: Bid #13019 Electrical Services

Two bids were received for Electrical Services. Please review the bids received along with the bid tabulation. The low bid was received from Electrical Solutions.

Once you have reviewed the bids and made your recommendation, please write the company chosen below, sign and return to me to do an agenda memo for the second September meeting.

Thank you.

APPROVAL OF AWARD TO Electrical Solutions
Steve Moore _____ 8/30/13
 Director Date



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - E
SUBJECT: Request for consideration for renewal of Halifax Humane Society Contract.

LOCATION:

N/A

BACKGROUND:

The Building and Enforcement Services Department utilizes Halifax Humane Society to house, care for and provide the humane disposition of impounded animals. Currently, there are only two humane societies that accept stray animals in Volusia County. Halifax Humane Society is one of the facilities that we utilize on an as needed basis. There are no other known facilities who can perform or provide this service.

There is no increase in fees this year.

ORIGINATING DEPARTMENT:

Enforcement Services

SOURCE OF FUNDS:

Animal Kennel Fees

COST:

\$120,000.00

REVIEWED BY:

City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Dale Baker, Building and Enforcement Services Director - Request is being made to purchase the services of housing, care and the humane disposition of impounded animals from Halifax Humane Society for an additional year from October 1, 2013 through September 30, 2014.

POTENTIAL MOTION:

"I move to renew the contract for services between Halifax Humane Society and the City of Deltona as specified for an

additional year from October 1, 2013 through September 30, 2014."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- 2013-2014 Halifax Contract

**AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Deltona**

This Services Agreement (“Agreement”) is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 (“Humane Society”), and the **City of Deltona**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Deltona and the laws of the State of Florida with respect to stray animals, the City of Deltona desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2013, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2014 and October 1, 2014.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter (“Shelter”) in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Deltona, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society’s sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.
 - (b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Deltona’s law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Deltona for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter’s normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Deltona delivers an animal to the Shelter for impoundment and such animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Deltona's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of Deltona pursuant to Paragraph 3(b), as applicable, for:
- (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Deltona's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Deltona and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Deltona.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Deltona agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (Stray)	
1st day of impoundment	\$45.00
2nd day of impoundment	\$20.00
3rd day of impoundment	\$20.00
Other domesticated animal (Stray)	\$35.00
Livestock animal (Stray)	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$150.00 (or \$15.00pd) (10 day maximum stay)
Confiscated animal	\$45.00 for the 1st day of impoundment plus \$20.00 for each additional day of impoundment

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Deltona within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Deltona has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.
- (d) The Humane Society will submit to the City of Deltona, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Deltona's account for animals that were not impounded by a City of Deltona Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of Deltona shall be credited to the extent any such fees or charges are paid.
4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation

and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Deltona shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as “confiscated” only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Deltona shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in “confiscated” animals being deemed “stray” animals, at which point care of the animal will be charged to the City of Deltona at the default “stray” rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Deltona’s animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian’s office of the seizing agent’s or owner’s choice. Otherwise, the Humane Society will quarantine all dogs that the City of Deltona’s animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Deltona shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Deltona may request that euthanasia be performed by the Humane Society when it is the City of Deltona’s belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner’s expense. The Humane Society will accept any such animals that are seized or taken by the City of Deltona. The City of Deltona shall pay the applicable charges for such service (*i.e.*, “Confiscated Animal”) pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Deltona as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Deltona.

As the impounding agency, if the City of Deltona chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Deltona may submit the animal to the Humane Society as a “stray,” in which case the animal will be held for three (3) days prior to disposition. The City of Deltona agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Deltona’s decision to submit the animal as a “stray.” The City of

Deltona shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Deltona fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Deltona. If the Humane Society exercises this option, it will provide the City of Deltona with thirty (30) days written notice of its decision to terminate the Agreement. The City of Deltona will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Deltona.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Deltona of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Deltona expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Deltona 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 City of Deltona for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Deltona, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. **PUBLIC RECORDS:** The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a “public record” as defined in Chapter 119, Florida Statutes (“Public Records Act”). With respect to such public records, the Humane Society acknowledges that the City of Deltona and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Deltona agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Deltona of any public records request it receives concerning the City of Deltona or matters relating to the services provided under this Agreement. If the City of Deltona or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Deltona upon request and at no charge or penalty to the City of Deltona and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Deltona shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Deltona from seeking any other appropriate cause of action against or remedy from the Humane

Society, whether in law or in equity, in the City of Deltona's enforcement of the requirements of this section.

The

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Deltona have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Deltona, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

CITY OF DELTONA

By: _____

By: _____

Name: Miguel Abi-hassan

Name: John C. Masiarczyk, Sr.

Title: Chief Executive Officer

Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: Michelle Pari

Name: William (Dave) Denny

Title: Chief Operating Officer

Title: City Manager

Date: _____

Date: _____



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - F
SUBJECT: Request for consideration for renewal of South East Volusia Humane Society Contract.

LOCATION:	N/A
BACKGROUND:	<p>The Building and Enforcement Services Department utilizes South East Volusia Humane Society to house, care for and provide the humane disposition of impounded animals. Currently, there are only two humane societies that accept stray animals in Volusia County. South East Volusia Humane Society is one of the facilities that we utilize on an as needed basis. There are no other known facilities who can perform or provide this service.</p> <p>There is no increase in fees this year.</p>
ORIGINATING DEPARTMENT:	Enforcement Services
SOURCE OF FUNDS:	Animal Kennel Fees
COST:	\$20,000.00
REVIEWED BY:	City Attorney
STAFF RECOMMENDATION PRESENTED BY:	Dale Baker, Building and Enforcement Services Director - Request is being made to purchase the services of housing, care and the humane disposition of impounded animals from South East Volusia Humane Society for an additional year from October 1, 2013 through September 30, 2014.
POTENTIAL MOTION:	"I move to renew the contract for services between South

East Volusia Humane Society and the City of Deltona as specified for an additional year from October 1, 2013 through September 30, 2014."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- 2013-2014 S.E. Volusia Humane Society Contract

CONTRACT FOR SERVICE BETWEEN
SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND
THE CITY OF DELTONA, FLORIDA

THIS AGREEMENT made this day of "October" 1st, 20 13
by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY INC.
a Florida non-profit corporation, hereinafter referred to
as "Humane Society" and the CITY OF DELTONA,
a Florida municipal corporation, hereinafter referred
to as the "CITY".

WHEREAS, in order to enforce the laws of the State of Florida,
the City desires to deliver stray
animals to the Humane Society for the
humane impoundment and humane disposition of said animals;
and

WHEREAS, the Humane Society is organized for the purpose,
among others, of preventing cruelty to animals and is interested
in assuring that impounded animals are sheltered in a humane
manner and those which must be destroyed, be so destroyed in a
humane manner.

NOW, THEREFORE, for and in consideration of the mutual
covenants, conditions and provisions herein contained,
it is expressly agreed and understood as follows:

1. TERM: This Service Agreement shall take effect on the 1st
day of October, 20 13 and shall remain in full
force and effect for a twelve (12) month period ending on
the 30th day of September, 20 14.

2. ANIMAL SHELTER

(a) The Humane Society will maintain and operate an animal
shelter in a manner adequate for confinement, remedial
treatment and disposal of stray or abandoned dog and cats
which may be delivered to it from all areas
within the CITY, and will furnish
at its sole expense all supervision, labor, animal food, tools
supplies and other things necessary for the satisfactory
performance of the service herein agreed to be provided.
Remedial care shall be provided and will be at the sole discretion of the
shelter's staff and Board of Directors.

The animal shelter shall be operated at 1200 S. Glencoe Road
New Smyrna Beach, Florida.

Operating hours of 10:00 am to 4:00 pm on Monday, Friday,
and Saturday. 10:00 am to 5:00 pm, Tuesday and Thursday.

Closed on Wednesdays, Sundays and major holidays.

The CITY will be notified by letter, fax, phone or e-mail
if any changes in hours or days of operation are changed.

(b) The Humane Society will provide means to accept all stray, or abandoned, dogs and cats and other domesticated animals delivered to the shelter by Police or Animal Control Officers or other designated officers appointed for this purpose.

The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and present home and post office addresses and to identify the place where the animals involved were located or picked up.

(c) When an animal is delivered to the shelter for impoundment and when the animal bears identification tag indicating ownership of the animal, the Humane Society within one (1) working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal- provided however, that any animal suspected of rabies or has bitten or otherwise exposed any person, shall not be released to its owner for at least a ten (10) day impoundment period without the express approval of the City Health Department through its authorized representatives. (see #4).

When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the City's expense for a period not to exceed 72 hours.

If the owner has not retrieved the animal, the Humane Society shall thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

(d) The Humane Society agrees to cooperate with the designated Animal Control Dept. in enforcement and implementation of CITY/CITY Ordinances and to implement such rules and regulations as shall further the enforcement and implementation thereof.

(e) The Humane Society will at its discretion, humanely euthanize any animal thought to be suffering because of illness or injury, or any animal determined to have a contagious condition that could effect the health of other animals in the facility.

(f) Stray or abandoned animals will be held for a period of at least 3 open days, and all animals bearing identification will be held for a period of at least 5 open days before being evaluated for adoption, rescue, or euthanasia – unless the above (e) applies.

3. In consideration of the agreements and undertakings to be performed by the Humane Society, the CITY agrees to pay the Humane Society monthly, in arrears, the sum of \$85.00 per animal brought to the Humane Society for:

(a) any stray dog or cat or domesticated animal received from either the police or Animal Control Officers, or

(b) any stray dog or cat or domesticated animal emanating Within the CITY AND DELIVERED TO THE Humane Society by a Private citizen.

OR,

any stray dog or cat or domesticated animal received in the Humane Society's holding cages before or after operating hours that has sufficient information left with it describing the animal As originating from the CITY.

4. The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility and shall cause to have removed and make available to the CITY Health Department Officer for laboratory examinations, the head of any such animal which becomes ill or dies while under confinement for such reasons. Decapitation of rabies specimen animals will be the responsibility of the CITY.

5. The city agrees to hold harmless the Humane Society from any claims, suits or judgments arising from the apprehension, impoundment, adoption, or destruction (euthanasia) of any animal.

6. Impound of stray animals requiring quarantine will be charged at a rate of \$150.00 for a 10 day maximum. All charges to be paid by the CITY.

7. Confiscated animal under Florida State Statute 828; The Humane Society will agree to accept confiscated animals As strays or accept said animals as "confiscated" only when The provisions are met (i.e. petition the Court for hearing) that comply under Fl Statute #828.073. Such Impoundment will be charged at a rate of \$65.00 for the first day plus \$25.00 each additional day thereafter. All charges are to be paid by the CITY.

The appropriate paper work must be submitted by the seizing agent to the Humane Society within (3) business days (Mon.-Fri.).

8. Dangerous Dog provision;

As per FI Statute #767.12 & 767.13

It will be the sole responsibility of the animal control authority within each CITY to determine a dog dangerous and to submit the necessary paperwork described in each Statute. If determined necessary, the animal may be quarantined for ten (10) business days at a bonafide boarding kennel or Veterinarian's office, at the seizing agents' or owner's choice. The Humane Society will quarantine a stray animal determined dangerous by the animal control authority and impoundment will be charged at the rate of \$85.00 for the first 3 days and \$17.00 per day thereafter. All charges will be paid by the CITY.

If at the end of the impoundment period, and if the owner is not known, the CITY may request that euthanasia be preformed by the Humane Society when the animals pose a threat to public safety.

9. There will be a \$50.00 fee for any animal delivered for euthanasia. To be paid by the CITY.

10. Owners in custody/deceased/or hospitalized:

All animals whose owners are in police custody, deceased, or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any of the above mentioned animals and impoundment will be charged at the rate of \$85.00 plus \$17.00 per day the animal is impounded. All charges to be paid by the CITY.

11. Confiscated animals due to owner eviction:

Animals seized as a result of owner eviction shall be held for the period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. upon receipt, the owner shall be afforded an additional 3 days to reclaim his/her animal(s), and if reclaimed shall be responsible for all charge. If not reclaimed by the owner, all charges shall be paid by the CITY at the rate of \$85.00 per animal for the first 3 days plus \$17.00 each additional day thereafter.

(a) If the CITY chooses not to have the Humane Society holds the animal for the certified mail period, The animal may be submitted as a "stray", and also agrees to Indemnify the Humane Society if this option is chosen.

12. Owned animals surrendered by owners:

Animals surrendered to officers by their owners guardians or care givers which are subsequently delivered to the Humane Society shall incur a cost of \$85.00 per animal to be paid by the CITY.

13. LIVESTOCK (FARM ANIMALS): The Humane Society will NOT accept any livestock or farm animals, as it does not have the facilities to house such animals.

14. The Humane Society shall collect from the owner all cost for which the CITY is liable for each animal claimed by its owner and credit the City's account for monies so collected.

In addition, no such animals shall be returned to its owner until all cost have been collected from the owner by the Humane Society.

(a) The CITY will supply the Humane Society with the necessary paper forms to document the return of animals to their owners/caregivers.

15. The Humane Society will attempt to submit with its monthly statement, the pick up address of all stray animals charged to the City's account not impounded by the Animal Control/Police Officer and the names and addresses of all persons claiming a stray animal.

16. Both parties will provide each other with at least 30 days advance written notice of any proposed agreement changes to this agreement.

IN WITNESS WHEREOF,
The SOUTHEAST VOLUSIA HUMANE SOCIETY and
The CITY of DELTONA,
have executed this Service Agreement in any number of
counter part copies, each of which shall serve as
an original, effective on the date and year set forth above.

SOUTHEAST VOLUSIA HUMANE SOCIETY, INC. WITNESSES

Reba Laube Date 9-7-2013
BOARD PRESIDENT - S.E.V.H.S.

Date _____
WITNESS

Date _____
CITY OF DELTONA

Date _____
WITNESS



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - G
SUBJECT: Request for approval of 2013-2014 Law Enforcement Services Agreement.

LOCATION:

N/A

BACKGROUND:

This Amendment is to authorize the County of Volusia to continue to provide law enforcement services and equipment to the City of Deltona for fiscal year 2013-2014, for the sum of \$9,594,958.00. The amended price allows for an increase of \$325,658.00 or 3.4% from the current 2012-2013 fiscal year's cost of \$9,269,300.00.

The Agreement continues to provide the City of Deltona with 76 sworn personnel inclusive of supervisors as full staffing, and three (3) unsworn office workers.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

General Fund

COST:

N/A

REVIEWED BY:

City Attorney, Finance Director

STAFF RECOMMENDATION PRESENTED BY:

William D. Denny, Acting City Manager - To consider authorization for the Mayor and Acting City Manager to execute the Law Enforcement Services Agreement for fiscal year 2013-2014, at a cost of \$9,594,958.00.

POTENTIAL MOTION:

"I move to authorize the Mayor and Acting City Manager to execute the Law Enforcement Services Agreement for fiscal year 2013-2014 in the amount of \$9,594,958.00."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Amendment to Agreement
- Original Agreement

**FIRST AMENDMENT TO
COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT SERVICES TO THE
CITY OF DELTONA, FLORIDA**

WHEREAS, the County of Volusia, hereinafter referenced as COUNTY, and the City of Deltona, hereinafter referenced as CITY, are parties to the *Interlocal Agreement For Provision of Law Enforcement Services To The City of Deltona, Florida*, with the effective date for the initial year of the 1st day of October, 2012 (hereinafter referenced as Interlocal Agreement), and

WHEREAS, the Interlocal Agreement provides for modification of the annual compensation rate;

NOW THEREFORE, it is agreed between the County of Volusia and the City of Deltona to amend the aforescribed Interlocal Agreement by modifying Section 13. **COMPENSATION and LEVEL OF SERVICE**, so that the section shall read as follows:

13. **COMPENSATION and LEVEL OF SERVICE.** CITY shall pay COUNTY the sum of NINE MILLION, FIVE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED FIFTY-EIGHT AND NO ONE-HUNDREDTHS (\$9,594,958.00) DOLLARS for the foregoing law enforcement services for FY13-14, in accordance with CITY's adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Commission for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, that Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13

and remit to CITY any monies paid by CITY in excess of actual costs incurred by COUNTY no later than **December 31, 2014**, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than **December 31, 2014**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

This Amendment is incorporated into the Interlocal Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Interlocal Agreement, the provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties to this First Amendment to County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Oak Hill, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: James T. Dinneen
Title: County Manager
Dated: _____

By: _____
Name: Jason P. Davis
Title: County Chair
Dated: _____

By: _____
Name: Ben F. Johnson
Title: Sheriff
Dated: _____

ATTEST:

CITY OF DELTONA

By: _____
Name: Joyce Kent
Title: City Clerk
Dated: _____

By: _____
Name: John C. Masiarczyk
Title: Mayor
Dated: _____

By: _____
City Manager

**COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT SERVICES TO THE CITY OF
DELTONA, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as COUNTY, and the City of Deltona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter referred to as CITY.

RECITALS

1. The COUNTY is authorized by 125.01(p), Florida Statutes, to "...enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions."
2. Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter "...into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers.*" The parties *expressly deny* any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. 163.01(2), Florida Statutes.
4. Pursuant to 768.28(18), Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of the CITY, after evaluation of options for the provision to its residents of the municipal law enforcement services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for such services, which services will be performed by COUNTY personnel, but under the managerial direction of the City Commission and the City Manager in accordance with the terms of this Agreement.
6. COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and COUNTY is willing to provide such services to CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

7. The foregoing recitals are hereby adopted as a material part of this Agreement.
8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* law enforcement services and equipment to the CITY (hereafter, the Contract Services), at the level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.
9. **VOLUSIA COUNTY SHERIFF.** COUNTY shall provide the Contract Services through the Volusia County Sheriff (hereafter, Sheriff) who shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation, and implementation of this Agreement.
10. **ENFORCEMENT OF LAWS.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, federal laws, COUNTY ordinances applicable within the CITY, as well as the ordinances of the CITY.
11. **SCOPE OF SERVICE.** COUNTY shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Staffing levels shall provide for a total of seventy-six (76) sworn personnel including supervisors, as full staffing plus three (3) unsworn office workers. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts. Office personnel shall staff a substation located within the municipal boundaries, said substation to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriffs Office, county-wide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted full staffing. The minimum staffing level will be full staffing. Every attempt within reason will be made to insure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this contract.

Nevertheless, the parties understood that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the COUNTY shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the COUNTY.

12. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are a *municipal* level of services. Such Contract Services shall be provided by COUNTY resources *distinct from* the level

of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, County Services), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein, the County Services shall continue to be funded directly from COUNTY general funds revenues.

13. **COMPENSATION and LEVEL OF SERVICE.** CITY shall pay COUNTY the sum of NINE MILLION, TWO HUNDRED FORTY-NINE THOUSAND, THREE HUNDRED AND NO ONE-HUNDREDTHS (\$9,249,300.00) DOLLARS for the foregoing law enforcement services for **FY12-13** in accordance with CITY'S adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Commission for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24 that Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies paid by CITY in excess of actual costs incurred by COUNTY no later than **December 31, 2013**, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than **December 31, 2013**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

14. **DEPUTY EQUIPMENT/SUBSTATION FACILITIES.** The Sheriff shall provide each deputy who provides Contract Services with a patrol automobile and all other necessary and appropriate equipment, which equipment shall at all times remain the property of the COUNTY. Deputies providing Contract Services shall operate out of a substation facility located within the municipal boundaries of the CITY, and provided for by the CITY. All furniture and equipment located within the substation and provided by the Sheriff shall at all times remain the property of the COUNTY. Any improvements made to the CITY'S substation facility by the Sheriff shall become the property of the CITY.

15. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** During the term of this Agreement the CITY shall have the continuing right and authority to manage and direct, in general terms, the provision of the Contract Services, as outlined in this Agreement, including the deployment of personnel and equipment. However, where specific professional standards are applicable to the actual implementation of such forces, the Sheriff's designated officer in charge (OIC) of the assigned personnel, or his or her designee, shall have the authority for decision making within that realm. The Sheriff or the

OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein.

16. **LIAISON.** A close liaison shall be maintained between the CITY and the Sheriff. The Sheriff agrees to make available to the City Manager a specified member or members of his command staff who shall be available at reasonable times to act as liaison between the CITY and the Sheriff. The City Manager and the Sheriff, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement.

17. **AUTHORITY TO ACT.** CITY hereby vests in each sworn deputy of the Sheriff, who from time to time may be assigned to CITY under this Agreement, to the extent allowed by law, all law enforcement powers and jurisdiction of the CITY which are necessary to implement and carry out the Contract Services, for the limited purpose of giving official and lawful status and validity to the performance thereof by sworn deputies. Every sworn deputy of the Sheriff, designated by the Sheriff to provide Contract Services and actually engage in the performance of the Contract Services shall be deemed to be a sworn officer of the CITY. Accordingly, such sworn deputies of the Sheriff are hereby vested with the power to enforce the ordinances of the CITY, to make arrests and searches in accordance with the law, and to perform all other law enforcement functions incidental and necessary to the performance of the Contract Services.

18. **PERSONNEL MATTERS.** All COUNTY personnel assigned to perform Contract Services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated thereunder, including, but not limited to, hiring, training and assignment, annual and sick leave, promotions, merit and cost-of-living raises, and disciplinary actions as well as being subject to Sheriff's Office Directives. Any complaint of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Sheriff, who shall remain the appointing authority for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

19. **FINES and FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the Sheriff shall be distributed as provided by general law and the rules of the court. Extraordinary revenues generated within the municipal boundaries of the CITY shall be distributed based upon the specifics of the situation, applicable law, and by agreement between the City Manager and the Sheriff.

20. **RECORDS.** The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. A computer printout reflecting this information shall be furnished to the City Manager each month. Additionally, the Sheriff shall maintain a dispatch log regarding all calls for assistance originating from within the city limits. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

21. **TERM.** This Agreement shall take effect on the **1st day of October, 2012**, and shall continue in effect until **September 30, 2013**. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application to COUNTY and Sheriff in writing therefore and provide notification in accordance with Article 26 no later than **July 1, 2013**.

22. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement, and it is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or person property of CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY. The foregoing notwithstanding, the CITY will pay deficits for services rendered by the COUNTY to the CITY in accordance with Article 13.

23. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. It is the intent of the CITY that the CITY'S management decisions as contemplated in Article 15, above, are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services. Should the CITY direct or exercise operational control in fact beyond that contemplated in Article 15, and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have such responsibility for the liability attributable to the CITY subject to the provisions of recital number 4 and Article 23 of this Agreement. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party 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 any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. **MODIFICATION.** The CITY shall notify Sheriff no later than **May 15** of each year regarding any material change it intends to make in the Level of Service (LOS) provided for herein, as compared to the services described in Article 11. Following each such notification, and with concurrence of the Sheriff to match the level of service, an adjustment will be made to the LOS for the next fiscal year, and the annual compensation rate shall be adjusted. In each renewal year, the compensation shall be paid quarterly, as provided in Article 13, above. Nothing in this article shall preclude the CITY or the COUNTY from requesting contract modifications at other times during this Agreement regarding the

service levels or costs identified in Article 13 if such changes are not a material change, i.e., a change which results in a change in compensation whether higher or lower that exceeds five (5%) percent of the compensation set forth in Article 13.

25. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the other party, said written notice to be given no less than 180 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other parties and a receipt thereof signed by the other party.

26. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

COUNTY: A. County Manager, James T. Dinneen
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

B. Sheriff, Ben F. Johnson
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

CITY: City Manager, Faith G. Miller
2345 Providence Boulevard
Deltona, Florida 32725

27. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third persons, corporation, or entity other than the parties hereto any right or cause of action for damage claims against any of the parties to this Agreement arising from the performance of this obligation and responsibilities of the parties herein or for any other reason.

28. **NON-ASSIGNABILITY.** The COUNTY shall not assign the performance of the Contract Services to any other governmental or private entity, or in any manner contract for the provision of the Contract Services by a third party without the express written consent of the CITY and the COUNTY, which consent must have been agreed to between the CITY and the COUNTY at a public meeting.

29. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates to enforce its right hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

30. **TRANSITION ANALYSIS.** If the CITY should request same, the COUNTY shall participate in an analysis of the feasibility of a CITY police department at the CITY'S cost. The analysis shall include, but shall not be limited to, cost effectiveness, shared responsibilities, mutual aid, facility and capital needs and personnel requirements. It being the intent of the parties to develop, without a predisposition

to a particular result, information which will enable the CITY to decide if, how, and in what fashion and over what time line the CITY may establish a CITY police department. The CITY shall reimburse the COUNTY for all costs associated with participation in such a feasibility analysis. This Section 30 does not survive the expiration or termination of this Agreement.

31. **VENUE.** The venue for any litigation between the parties arising under this Agreement shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

32. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

33. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: [Signature]
Name: James T. Dinneen
Title: County Manager
Dated: 9/6/2012



COUNTY OF VOLUSIA

By: [Signature]
Name: Frank T. Bruno, Jr.
Title: County Chair
Dated: 9/6/2012

By: [Signature]
Name: Ben F. Johnson
Title: Sheriff
Dated: 9/27/12

ATTEST:

By: [Signature]
Name: Joyce Kent
Title: City Clerk
Dated: 8-7-12

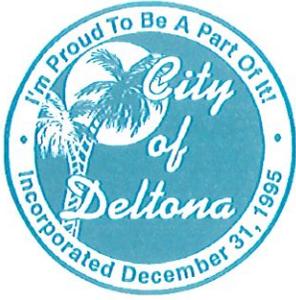
CITY OF DELTONA, a municipal corporation

By: [Signature]
Name: John C. Masiarczyk
Title: Mayor
Dated: 8-7-12

By: [Signature]
Faith G. Miller, City Manager

Item 7G

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City of Deltona

July 19, 2012

Ms. Laura Bounds
Volusia County Sheriff's Office
123 West Indiana Avenue
DeLand, Florida 32720

Dear Ms. Bounds:

Please accept this letter as a request from the City of Deltona for the Volusia County Sheriff's Office to further enhance law enforcement services provided through our interlocal agreement to include an additional canine asset beginning FY 2012-13 on October 1, 2012. Following discussions with you, I understand the initial start-up costs to acquire a canine and related equipment is \$16,500 coupled with recurring costs of \$5,500 each year the canine is in service, which typically lasts seven to nine years.

Following our recent discussions, it is understood this canine asset will likely not be in place until January 2013 and the Sheriff's Office would prorate the \$5,500 care and maintenance costs in the initial year accordingly to an amount of \$4,000. Therefore, the total amount to be paid by the City of Deltona in the first year of this agreement to add a canine shall be \$20,500, and \$5,500 in the remaining years of the canine's service life. In future years, the recurring care and maintenance costs can be added to the overall costs for law enforcement services through our interlocal agreement.

Please let me know if this is acceptable or if you need anything further from the City on this matter. Thank you.

Sincerely,

Faith G. Miller, MMC, MPA
City Manager

OFFICE OF THE CITY MANAGER

Deltona Municipal Complex 2345 Providence Boulevard, Deltona, Florida 32725

(386) 878-8100 • Fax (386) 878-8501

Webpage: www.deltonafl.gov • Email: fmiller@deltonafl.gov



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - H

SUBJECT: Request for consideration of change in Commission meeting dates for 2013 holiday season and approval of the 2014 holiday meeting schedule.

LOCATION:

N/A

BACKGROUND:

In the past, the Commission has in some years chosen to change the Commission meeting schedule in December due to the holiday season, i.e. combining the two (2) meetings in December to one (1) meeting per month. The upcoming Commission schedule includes Regular Commission meetings on:

Regular Commission Meetings:

- Monday, December 2nd; and
- Monday, December 16th.

as well as Commission workshop meetings tentatively scheduled for December 9th and 23rd.

In 2011 and 2012 it was suggested and agreed upon at a regular City Commission meeting to change the December Commission meeting schedule to include only one Regular Commission meeting in the middle of the month of December and no Commission workshop meetings during the month of December.

Also, attached for the Commission's approval is the proposed schedule for City Commission meetings and for the Commission's information the invocation schedule for 2014.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

**STAFF
RECOMMENDATION
PRESENTED BY:**

William D. Denny, Acting City Manager - to confirm the December Commission meeting schedule to include only one (1) Regular Commission Meeting on Monday, December 16th, and no Commission workshop meetings in the month of December 2013 and to approve the meeting calendar for 2014 as presented.

**POTENTIAL
MOTION:**

"I move to change the December meeting schedule to include only one (1) Regular Commission meeting on Monday, December 16th and no Commission Workshops during the month of December 2013 and to approve the meeting calendar for 2014 as presented."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- 2013 Holiday Meeting Schedule
- 2014 Holiday Meeting Schedule
- 2014 Invocation Meeting Schedule

City of Deltona
City Commission Meeting Dates and Invocation Schedule
January – December, 2013

At the Workshop on Monday, October 10, 2011, the City Commission concurred to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor. The Commissioner will need to provide the name of the person(s) giving the invocation and the organization they are with to the City Clerk's Office 10 days prior to the meeting date (see below), the invocation should be 100 words or less, if a Commissioner does not have someone to present the invocation and it is their designated meeting then that Commissioner can present the invocation themselves if they so choose or the information is not provided to the City Clerk's Office by the due date then the agenda will read "Silent Invocation" as it does currently.

Below are the dates for the City Commission Meetings, the Commissioner by District # responsible for scheduling the invocation and the date the information is due to the City Clerk's Office in order to be placed on the agenda.

MEETING DATE	COMMISSIONER'S DISTRICT #	INFO. DUE TO CLERK
January 7, 2013	District #3 Commissioner	December 28, 2012
January 22, 2013	District #4 Commissioner	January 11, 2013
February 4, 2013	District #5 Commissioner	January 25, 2013
February 18, 2013	District #6 Commissioner	February 8, 2013
March 4, 2013	Mayor	February 22, 2013
March 18, 2013	District #1 Commissioner	March 8, 2013
April 1, 2013	District #2 Commissioner	March 22, 2013
April 15, 2013	District #3 Commissioner	April 5, 2013
May 6, 2013	District #4 Commissioner	April 26, 2013
May 20, 2013	District #5 Commissioner	May 10, 2013
June 3, 2013	District #6 Commissioner	May 24, 2013
June 17, 2013	Mayor	June 7, 2013
July 1, 2013	District #1 Commissioner	June 21, 2013
July 15, 2013	District #2 Commissioner	July 5, 2013
August 5, 2013	District #3 Commissioner	July 26, 2013
August 19, 2013	District #4 Commissioner	August 9, 2013
September 3, 2013	District #5 Commissioner	August 23, 2013
September 16, 2013	District #6 Commissioner	September 6, 2013
October 7, 2013	Mayor	September 27, 2013
October 21, 2013	District #1 Commissioner	October 11, 2013
November 4, 2013	District #2 Commissioner	October 25, 2013
November 18, 2013	District #3 Commissioner	November 8, 2013
December 16, 2013	District #4 Commissioner	November 22, 2013

City of Deltona
City Commission Meeting Dates and City Holiday Schedule
January – December, 2014

City Commission Meeting Dates

The City of Deltona City Commission meetings are held the 1st and 3rd Monday of each month (unless otherwise noted below) in the Commission Chambers located in City Hall, 2345 Providence Blvd., Deltona, FL. For questions on any Commission or Workshop meeting, please contact the City Clerk's Office at (386) 878-8500.

January	6 th and *21 st	July	7 th and 21 st
February	3 rd and 17 th	August	4 th and 18 th
March	3 rd and 17 th	September	*2 nd and 15 th
April	7 th and 21 st	October	6 th and 20 th
May	5 th and 19 th	November	3 rd and 17 th
June	2 nd and 16 th	December	15 th

The City of Deltona City Commission Workshops take place the 2nd and 4th Monday of each month at 5:30 p.m. and are held in the 2nd Floor Conference Room located in City Hall, 2345 Providence Blvd., Deltona, FL and are subject to change or be cancelled due to no topics. Special Meetings of the City Commission are scheduled as needed.

City Holiday Schedule

January	1 st – New Year's Day
January	20 th – Martin Luther King, Jr. Day
April	18 th – Good Friday
May	26 th – Memorial Day
July	4 th – Independence Day
September	1 st – Labor Day
November	11 th – Veteran's Day 27 th – Thanksgiving Day 28 th – Thanksgiving Friday
December	24 th – Christmas Eve Wednesday 25 th – Christmas Day Thursday

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.

City of Deltona
City Commission Meeting Dates and Invocation Schedule
January – December, 2014

At the Workshop on Monday, October 10, 2011, the City Commission concurred to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor. The Commissioner will need to provide the name of the person(s) giving the invocation and the organization they are with to the City Clerk's Office 10 days prior to the meeting date (see below), the invocation should be 100 words or less, if a Commissioner does not have someone to present the invocation and it is their designated meeting then that Commissioner can present the invocation themselves if they so choose or the information is not provided to the City Clerk's Office by the due date then the agenda will read "Silent Invocation" as it does currently.

Below are the dates for the City Commission Meetings, the Commissioner by District # responsible for scheduling the invocation and the date the information is due to the City Clerk's Office in order to be placed on the agenda.

MEETING DATE	COMMISSIONER'S DISTRICT #	INFO. DUE TO CLERK
January 6, 2014	District #5 Commissioner	December 27, 2013
January 21, 2014	District #6 Commissioner	January 10, 2014
February 3, 2014	District #7 Commissioner	January 24, 2014
February 17, 2014	Mayor	February 7, 2014
March 3, 2014	District #1 Commissioner	February 21, 2014
March 17, 2014	District #2 Commissioner	March 7, 2014
April 7, 2014	District #3 Commissioner	March 28, 2014
April 21, 2014	District #4 Commissioner	April 11, 2014
May 5, 2014	District #5 Commissioner	April 25, 2014
May 19, 2014	District #6 Commissioner	May 9, 2014
June 2, 2014	Mayor	May 23, 2014
June 16, 2014	District #1 Commissioner	June 6, 2014
July 7, 2014	District #2 Commissioner	June 27, 2014
July 21, 2014	District #3 Commissioner	July 11, 2014
August 4, 2014	District #4 Commissioner	July 25, 2014
August 18, 2014	District #5 Commissioner	August 8, 2014
September 2, 2014	District #6 Commissioner	August 22, 2014
September 15, 2014	Mayor	September 5, 2014
October 6, 2014	District #1 Commissioner	September 26, 2014
October 20, 2014	District #2 Commissioner	October 10, 2014
November 3, 2014	District #3 Commissioner	October 24, 2014
November 17, 2014	District #4 Commissioner	November 7, 2014
December 15, 2014	District #5 Commissioner	December 5, 2014



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 8 - A

SUBJECT: Public Hearing - Ordinance No. 12-2013, Amending Subpart A, Chapter 38, "Environment", by adding new Article VII "Stormwater Discharge Pollutant Control" and new Article VIII "Florida-Friendly Fertilizer use on Urban Landscapes", at second and final reading.

LOCATION:

N/A

BACKGROUND:

Staff is proposing for the City Commission's approval the following new Article VII and Article VIII to Subpart A of Chapter 38 of the City of Deltona's Code of Ordinances:

Chapter 38 - Environment

Article VII - "Stormwater Discharge Pollutant Control" –

As part of the improvement guide that EPA issued to the State of Florida for their MS4 Permit Program (a permit which we are issued by the State) there needs to be some changes to our ordinances in order to satisfy these permit requirements and effectively eliminate pollutants in our stormwater to the maximum extent practicable.

Article VIII "Florida-Friendly Fertilizer Use on Urban Landscapes" –

Required by Florida Statute - Section 403.9337, F.S., which states that each county and municipal government located within the watershed of a water body or water segment that is listed as impaired by nutrients (Lake Monroe) pursuant to s. 403.067, shall, at a minimum, adopt the department's Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

N/A

COST:	N/A
REVIEWED BY:	Public Works Director, Finance Director, City Attorney
STAFF RECOMMENDATION PRESENTED BY:	Public Works Director Gerald Chancellor - That the City Commission adopt Ordinance No. 12-2013 as presented.
POTENTIAL MOTION:	"I move to adopt Ordinance No. 12-2013 at second and final reading."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none"> • Ordinance No. 12-2013 • Exhibit A

ORDINANCE NO. 12-2013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AMENDING CODE OF ORDINANCES SUBPART A, CHAPTER 38, “ENVIRONMENT”, BY ADDING NEW ARTICLE VII “STORMWATER DISCHARGE POLLUTANT CONTROL” AND NEW ARTICLE VIII “FLORIDA-FRIENDLY FERTILIZER USE ON URBAN LANDSCAPES”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, improperly treated discharges from industrial or commercial activities, interconnected city stormwater systems, illicit discharges and discharges from spilling, dumping or disposal of material other than stormwater to the stormwater system of the city adversely affects the quality of water receiving such discharges; and

WHEREAS, The United States Environmental Protection Agency, pursuant to Title 40, Section 122.26 of the Code of Federal Register, has mandated, through the issuance of a National Pollution Discharge Elimination System (NPDES) permit, that the city control discharges to its stormwater system in order to control the quality of discharges from the city’s stormwater system to waters of the United States; and

WHEREAS, phosphorus and nitrogen – the primary nutrients associated with the degradation of groundwater and surface water – are commonly the primary components of fertilizer for turf application; and

WHEREAS, leaching and runoff of nutrients from improper or excess fertilization practices contributes to nitrogen and phosphorus loading in The City of Deltona’s stormwater conveyances and natural water bodies and thus to the overgrowth of algae and vegetation in these waterways; and

City of Deltona, Florida
Ordinance No. 12-2013
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WHEREAS, the Florida Legislature enacted Senate Bill 494 in 2009, creating Section 403.9337, F.S., which states that each county and municipal government located within the watershed of a water body or water segment that is listed as impaired by nutrients pursuant to s. 403.067, shall, at a minimum, adopt the department’s Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. Code of Ordinances Subpart A, Chapter 38, Article VII “Stormwater Discharge Pollutant Control”, and Article VIII “Florida-Friendly Fertilizer Use on Urban Landscapes”, are hereby enacted to read as described in Exhibit A.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

Section 3. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS _____ DAY OF _____, 2013.

First Reading: _____

Advertised: _____

Second Reading: _____

City of Deltona, Florida
Ordinance No. 12-2013
Page 3 of 3

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, CMC, City Clerk

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

GRETCHEN R. H. VOSE, City Attorney

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EXHIBIT A

ORDINANCE NO. 12-2013

CHAPTER 38 – ENVIRONMENT

ARTICLE VII. STORMWATER DISCHARGE POLLUTANT CONTROL

Sec. 38-150. Definitions.

For the purposes of this regulation, the following definitions shall apply; words used in the singular shall include plural, and the plural, singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use.

“Best management practices (BMPs)” are schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering the city’s stormwater system or being discharged from the city stormwater system.

“Clean Water Act or CWA” is Public Law (PL) 92-500, as amended PL95-217, PL95-576, PL6-483, PL97-117 and 33 U.S.C. 1251 et seq., as amended by the Water Quality Act of 1987, PL100-4.

“Construction activities” means the alteration of land during construction and include such activities as clearing, grading, and excavation.

“Discharge” means the release of liquid, solid, or gaseous material and includes, but is not limited to, a release, spilling, leaking, seeping, pouring, emitting, emptying, and/or dumping of any substance of material.

“Illicit connection” means point source discharge to the city’s stormwater system or to waters of the United States, which is not composed entirely of stormwater and/or which is not authorized by a permit.

“Illicit discharge” is a discharge to the city’s stormwater system or to waters of the United States which is not composed entirely of stormwater, unless exempted pursuant to this regulation, and/or the discharge to the city’s stormwater system or to waters of the United States and which is not in compliance with federal, state, and local permits.

“Municipal Separate Storm Sewer System (MS4)” describes the City’s stormwater system which is a conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs) owned or operated by a local government that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 122.2, or any context may require.

“Point source” means any discernible and confined conveyance including, but not limited to, any pipe, ditch, channel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or

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other floating craft from which pollutants are discharged. This term does not include return flows from irrigated agriculture.

“*Pollutant*” includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial, (excepting the city’s discharges) and agricultural waste discharged into the MS4, and not excluding other materials which the city manager or designee, federal or state regulatory agencies may deem appropriate to be included.

“*Reclaimed water*” is water that has received at least advanced secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility.

“*Reuse*” means the deliberate application of reclaimed water, in compliance with Florida Department of Environmental Protection and/or St. Johns River Water Management District rules, for a beneficial purpose.

“*Runoff*” is the surface flow of water which results from, and occurs following, a rainfall event.

“*Significant construction activities*” means construction activities which result in the disturbance of five acres or more of total land area.

“*Significant redevelopment*” means the alteration of an existing development which results in the increase and in the discharge of a stormwater facility beyond its previously designed and constructed capacity, or increased pollution or changed points of discharge, except emergency repairs.

“*Spill*” is a type of illicit discharge.

“*Stormwater*” means surface runoff and the discharge of runoff water resulting from rainfall.

“*Waters of the United States*” means surface and groundwaters as defined by 40 Code of the Federal Register 122.2.

Sec. 38-151. Findings and Declaration.

(a) It is hereby found, determined, and declared as follows:

- (1) The contribution of pollutants through discharges from stormwater systems has a significant impact on receiving waters in the city.
- (2) Improperly treated discharges from industrial or commercial activities, interconnected city stormwater systems, illicit discharges and discharges from spilling, dumping or disposal of material other than stormwater to the stormwater system of the city adversely affects the quality of water receiving such discharges.
- (3) The United States Environmental Protection Agency, pursuant to Title 40, Section 122.26 of the Code of Federal Register, has mandated, through the issuance of a National Pollution Discharge Elimination System (NPDES) permit, that the city oversee discharges to the city stormwater system, to waters of the State of Florida, and to waters of the United States.

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Sec. 38-152. Discharges to the City Stormwater System.

- (a) No discharge to the city's stormwater system ("MS4") shall be permitted to impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local, state, or federal requirements, including, but not limited to NPDES permits.
- (b) Stormwater discharges to a MS4 from industrial, commercial or construction activities or from new development or redevelopment projects are required to obtain appropriate local, state, and/or federal permits prior to discharging to the MS4.
- (c) Any person determined by the city to be responsible for a discharge contributing to the failure of the city's MS4 shall provide corrective measures as determined necessary by the city official and/or designee, and shall be liable for resulting fines and damages.

Sec. 38-153. Stormwater Discharges from Industrial, Commercial and Construction Activities.

- (a) Stormwater discharges from industrial and commercial activities shall be treated or managed on-site, in accordance with appropriate federal, state, or local permits and regulations, prior to discharge to the city's MS4.
- (b) Stormwater discharges from significant construction activities shall be treated or managed on-site in accordance with appropriate federal, state, or local permits and regulations, prior to discharge to the city's MS4. Erosion, sediment, and pollution control for the construction site shall be properly implemented, maintained, and operated according to a pollution prevention plan required by an NPDES permit for the discharge of stormwater from construction activities, or according to a state permit issued by the Federal Department of Environmental Protection or St. Johns River Water Management District.
- (c) Construction activity which is not defined as significant is still characterized as an illicit connection or illicit discharge if the activity causes an impairment of the operation of the MS4 or contributes to the failure of the MS4 to meet any local, state or federal requirements, including, but not limited to NPDES permits.
- (d) The owners or operators of industrial facilities, commercial entities, and construction sites which discharge stormwater to the city's MS4, shall provide prior written notification to the city of the discharge and shall have received prior approval of the discharge from the city.

Sec. 38-154. Control of Pollutant Contributions from Interconnected Stormwater Systems.

- (a) The discharge of stormwater between state, county, or other MS4s shall not be permitted to cause the city's MS4 to be in violation of the provisions of an NPDES permit. Owners of any portion of the interconnected MS4 shall be responsible for controlling the quality and quantity of discharge of stormwater to the city's MS4.

Sec. 38-155. Prohibition of Illicit Discharges and Illicit Connections.

- (a) Illicit discharges and illicit connections to the city's MS4 are prohibited.
- (b) Failure to report a connection to the city's MS4 or to waters of the United States from industrial activities, commercial entities or construction activities constitutes an illicit connection.
- (c) Failure to report to the city a discharge to the city's MS4 or to waters of the United States from industrial activities, commercial entities or construction activities constitutes an illicit discharge.

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- (d) Any discharge to the city's MS4 or to waters of the United States which is in violation of federal, state or local permits or regulations constitutes an illicit discharge.
- (e) Persons responsible for illicit discharges or illicit connections shall immediately cease the illicit discharge or illicit connection, obtain appropriate approvals from applicable regulatory agencies prior to resuming the discharge or connection, and shall be liable for resulting fines and damages.

Sec. 38-156. Inspection and Monitoring for Compliance.

- (a) City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the city's MS4 or waters of the United States in order to effectuate the provisions of this article and to investigate violations or potential violations of any of the terms herein.
- (b) All structures, facilities, and activities which allow discharges to the city's MS4, as well as records concerning them, shall be made accessible to the city's personnel for this purpose.

Sec. 38-157. Operational Maintenance of Structures and Other Stormwater Facilities.

- (a) Structural control and other BMPs used for controlling the discharge of pollutants to the city's MS4 or to waters of the United States shall be operated and maintained so as to function in accordance with permitted design and performance criteria and in compliance with federal, state, or local permit conditions and regulations.

Sec. 38-158. Exemptions; Exceptions.

- (a) The following activities shall not be considered an illicit discharge or illicit connection, unless such activities cause, or significantly contribute to, the impairment of the use of the city's MS4 or the violation of the conditions of the city's NPDES permit:
 - (1) Discharges from:
 - a. Water line flushing;
 - b. Flushing of reclaimed water lines;
 - c. Street cleaning;
 - d. Sidewalk/building power washing;
 - e. Construction dust control;
 - f. Landscape, lawn, and irrigation waters;
 - g. Diverted stream flows or lake waters;
 - h. Foundation, footing and roof drains;
 - i. Uncontaminated groundwater infiltration (as defined at 40 Code of Federal Register 35.205(20));
 - j. Discharges from potable water sources;
 - k. Air conditioning condensate or cooling water;
 - l. De-chlorinated swimming pool water;

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- m. Springs;
 - n. Individual residential car washing;
 - o. Flows from riparian habitat and wetlands; and
 - p. Discharges or flow from emergency fire-fighting activities and emergency response activities done in accordance with adopted spill response/action plan.
- (2) Discharges for which all appropriate federal, state, and local permits have been obtained and which are in compliance with the conditions of said permits.

Sec. 38-159. Discharges of Polluting Matter in Stormwater Systems Prohibited.

- (a) It shall be unlawful for any person to drain, deposit, place or otherwise discharge pollutants into any stormwater system within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such stormwater systems any organic or inorganic matter which causes pollution, pursuant to the water quality standards established by all applicable regulatory agencies. Polluting matter includes, but is not limited to the following:
- (1) Petroleum products, including, but not limited to, oil, gasoline and grease;
 - (2) Solid waste;
 - (3) Paints;
 - (4) Steam cleaning waste;
 - (5) Pesticides, herbicides or fertilizers;
 - (6) Degreasers, solvents;
 - (7) Sanitary sewage;
 - (8) Chemically treated cooling water;
 - (9) Antifreeze and other automotive products;
 - (10) Lawn clippings, leaves, branches, etc.;
 - (11) Animal carcasses;
 - (12) Recreational vehicle waters;
 - (13) Dyes;
 - (14) Construction materials;
 - (15) Any liquids in quantity or quality which are capable of causing a violation of the city's NPDES stormwater permit; and
 - (16) Solids in such quantities or of such size capable of causing interference or obstruction to the flow in the city's stormwater system.
- (b) It shall be unlawful to wash any public or private streets, building, sidewalks, or parking areas, unless all visible debris and sediments have been removed prior to washing.
- (c) Notwithstanding other requirements of law, as soon as any person has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into private stormwater management systems, the City of Deltona's MS4, State Waters,

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or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and reporting of such a release.

Sec. 38-160. Enforcement, Penalties and Legal Proceedings.

- (a) All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection and/or written notification by the city, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the city manager or designee.
- (b) The city code enforcement official is authorized to issue cease and desist orders in the form of written official notices hand delivered or sent by registered mail to the person(s) believed to be responsible for the violation and/or the owner of the property from, or on which the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:
 - (1) In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the city's MS4; or
 - (2) When irreversible or irreparable harm may result, in the reasonable opinion of the city manager or designee, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the city's MS4, the public or the environment.
- (c) Violations of this article are punishable as provided in the city's Part II – Code of Ordinances, Chapter 2, Article II. Nothing herein shall preclude the city from electing one or more of these remedies concurrently.
- (d) Should any person responsible for a violation of this regulation fail to take the remedial action as required by the city, the city may take such remedial action, and all costs incurred by the city shall be the responsibility of the person or persons responsible for the violation, and the city may record a lien against the personal and/or real property of the violators to recover said costs and to collect all fines and penalties imposed.
- (e) In addition to the remedies provided herein, the city may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the city may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land, or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The city shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.
- (f) Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund, established under City Code.

Sec. 38-161 - - Sec. 38-169. Reserved.

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ARTICLE VIII. FLORIDA-FRIENDLY FERTILIZER USE ON URBAN LANDSCAPES

Sec. 38-170. Definitions

For this Article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

“*Administrator*” means an administrative official of the City of Deltona designated by the City to administer and enforce the provisions of this Article.

“*Application*” or “*Apply*” means the actual physical deposit of fertilizer to turf or landscape plants.

“*Applicator*” means any Person who applies fertilizer on turf and/or landscape plants in the City of Deltona.

“*Approved Best Management Practices Training Program*” means a training program approved per 403.9338 F.S., or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection’s “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008,*” as revised, and approved by the City of Deltona Administrator.

“*Board or Governing Board*” means the Board of City Commissioners of Deltona, Florida.

“*Best Management Practices*” means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

“*Code Enforcement Officer, Official, or Inspector*” means any designated employee or agent of the City of Deltona whose duty it is to enforce codes and ordinances enacted by the City.

“*Commercial Fertilizer Applicator*”, except as provided in 482.1562(9) F.S., means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

“*Fertilize,*” “*Fertilizing,*” or “*Fertilization*” means the act of applying fertilizer to turf, specialized turf, or landscape plants.

“*Fertilizer*” means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

“*Groundcover*” means plants used in mass as alternative to turf or lawn and/or to create variety in landscape; usually not having a mature height over two (2) feet tall.

“*Guaranteed Analysis*” means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

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“*Heavy Rain*” as defined by the World Meteorological Organization, rainfall greater than or equal to 50mm (2 inches) in a 24 hour period.

“*Institutional Applicator*” means any person, other than a private, non-commercial or a Commercial Applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

“*Landscape Plant*” means any native or exotic tree, shrub, or groundcover (excluding turf).

“*Low Maintenance Zone*” means an area a minimum of ten (10) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

“*Person*” means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

“*Prohibited Application Period*” means the time period during which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for any portion of the City of Deltona, issued by the National Weather Service, or if heavy rain is likely.

“*Saturated Soil*” means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

“*Slow Release,*” “*Controlled Release,*” “*Timed Release,*” “*Slowly Available,*” or “*Water Insoluble Nitrogen*” means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

“*Turf,*” “*Sod,*” or “*Lawn*” means a piece of grass-covered soil held together by the roots of the grass.

“*Urban landscape*” means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in s. 570.02

Sec. 38-171. Findings and Declaration.

As a result of impairment to the City of Deltona’s surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the boundaries of the City of Deltona, the governing body of the City of Deltona has determined that the use of fertilizers on lands within the City of Deltona creates a risk to contributing to adverse effects on surface and/or ground water. Accordingly, the governing board of the City of Deltona finds that management measures contained in the most recent edition of the “Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008” may be required by this ordinance.

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Sec. 38-172. Applicability.

This Ordinance shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the area of the City of Deltona, unless such applicator is specifically exempted by the terms of this Ordinance from the regulatory provisions of this Ordinance. This Ordinance shall be prospective only, and shall not impair any existing contracts.

Sec. 38-173. Timing of Fertilizer Application.

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils.

Sec. 38-174. Fertilizer-Free Zones.

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of 3 feet shall be maintained. If more stringent City of Deltona Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning 30 days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

Sec. 38-175. Low Maintenance Zones.

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent City of Deltona Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone

Sec. 38-176. Fertilizer Content and Application Rate.

- (a) Fertilizers applied to turf within the City of Deltona shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf Fertilizers*.
- (b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.
- (c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

Sec. 38-177. Application Practices/Mode of Application.

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- (a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.
- (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- (c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.
- (d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- (e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

Sec. 38-178. Management of Grass Clippings and Vegetative Matter/Debris.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable

Sec. 38-179. Exemptions.

- (a) Sections 38-174, 38-177, 38-178, 38-180 & 38-181 of this article shall not apply to golf courses; provided, however, fertilizer shall not be applied to golf courses in excess of provisions of the Florida Department of Environmental Protection (“FDEP”) document, *BMPs for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007*.
- (b) This article shall not apply to any bona fide farm operation that the City of Deltona is without authority to regulate with regard to fertilizer application pursuant to the Florida Right to Farm Act, Sec. 823.14, et seq., Florida Statutes (2007), or other applicable state law.
- (c) This article shall not apply to sports turf areas at parks and athletic fields.

Sec. 38-180. Training.

- (a) All commercial and institutional applicators of fertilizer within the incorporated area of the City of Deltona, shall abide by and successfully complete the six-hour training program in the “*Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries*” offered by the Florida Department of Environmental Protection through the University of Florida Extension “Florida-Friendly Landscapes” program, or an approved equivalent.
- (b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS *Florida Yards and Neighborhoods* program when applying fertilizers.

Sec. 38-181. Licensing of Commercial Applicators.

- (a) Prior to 1 January 2014, all commercial applicators of fertilizer within the incorporated area of the City of Deltona, shall abide by and successfully complete training and continuing education requirements in the “*Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries*”, offered by the Florida Department of Environmental Protection through the University of Florida IFAS “Florida-friendly Landscapes” program, or an approved equivalent program, prior to obtaining a City of Deltona Local Business Tax Receipt for any category of

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occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program and valid license to the City of Deltona within 180 days of the effective date of this ordinance.

- (b) After 31 December, 2013, all commercial applicators of fertilizer within the incorporated area of the City of Deltona, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per 5E-14.117(18) F.A.C.
- (c) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a “Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries” training certificate prior to the business owner obtaining a Local Business Tax Receipt. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program and valid license to the City of Deltona.

Sec. 38-182. Enforcement and Penalty.

Funds generated by penalties imposed under this section shall be used by the City of Deltona for the administration and enforcement of section 403.9337, Florida Statutes, and the corresponding sections of this ordinance and to further water conservation and nonpoint pollution prevention activities.

Sec. 38-183—Sec. 38-189. Reserved



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - A

SUBJECT: Request for approval to execute Cost Share Agreement with the St. Johns River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the Howland Blvd. Phase 3 Reclaimed Water Construction Project.

LOCATION:

Doyle Road / Howland Blvd.

BACKGROUND:

To promote conservation, development and proper utilization of surface and ground water, the St. John's River Water Management District has initiated a cost sharing program for construction projects within its jurisdiction that promote water resource initiatives. A Cost Share Agreement would provide the City with funding from the St. John's River Water Management District for an amount not to exceed 40% of the total construction costs of projects that fall within these parameters. Two future City projects have been identified as projects that meet these guidelines. They are as follows:

1. The Doyle Road Reclaimed Water Interconnect Project: This project will connect the reclaimed lines recently constructed on SR415 to the existing lines on Doyle Road and provide service connections to future customers. A cost sharing agreement with SJRWMD would cover 40% of the costs to connect these lines. The Districts committed amount for this project would be \$2,400,000 over a 2 year period. Construction for this project will be completed in the FY 2014-2015.

2. The Howland Blvd. Phase 3 Utility Relocate Project: This project will relocate and upgrade utilities as part of the overall City-wide road widening plan. A cost sharing agreement with SJRWMD would cover 40% of the costs to install any new reclaimed water mains on Howland Blvd. from Courtland Blvd. to SR415, at the WalMart center. The Districts committed amount for this project would be

\$196,000. Construction for this project would be completed in FY 2013-2014.

This action supports the City's intent to secure maximum eligibility for all anticipated water construction projects utilizing alternative costs with available funding and grants available.

**ORIGINATING
DEPARTMENT:**

Public Works/Deltona Water

SOURCE OF FUNDS:

Water / Sewer Utility Fund

COST:

Doyle Road Reclaim Project - \$6,000,000.00 / Howland Blvd. Reclaimed Portion - \$490,000.00

REVIEWED BY:

Acting City Manager, City Attorney, Public Works Director / City Engineer

**STAFF
RECOMMENDATION
PRESENTED BY:**

Dave Denny, Acting City Manager - Recommendation is being made to approve and execute the Cost Share Agreement with the St. John's River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the reclaimed portion of the Howland Blvd. Phase 3 Utility Relocate Project.

**POTENTIAL
MOTION:**

"I move to approve and execute the Cost Share Agreement with the St. Johns River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the reclaimed portion of the Howland Blvd. Phase 3 Utility Relocate Project."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Doyle Rd. Project Map
- Doyle Rd. Reclaimed Cost Sharing Agreement
- Howland Blvd. Project Map
- Howland Blvd. Reclaimed Cost Sharing Agreement

CITY OF DELTONA DOYLE ROAD WATER MAIN RELOCATION AND IMPROVEMENTS

201 EAST PINE STREET, SUITE 1000
ORLANDO, FLORIDA 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790



www.tetrattech.com



PROJECT LOCATION:

DELTONA, FLORIDA

CLIENT INFORMATION:

CITY OF DELTONA
255 ENTERPRISE ROAD
DELTONA, FLORIDA 32725

PROJECT No.:

200-08534-13002

CLIENT PROJECT No.:

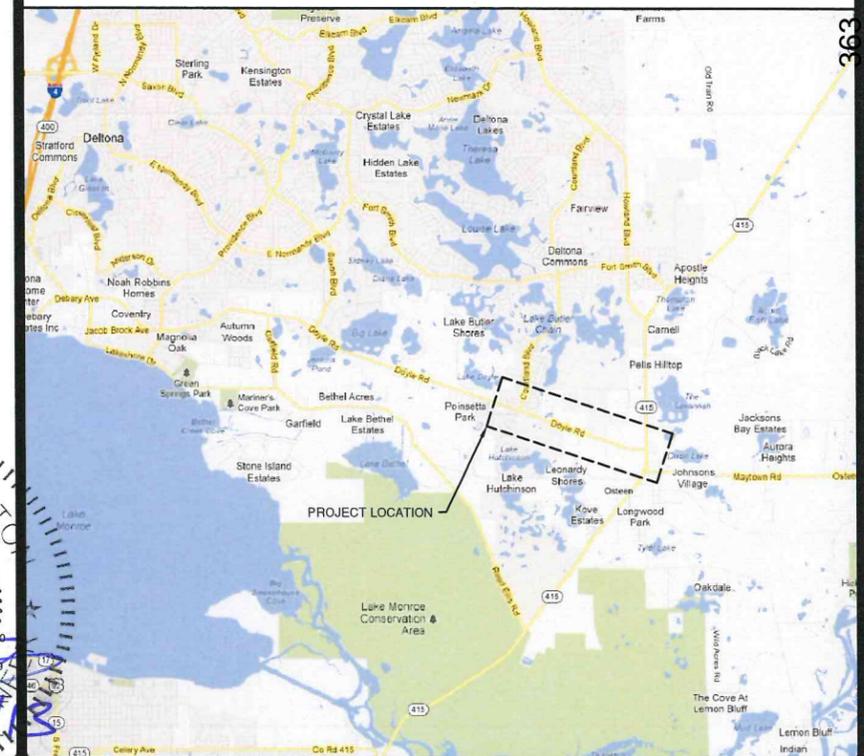
PROJECT DESCRIPTION / NOTES:

WATER MAIN REPLACEMENT AND IMPROVEMENTS ALONG A 1.54 MILE SECTION OF DOYLE ROAD FROM SR 415 TO COURTLAND BOULEVARD.

ISSUED:

100% SUBMITTAL

VICINITY MAP:



FOR CITY OF DELTONA

MAYOR
JOHN C. MASIARCZYK, SR.

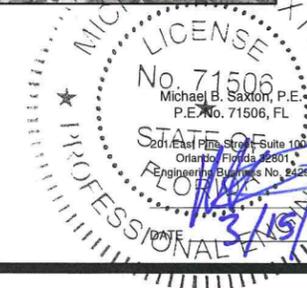
VICE MAYOR
ZENAIDA DENIZAC
DISTRICT 1

CITY MANAGER
FAITH G. MILLER

COMMISSIONERS

WEBSTER BARNABY DISTRICT 2	FRED LOWRY DISTRICT 5
HEIDI HERZBERG DISTRICT 3	CHRIS NABICHT DISTRICT 6

NANCY SCHLEICHER
DISTRICT 4



Item 10A

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**COST-SHARE AGREEMENT
BY AND BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DELTONA**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELTONA, whose address is 2345 Providence Boulevard, Deltona, Florida 32725 (“Recipient”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District initiated a cost-sharing program for Fiscal Year 2013 for construction projects that will initiate construction sometime during 2014, involve water resource development, alternative water supply development, water conservation, or spring shed nutrient-loading reduction, and address one or more of the following District strategic initiatives: Springs Protection, North Florida Water Supply Partnership, Central Florida Water Initiative, or Minimum Flows and Levels Prevention and Recovery.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the above-stated initiatives.

The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”):

Doyle Road Reclaimed Water Interconnect Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2015 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within 60 days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive

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termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING.**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 40% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$2,400,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date. Upon a showing of good cause, the District, upon approval of the Executive Director, or designee, may extend the Completion Date to no later than March 31, 2016. Any further extension of the Completion Date will require approval by the District's Governing Board.
5. **PAYMENT OF INVOICES**
- (a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-

audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of each invoice, which shall not exceed 40% of approved costs, until the not-to-exceed amount of the District's. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to all costs that form the basis for the invoice and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not

remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-year agreements, it is necessary for the District to budget as accurately as possible the amount of funds that will be expended by the District during each fiscal year. The Statement of Work, Attachment A, includes the parties' current projection of the District's cost-share on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the District when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the District with a revised funding plan. If the District's annual budget permits, the District may, in its sole discretion, prepare a District Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

Contract #27660

DISTRICT

Jim Gross, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 (386) 312-2344
 E-mail: jgross@sjrwmd.com

RECIPIENT

Gerald Chancellor, Project Manager
 City of Deltona
 2345 Providence Blvd
 Deltona, Florida 32725
 (386) 878-8998
 E-mail: gchancellor@deltonafl.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment B, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.

- (c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days to cure the breach. If Recipient fails to cure the breach within the 30 day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon 30 calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate

funds from the District for the same purpose; and/or (4) Recipient has received more than one 100% contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
18. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory authority of the District.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall respond to it pursuant to section 119.0701, Fla. Stat., and promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

[Remainder of page intentionally left blank]

Contract #27660

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELTONA

By: _____
Hans G. Tanzler III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

- Attachment A - Statement of Work
- Attachment B - District Supplemental Instruction Form

Cost-share: 2013 Initiative
Last updated: 7-17-13

ATTACHMENT A – STATEMENT OF WORK

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Cooperative Cost Share Initiative Program in fiscal year 2013 as a cost share program to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding has a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, or natural systems and supports the District's Strategic Initiatives. The Springs Protection Initiative and the MFLs Prevention and Recovery Initiative are supported by this project. The City of Deltona (Recipient) has requested and been selected as a participant in this cost share program.

On July 9, 2013 the District's Governing Board approved funding for the Recipient's Doyle Road Reclaimed Water Interconnect Project in the amount of \$2,400,000 toward the estimated construction cost of \$6,000,000.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable Recipient to interconnect the existing Deltona Lakes Water Reclamation Facility and the proposed Eastern Facility. The quantity of water that will be made available from this project is 2.0 million gallons per day (mgd). The project includes construction of a 20-inch diameter reclaimed water transmission main. This will also allow the Recipient to augment the reclaimed water system with surface water from Lake Monroe and provide reclaimed water to additional new customers. Ultimately, this will reduce the overall use of potable water for irrigation and benefit flows in Blue Spring.

III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that expands the availability of reclaimed water for irrigation use. The project includes construction of a 20-inch diameter reclaimed water transmission main.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for performing the following tasks:

- Complete and obtain final project design, construction plans, and specifications.
- Provide a copy of Recipient's executed construction contract documents to District's Project Manager.
- Provide a copy of any subsequent change orders to the construction contract to District's Project Manager.
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work.
- Assure compliance with all permits and permit conditions.
- Provide procurement for project construction.
- Perform supervision and inspection of construction.
- Perform construction contract administration.

Contract #27660

- Submit timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate documentation) to enable proper review by the District's Project Manager prior to payment authorization.
- Provide quarterly progress reports to the District's Project Manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project time frame and projected costs versus actual cost to date.
- Provide certification of construction phase completion by a Professional Engineer registered in the state of Florida.
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

V. TIME FRAMES AND DELIVERABLES

All work shall be completed by September 30, 2015 in accordance with tasks described above. The Recipient shall submit quarterly progress reports to the District's Project Manager detailing the progress of each component.

The projected schedule for the project design and construction is as follows:

Design: Complete September 2013
 Construction: November 2013 – February 2015

VI. BUDGET AND COST SCHEDULE

For satisfactory completion of the Project, the District will pay Recipient 40% of the project's estimated construction cost of \$6,000,000, but in no event shall the District's cost-share exceed \$2,400,000. Recipient shall invoice the District quarterly including a progress report covering the time-period of the invoice. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation. If the total construction cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly.

FY 2014	October 1, 2013 - September 30, 2014	\$1,661,500
FY 2015	October 1, 2014 - September 30, 2015	\$738,500
	District 40% Cost Share:	\$2,400,000

Contract #27660

ATTACHMENT B — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

- 1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

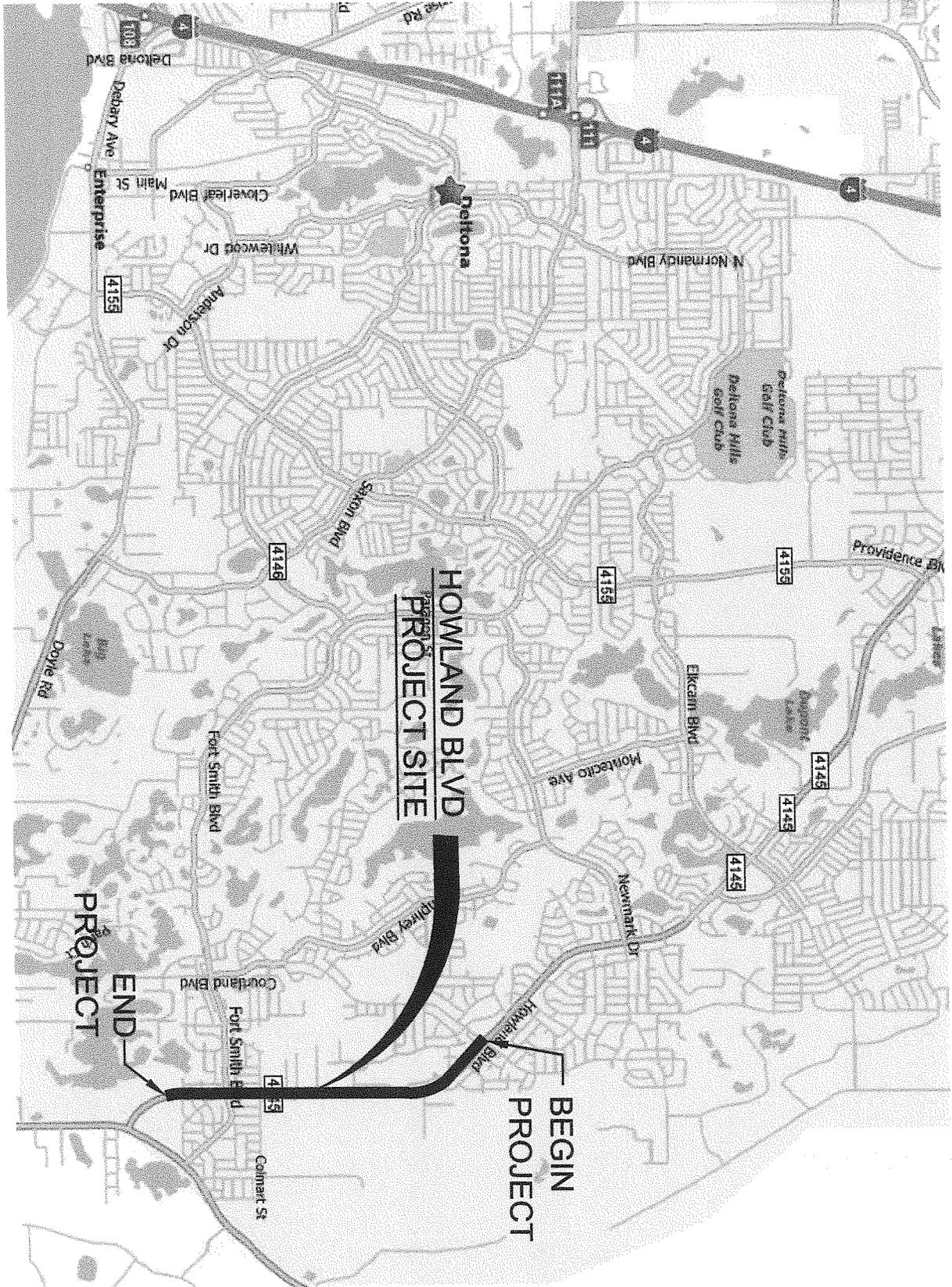
Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management



**COST-SHARE AGREEMENT
BY AND BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DELTONA**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and City of Deltona, whose address is 2345 Providence Boulevard , Deltona, Florida 32725 (“Recipient”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District initiated a cost-sharing program for Fiscal Year 2013 for construction projects that will initiate construction sometime during 2014, involve water resource development, alternative water supply development, water conservation, or spring shed nutrient-loading reduction, and address one or more of the following District strategic initiatives: Springs Protection, North Florida Water Supply Partnership, Central Florida Water Initiative, or Minimum Flows and Levels Prevention and Recovery.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the above-stated initiatives.

The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”):

Howland Boulevard Phase 3 Reclaimed Water Construction

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2014 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within 30 days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive

termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING.**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 40% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$196,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date. Upon a showing of good cause, the District, upon approval of the Executive Director, or designee, may extend the Completion Date to no later than December 31, 2014. Any further extension of the Completion Date will require approval by the District's Governing Board.

5. PAYMENT OF INVOICES

- (a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of each invoice, which shall not exceed 40% of approved costs, until the not-to-exceed amount of the District's cost-share has been expended. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 % of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten) days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to all costs that form the basis for the invoice and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); in addition, see Attachment B, "CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS;" (7) Progress Report (if required); and (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-year agreements, it is necessary for the District to budget as accurately as possible the amount of funds that will be expended by the District during each fiscal year. The Statement of Work, Attachment A, includes the parties' current projection of the District's cost-share on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the District when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the District with a revised funding plan. If the District's annual budget permits, the District may, in its sole discretion, prepare a District Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

James Gross, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 312-2344
E-mail: jgross@sjrwmd.com

RECIPIENT

Gerald Chancellor, Project Manager
City of Deltona
2345 Providence Blvd
Deltona, FL 32725
(386) 878-8998
E-mail: gchancellor@deltonafl.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

- (a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. FAILURE TO COMPLETE PROJECT.

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the

Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.
- (c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days to cure the breach. If Recipient fails to cure the breach within the 30 day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon 30 calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

- 12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three years after expiration of this

Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **FLORIDA SINGLE AUDIT ACT**
- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources

received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information** This Agreement involves the disbursement of state funding by Legislative Appropriation in the amount of \$196,000. Funding is provided under the State of Florida Statewide Surface Water Restoration and Wastewater Projects. The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No.37.039. The District is not providing a funding match.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient

agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.

- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.
18. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
19. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
20. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
21. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

22. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory authority of the District.
23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
24. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall respond to it pursuant to section 119.0701, Fla. Stat., and promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
25. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

[Remainder of page has intentionally left blank]

Contract #27666

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELTONA

By: _____
Hans G. Tanzler III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

- Attachment A- Statement of Work
- Attachment B- Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment C – District Supplemental Instruction Form

Cost-share: 2013 Initiative
Last updated: 7-17-13

ATTACHMENT A - STATEMENT OF WORK

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2013 as a cost share program to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding has a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, or natural systems and supports the District's Strategic Initiatives. The (MFLs) Prevention and Recovery Strategy Initiative is supported by this project. The City of Deltona (Recipient) has requested and been selected as a participant in this cost share program.

On July 9, 2013 the District's Governing Board approved funding for the construction of Recipient's Howland Boulevard Phase 3 Reclaimed Water Project for \$196,000 toward the estimated construction cost of \$490,000.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable Recipient to construct an interconnection of the reclaimed water distribution systems for Recipient's Howland Boulevard Phase 3 Reclaimed Water Project. Approximately 2.0 million gallons per day (mgd) of reclaimed water will be made available from this project. The proposed interconnect consists of a reclaimed water main extension from the intersection of SR 415 and Howland Boulevard to the intersection of Howland Boulevard and Eklcam Boulevard. This connection to a 12-inch diameter wastewater force main will be converted into reclaimed main and will cover a 4.5 mile portion of Howland Boulevard, which will provide water to schools and businesses. Ultimately, this will result in multiple shallow wells taken offline and reducing stress on the upper Floridan aquifer.

III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that expands the availability of reclaimed water for irrigation use. The project consists of the construction of approximately 4.5 miles of 12-inch diameter wastewater force main that will be converted into reclaimed main.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for performing the following tasks:

- Complete and obtain final project design, construction plans, and specifications
- Provide a copy of Recipient's executed construction contract documents to District's Project Manager
- Provide a copy of any subsequent change orders to the construction contract to District's Project Manager
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work
- Assure compliance with all permits and permit conditions
- Provide procurement for project construction

Contract #27666

- Perform supervision and inspection of construction
- Perform construction contract administration
- Submit timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate documentation) to enable proper review by the District's Project Manager prior to payment authorization
- Provide quarterly progress reports to the District's Project Manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project timeframe and projected costs versus actual cost to date
- Provide certification of construction phase completion by a Professional Engineer registered in the state of Florida
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended

V. TIME FRAMES AND DELIVERABLES

All work shall be completed by September 30, 2014 in accordance with tasks previously described. The Recipient shall submit quarterly progress reports to the District's Project Manager detailing the progress of each component.

The projected schedule for the project construction is as follows:

- Construction: October 2013 – February 2014

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District will pay Recipient 40% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$196,000. Recipient shall invoice the District quarterly include a progress report covering the time-period of the invoice. The invoices shall include a copy of the construction contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation. If the total construction cost of this project is less than originally estimated the District's cost-share amount shall be reduced accordingly.

ATTACHMENT B**CONTRACT PAYMENT REQUIREMENTS FOR
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Contract #27666

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

- 1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - B

SUBJECT: Request for approval to execute Joint Project Agreements with Volusia County for both the Saxon Blvd. Utility and Stormwater Improvements project and the Howland Blvd. phase 3 widening project.

LOCATION:

1. Intersection of Saxon Blvd. and Providence Blvd.
2. Intersection of Howland Blvd. and Fort Smith Blvd. and Utility Relocations

BACKGROUND:

The following two projects have been approved in the Water / Sewer Utility Fund budget for the FY 13-14. The intersection improvements at Ft. Smith Blvd. have been approved in the Public Works Transportation fund budget for the FY 13-14.

1. Saxon / Providence Intersection Utility Relocates - The City will be relocating and making adjustments and/or improvements to utility mains located at the Saxon Blvd. and Providence Blvd. intersection to coincide with the County's efforts to repair and replace deteriorating storm drain piping and structures and resurface a portion of Saxon Boulevard between Landover Avenue and Cranbrook Drive.

2. Howland Blvd. Utility Relocate, Phase 3 - The City will be relocating and upgrading utilities as part of the overall City-wide road widening plan. This work includes incorporating eleven hundred feet of widening on Ft. Smith Blvd at the intersection with Howland Blvd. This phase will coincide with the County constructing, reconstructing, improving and four-laning of Howland Blvd. from Courtland Blvd. to SR415, at the WalMart center.

City Staff and the County have determined that it would be in the best interest of the general public and an economic

advantage of both parties to enter into a Joint Project Agreement, for these projects, providing for construction of the County's road work, and the City's road and utility work to be combined into two joint projects.

The construction plans and specifications for the City's portion of both projects will be incorporated into two separate future County solicitations, which are to be bid by the County prior to the end of 2013. Payment will be made to the County for the work being performed by a General Contractor on the Saxon Blvd. project. The City will also make direct payments to the County performing the work on the Howland Blvd. Phase 3 project.

**ORIGINATING
DEPARTMENT:**

City Manager's Office

SOURCE OF FUNDS:

Water - Sewer Utility Fund / Transportation Fund

COST:

Saxon Blvd. - \$270,000.00 / Howland Blvd. - \$3,000,000.00
(FY 13-14 1.5 million / FY 14-15 1.5 million) / Ft. Smith
Intersection - \$625,000.00

REVIEWED BY:

Acting City Manager, City Attorney, Public Works
Director / City Engineer

**STAFF
RECOMMENDATION
PRESENTED BY:**

Dave Denny, Acting City Manager - Recommendation is
being made to approve and execute the following Joint
Project Agreements:

1. JPA for Utility and Stormwater Improvements of Saxon Blvd. with Volusia County acting as the Contractor
2. JPA for Utility Adjustments and Road Construction of Howland Blvd. with Volusia County.

**POTENTIAL
MOTION:**

"I move to approve and authorize the execution, by the Mayor, of both Joint Project Agreements for the Utility and Stormwater Improvements of Saxon Blvd. and for the Utility Adjustment and Road Construction of Howland Blvd. with Volusia County."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Saxon Blvd. Project Map
- Saxon Blvd. Joint Project Agreement
- Howland Blvd. Project Map
- Howland Blvd. Joint Project Agreement



Saxon Boulevard & Providence Boulevard Pipe Replacement Deltona

Legend

- Good Pipe
- Bad Pipe
- Inlet

**JOINT PROJECT AGREEMENT
UTILITY AND STORMWATER IMPROVEMENTS
BY STORMWATER CONTRACTOR**

THIS AGREEMENT, made and entered into this ___ day of _____, 2013, by and between the **COUNTY OF VOLUSIA, FLORIDA**, hereinafter referred to as the “COUNTY,” and the **CITY OF DELTONA, FLORIDA**, hereinafter referred to as the “CITY”.

WITNESSETH:

WHEREAS, the COUNTY is repairing and/or replacing deteriorated storm drain piping and structures and resurfacing a portion of Saxon Boulevard between Landover Avenue and Cranbrook Drive, designated by the COUNTY as Saxon Boulevard Drainage Pipe Replacement and described hereafter as “COUNTY’s Stormwater and Road Work”; and

WHEREAS, the CITY desires to make adjustments and/or improvements to utility lines within the right of way of the COUNTY’s Stormwater and Road Work; and

WHEREAS, the CITY has prepared drawings and specifications for its utility work and other changes to be made, described hereafter as the “CITY’s Utility Work”; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT AGREEMENT providing for the COUNTY’s Stormwater and Road Work and the CITY’s Utility Work to be combined into one “JOINT PROJECT”; and

WHEREAS, the CITY has prepared, at its expense, the drawings and specifications for all the necessary utility work specified above, and has furnished the COUNTY with a complete set of drawings and specifications including a “summary of quantities” sheet covering all construction requirements of

the CITY's Utility Work; and

WHEREAS, the CITY has expressed its willingness to assume all costs incurred for this utility work and has requested that the COUNTY include in the JOINT PROJECT certain drawings and specifications to meet the CITY's needs; and

WHEREAS, the term "cost incurred for the CITY's Utility Work" includes the entire amount to be paid by the CITY properly attributed to such utility work;

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the parties contained herein and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and agree as follows:

1. The COUNTY and the CITY shall participate in a JOINT PROJECT in order to complete the CITY's Utility Work and the COUNTY's Stormwater and Road Work within the limits of the JOINT PROJECT as included in the CITY's and the COUNTY's drawings and specifications.
2. All of the CITY'S Utility Work on the JOINT PROJECT is to be done according to the CITY's drawings and specifications as supplied to the COUNTY. The CITY is responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and is responsible for any changes in the CITY's drawings made necessary by errors or omissions in the information as furnished by the CITY. The COUNTY is responsible for the accuracy of the information supplied to the CITY for use in the drawings preparation.
3. The CITY shall provide the services of one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. The cost of all the CITY's Utility Work and testing required for the CITY's Utility Work, including soil density and compaction testing, will be

borne by the CITY as part of the JOINT PROJECT. The CITY's technician will also furnish the County Engineer or other duly appointed County Representative with daily progress reports for diary records, approved quantities, and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction will be reported to the County Engineer or other duly appointed County Representative and the COUNTY will maintain all necessary controls relative to the quality of construction. The CITY's technician shall not deal directly with the contractor's field representatives but rather through or with the County Representative. Field survey control, if required by the CITY, for the CITY's Utility Work will be furnished to the COUNTY by the CITY.

4. The COUNTY will provide overall supervision to assure the JOINT PROJECT is constructed in compliance with the drawings and specifications.

5. The COUNTY shall receive all bids and let the contract for both the CITY's Utility Work and the COUNTY's Stormwater and Road Work concurrently, and the cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY shall base the award on the lowest responsive and responsible bid for the COUNTY's Stormwater and Road Work. The COUNTY shall not award the JOINT PROJECT contract without prior review and approval by the CITY of the CITY's Utility Work portion of the bid and issuance of a CITY purchase order.

6. If any adjustments, relocations, repair and incidentals are required to be made to the CITY facilities resulting from this JOINT PROJECT, not included in the agreement, they shall be the sole responsibility of the CITY and must be accomplished by written change order. All such work is to be coordinated with the construction of the COUNTY's Stormwater and Road Work and in a manner that will not cause inordinate delay or expense to the road contractor.

7. All services and work under the construction contract shall be performed to the satisfaction of

the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract for the CITY's Utility Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final and conclusive upon the contractor.

8. The CITY warrants that sufficient funds to cover the CITY's Utility Work will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the cost of the CITY's Utility Work. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's Utility Work prior to the award of a contract for the JOINT PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the CITY's Utility Work to the CITY monthly as the Utility Work is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice in the amount shown on the invoice. All invoices shall be sent to:

**City of Deltona
Gerald Chancellor
City Engineer
2345 Providence Boulevard
Deltona, FL 32725**

9. Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY utility facilities involved, according to the terms of the standard use permit required by the COUNTY ordinance for occupancy of public rights-of-way. The CITY agrees that it will 1) maintain and keep in

good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY road, 2) comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking, and 3) conform with the regulations of the COUNTY pertaining thereto.

10. The salvage value of any materials related to the CITY's Utility Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

11. The CITY covenants and agrees that it shall indemnify and hold the COUNTY harmless, as well as all of the COUNTY's Council members, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the CITY during the performance of the contract, whether direct or indirect and whether to any person or property to which the COUNTY or said parties may be subject. The CITY's obligation to indemnify for tort claims shall be subject to the limitations set forth in Section 768.28(5), Florida Statutes. In the event that a claim is made or a lawsuit is filed on the JOINT PROJECT contract against the COUNTY arising from the CITY's Utility Work, the utility plans, specifications, drawings or utility work bid documents, the CITY shall defend such action and pay all costs and fees associated with such defense including all litigation related costs, attorney's fees, any judgment or settlement, any mediation and any expert or consultant fees.

12. The COUNTY covenants and agrees that it shall indemnify and hold the CITY harmless, as well as all of the CITY's Commission members, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the COUNTY during performance of the contract, whether direct or indirect and whether to any person or property to which the CITY or said parties may be subject. The COUNTY's obligation to indemnify for tort claims shall be subject to the limitations set forth in Section 768.28(5), Florida Statutes. In the event that a claim is

made or a lawsuit is filed on the JOINT PROJECT contract against the CITY arising from the COUNTY's Stormwater and Road Work including specifications, drawings and bid documents, the COUNTY shall defend such action and pay all costs and fees associated with such defense including all litigation related costs, attorney's fees, any judgment or settlement, any mediation and any expert or consultant fees.

13. Upon final completion of all work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

14. This agreement, together with the schedules indentified above, constitutes the entire agreement between the COUNTY and the CITY, and supersedes all prior written or oral understandings. This JOINT PROJECT agreement and schedules may be amended, modified or cancelled only by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELTONA, FLORIDA

JOYCE KENT
CITY CLERK

BY: _____
JOHN C. MASIARCZYK, SR, MAYOR
CITY OF DELTONA

DATE: _____

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

JAMES T. DINNEEN,
COUNTY MANAGER

BY: _____
JASON P. DAVIS, CHAIR
COUNTY COUNCIL

DATE: _____

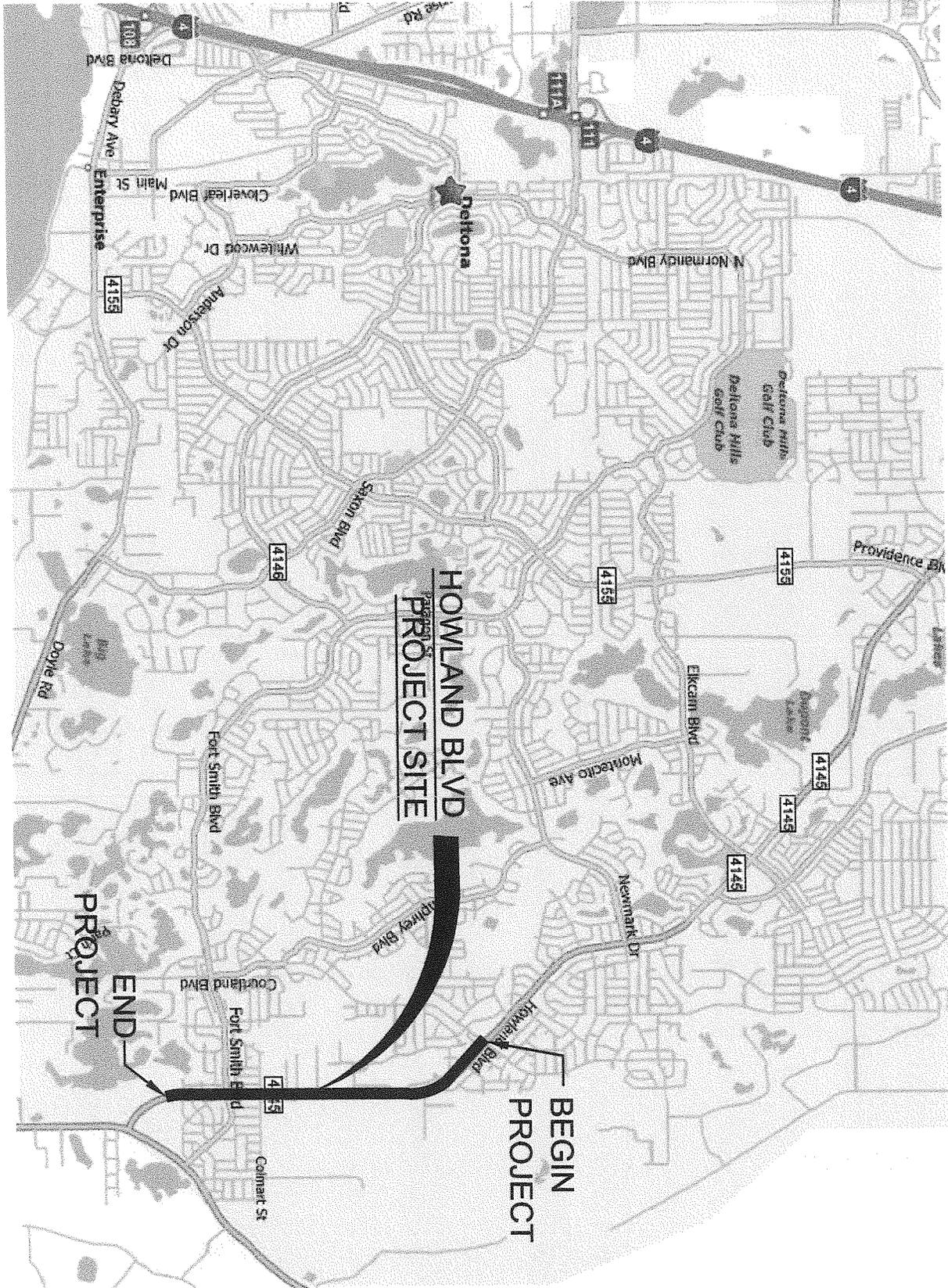
Approved as to form
and correctness:

JAMIE SEAMAN
DEPUTY COUNTY ATTORNEY

GRETCHEN VOSE
CITY ATTORNEY

Item 10B

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**JOINT PROJECT AGREEMENT FOR
UTILITY ADJUSTMENT AND ROAD CONSTRUCTION
CONCERNING HOWLAND BOULEVARD WIDENING**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF VOLUSIA, FLORIDA, hereinafter referred to as the "COUNTY," and the CITY OF DELTONA, FLORIDA, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of Howland Boulevard from Courtland Boulevard to north of SR415 designated by the COUNTY as Project # 5239 which is described hereafter as "COUNTY's Road Work"; and

WHEREAS, at the CITY's request the COUNTY prepared design drawings and specifications incorporating approximately eleven hundred feet of widening of Fort Smith Boulevard, described hereafter as the "CITY's Road Work", into the COUNTY's Road Work and the CITY desires to reimburse the COUNTY for said design work; and

WHEREAS, the CITY desires to make adjustments to utility lines within the right of way of the COUNTY's Road Work; and

WHEREAS, the CITY has prepared, at its expense, design drawings and specifications for said utility work which are described hereafter as the "CITY's Utility Work"; and

WHEREAS, the CITY has furnished the COUNTY with a complete set of design drawings and specifications including a "summary of quantities" sheet covering all construction requirements of the CITY's Utility Work; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the

best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT AGREEMENT providing for construction of the COUNTY's Road Work, the CITY's Road Work and the CITY's Utility Work to be combined into one "JOINT PROJECT"; and

WHEREAS, the CITY has expressed its willingness to assume all costs incurred for the CITY's Road Work and the CITY's Utility Work and has requested that the COUNTY include in the JOINT PROJECT certain design drawings and specifications to meet the CITY's needs; and

WHEREAS, the term "costs incurred for the CITY's Road Work and the CITY's Utility Work" includes the entire amount to be paid by the CITY properly attributed to such road and utility work;

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the parties contained herein and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and agree as follows:

1. The COUNTY and the CITY shall participate in a JOINT PROJECT in order to complete the COUNTY's Road Work, the CITY's Road Work and the CITY's Utility Work within the limits of the JOINT PROJECT as included in the CITY's and the COUNTY's design drawings and specifications.
2. All of the CITY's Road Work and the CITY'S Utility Work on the JOINT PROJECT are to be done according to design drawings and specifications as reviewed and approved by the CITY. The CITY will be responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and will also be responsible for any changes in the CITY's design drawings made necessary by errors or omissions in the information as furnished by the CITY. The COUNTY will be responsible for the accuracy of the

information supplied to the CITY for use in the drawings preparation.

3. The CITY shall provide the services of one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. The cost of all of the CITY's Utility Work and testing required for the CITY's Utility Work, including but not limited to soil density and compaction testing, will be borne by the CITY. The CITY's technician will furnish the County Engineer or other duly appointed County Representative with daily progress reports for diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction will be reported to the County Engineer or other duly appointed County Representative, and the COUNTY will maintain all necessary controls relative to the quality of construction. The CITY's technician shall not deal directly with the contractor's field representatives but rather through or with the County Representative. Field survey control, if required by the CITY for the CITY's Utility Work, will be furnished to the CITY by the COUNTY.

4. The COUNTY will provide overall supervision to assure the JOINT PROJECT is constructed in compliance with the drawings and specifications.

5. The COUNTY shall receive all bids and let the contract concurrently for the CITY's Utility Work, the CITY's Road Work and the COUNTY's Road Work, and the cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY shall base the award on the lowest responsive and responsible bid for the COUNTY's Road Work. The COUNTY shall not award the JOINT PROJECT without prior review by the CITY of the CITY's Utility Work and the CITY's Road Work portion of the bid and issuance of a CITY purchase order.

6. If any adjustments, relocations, repair and incidentals are required to be made to the CITY facilities resulting from this JOINT PROJECT, not included in the agreement, they shall be the sole responsibility of the CITY and must be accomplished by written change

order to the CITY's Utility Work or the CITY's Road Work. All such work shall be coordinated with the construction of the COUNTY's Road Work and in a manner that will not cause inordinate delay or expense to the road contractor.

7. All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract for CITY'S Utility Work and the CITY's Road Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

8. The CITY warrants that sufficient funds to cover the CITY's Utility Work and the CITY's Road Work will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the cost of the CITY's Utility Work and the CITY's Road Work. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's Utility Work and the CITY's Road Work prior to the award of a contract for the JOINT PROJECT. The aforementioned purchase order shall also include an amount of \$38,550.88 for reimbursement of the costs for the COUNTY's preparation of design drawings and specifications for widening of Fort Smith Boulevard referred to as the "CITY's Road Work". The COUNTY will prepare and deliver an invoice for the cost of the CITY's Utility Work and the CITY's Road Work to the CITY monthly as the CITY's work is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to:

**City of Deltona
Gerald Chancellor
City Engineer
2345 Providence Boulevard
Deltona, FL 32725**

9. Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY utility facilities involved, according to the terms of the standard use permit required by the COUNTY ordinance for occupancy of public rights of way. The CITY agrees that it will 1) maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right of way of the COUNTY road, 2) comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking and 3) conform with the regulations of the COUNTY pertaining thereto.

10. The salvage value of any materials related to the CITY's Utility Work and the CITY's Road Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

11. The CITY covenants and agrees that it shall indemnify and hold the COUNTY harmless, as well as all of the COUNTY's Council members, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the CITY during the performance of the contract, whether direct or indirect and whether to any person or property to which the COUNTY or said parties may be subject. The CITY's obligation to indemnify for tort claims shall be subject to the limitation set forth in Section 768.28(5), Florida Statutes. In the event that a claim is made or a lawsuit is filed on the JOINT PROJECT contract against the COUNTY arising from the CITY's Road Work or the CITY's Utility Work, the utility plans, specifications, drawings or utility work bid documents, the CITY shall defend such action and pay all costs and fees associated with such

Item 10B

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defense including all litigation related costs, attorney's fees, any judgment or settlement, any mediation and any expert or consultant fees.

12. The COUNTY covenants and agrees that it shall indemnify and hold the CITY harmless, as well as all of the CITY's Commission members, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the COUNTY during performance of the contract, whether direct or indirect and whether to any person or property to which the CITY or said parties may be subject. The COUNTY's obligation to indemnify for tort claims shall be subject to the limitation set forth in Section 768.28(5), Florida Statutes. In the event that a claim is made or a lawsuit is filed on the JOINT PROJECT contract against the CITY arising from the COUNTY's Road Work including specifications, drawings and bid documents, the COUNTY shall defend such action and pay all costs and fees associated with such defense including all litigation related costs, attorney's fees, any judgment or settlement, any mediation and any expert or consultant fees.

13. Upon final completion of all work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work and the CITY's Road Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse

the COUNTY, within ten (10) business days the amount of such cost.

14. This agreement, together with the schedules indentified above, constitutes the entire agreement between the COUNTY and the CITY, and supersedes all prior written or oral understandings. This JOINT PROJECT agreement and schedules may only be amended, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELTONA, FLORIDA

JOYCE KENT
CITY CLERK

BY: _____
JOHN C. MASIARCZYK, SR, MAYOR
CITY OF DELTONA

DATE: _____

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

JAMES T. DINNEEN,
COUNTY MANAGER

BY: _____
JASON P. DAVIS, CHAIR
COUNTY COUNCIL

DATE: _____

Approved as to form
and correctness:

JAMIE SEAMAN
DEPUTY COUNTY ATTORNEY

GRETCHEN VOSE
CITY ATTORNEY

Item 10B

410



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 10/7/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - C
SUBJECT: Request for approval of Meadowlark Drive Right-of-Way Dedication

LOCATION:

That portion of Meadowlark Drive right-of-way extending approximately 510 feet north of Baton Drive.

BACKGROUND:

The subject tract is a portion of the Meadowlark Drive right-of-way located north of Baton Drive that includes an existing street and stormwater system that is designed only to serve this roadway facility. This portion of Meadowlark Drive extends approximately 510 feet north of Baton Drive to a dead-end terminus and is designed to eventually provide access to undeveloped residentially zoned and planned property to the north.

The owner of the property to the north, SP Residential Land, LLC, is the owner of the subject right-of-way proposed for this dedication. Meadowlark Drive also provides access to Spirit Elementary School and Lake Baton Estates subdivision. On June 11, 2013, the Volusia County School Board approved Resolution No. 2013-17 that canceled their 2006 agreement with the current owner of the right-of-way for access to Spirit Elementary School, contingent upon dedication and conveyance of the subject tract to the City of Deltona at no cost to the City. The City Engineer is prepared to accept this right-of-way dedication and the perpetual maintenance of the infrastructure improvements on behalf of the City.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Planning Director

**STAFF
RECOMMENDATION
PRESENTED BY:**

Presented by: Chris Bowley, AICP, Director of Planning and Development Services. Staff recommends that the City Commission approve the dedication of that portion of Meadowlark Drive right-of-way, extending approximately 510 north of Baton Drive, and the associated Special Warranty Deed.

**POTENTIAL
MOTION:**

"I hereby move to approve the dedication of that portion of Meadowlark Drive right-of-way, extending approximately 510 north of Baton Drive, and the associated Special Warranty Deed."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Letter from Applicant 091413
- Special Warranty Deed 091213
- Meadowlark Drive Title Commitment 020313
- School Board Res. No. 2013-17



September 14, 2013

Becky Vose
City of Deltona
City Attorney
255 Enterprise Road
Deltona, FL 32725
BVose@deltonafl.gov

RE: Subdivision of Parcel ID # 8120-00-00-0041

Dear Becky:

Please accept this letter as a guarantee that D.R. Horton, Inc. will be responsible and will pay all Real Estate Taxes due for the parcel that will be deeded to the City of Deltona shown on the legal description and sketch shown in Exhibit A. All real estate taxes that are to be payable after the date of the City of Deltona taking ownership to the parcel shown on Exhibit A are not the responsibility of D.R. Horton.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wallace Inghram', followed by a long horizontal line extending to the right.

Wallace Inghram
Asst. Sec.

Item 10C

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DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 20, THENCE ALONG THE SOUTH LINE OF SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 20 SOUTH 88°59'32" WEST, A DISTANCE OF 180.00 FEET; THENCE DEPARTING THE SOUTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 20 NORTH 01°03'07" WEST, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,145.00 FEET, A CENTRAL ANGLE OF 08°47'51" AND A CHORD DISTANCE OF 175.64 FEET WHICH BEARS NORTH 05°27'02" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 175.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,195.00 FEET, A CENTRAL ANGLE OF 08°47'51" AND A CHORD DISTANCE OF 183.31 FEET WHICH BEARS NORTH 05°27'03" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.49 FEET; THENCE NORTH 01°03'07" WEST, A DISTANCE OF 145.59 FEET; THENCE NORTH 89°55'31" EAST, A DISTANCE OF 140.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 669.06 FEET, A CENTRAL ANGLE OF 14°21'25" AND A CHORD DISTANCE OF 167.21 FEET WHICH BEARS SOUTH 07°13'51" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.65 FEET; THENCE SOUTH 00°03'28" EAST, A DISTANCE OF 139.93 FEET; THENCE NORTH 89°56'32" EAST, A DISTANCE OF 55.04 FEET TO A POINT ON THE EAST LINE OF SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SOUTHWEST 1/4 OF SAID SECTION 20 SOUTH 00°04'29" EAST, A DISTANCE OF 204.20 FEET TO THE POINT OF BEGINNING. CONTAINING 1.96 ACRES (85,302 SQUARE FEET), MORE OR LESS.

In accordance with CH-5J-17 of the Florida Administrative Code, this Description and Sketch of Description bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SOUTHWEST 1/4 OF SECTION 20-18-31, AS BEING 88°59'32"W. ASSUMED.

SKETCH OF DESCRIPTION

CF
PORTION OF SW 1/4
SECTION 20-18-31
VOLUSIA COUNTY, FLORIDA

DATE: 3-28-13
SCALE: N/A
APPROVED BY: DWD
DRAWN BY: GHF
JOB NO. 303\LAKE BATON.dwg

REVISED:
BNDRY 4-1-13



AMERICAN SURVEYING & MAPPING INC.

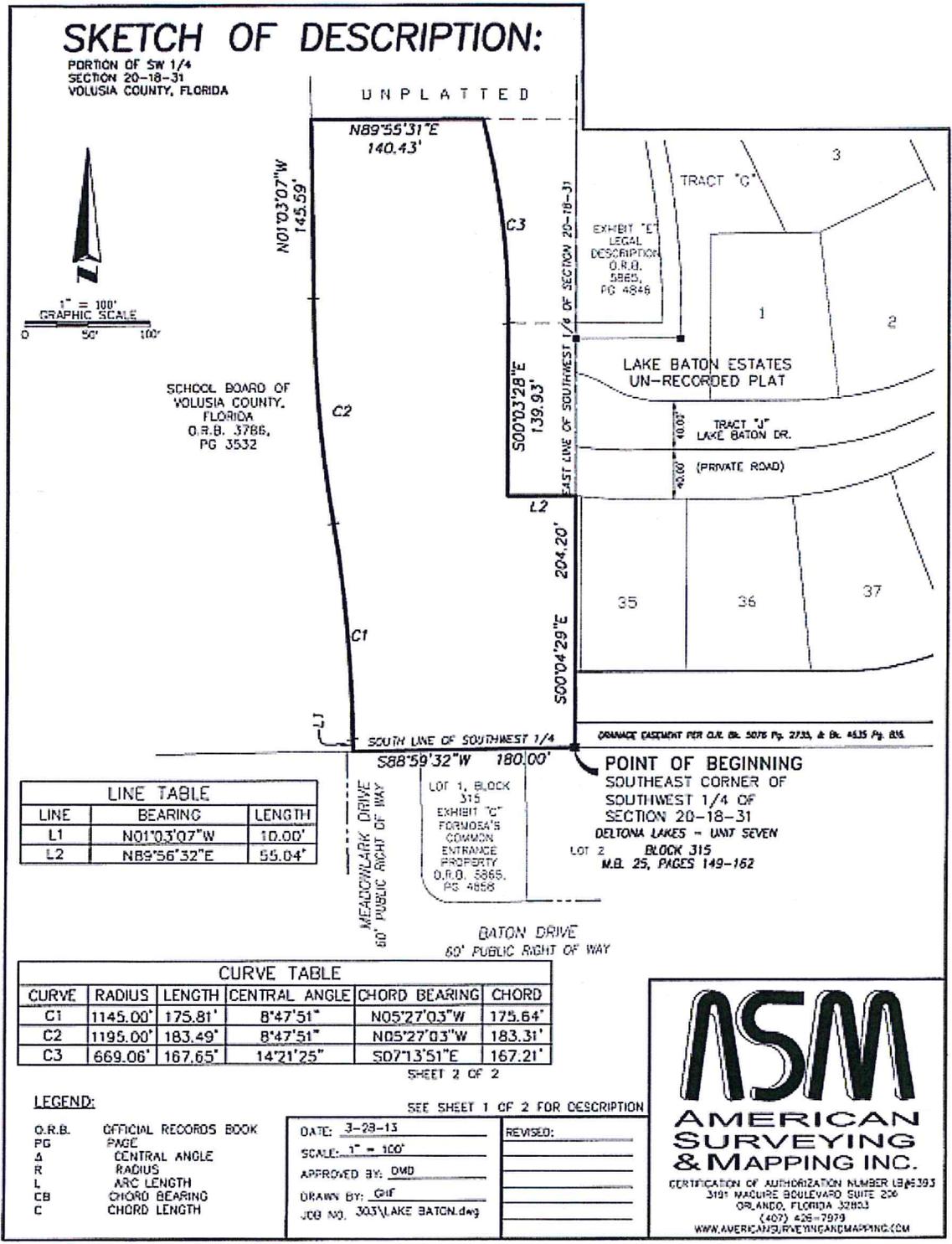
CERTIFICATION OF AUTHORIZATION NUMBER LB06393
3121 MAGUIRE BOULEVARD SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

David M. DeFilippo
DAVID M. DEFILIPPO, PSM 85038
DATE: April 1, 2013

Item 10C

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Prepared by and
 Must Be Returned to:
 J. Andrew Hagan, Esquire
 2379 Beville Road
 Daytona Beach, Florida 32119

Property Appraisers Parcel I.D. (Folio) Number(s): portion of 8120-00-00-0041

SPECIAL WARRANTY DEED
 (CORPORATE)

This Special Warranty Deed Made the 12th day of September, 2013, by SP Residential Land, LLC, a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, hereinafter called the Grantor, to City of Deltona, whose post office address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the Grantee,

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situate in Volusia County, Florida, via:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

GRANTOR WILL WARRANT and forever defend the right and title to the above-described real property unto the Grantee against the claims of all persons, claiming by, through or under Grantor, but not otherwise.

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

SP RESIDENTIAL LAND, LLC, a Florida limited liability company

Witness Signature: *Teri L. Hansen*
Printed Name: TERI L. HANSEN

By: *Charlene B. Irland*
Printed Name: Charlene B. Irland
Its: Vice President *W*

Witness Signature: *Joanne Schmeder*
Printed Name: JOANNE SCHMEDEK

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of September, 2013 by Charlene B. Irland, **Vice President** of SP RESIDENTIAL LAND, LLC, a Florida limited liability company, on behalf of the corporation. who is personally known to me or who has produced _____ as identification.

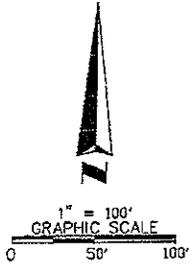


Teri L. Hansen
Notary Public, State of Florida
Printed Name: TERI L. HANSEN
My Commission Expires: May 3, 2016
(NOTARY SEAL)

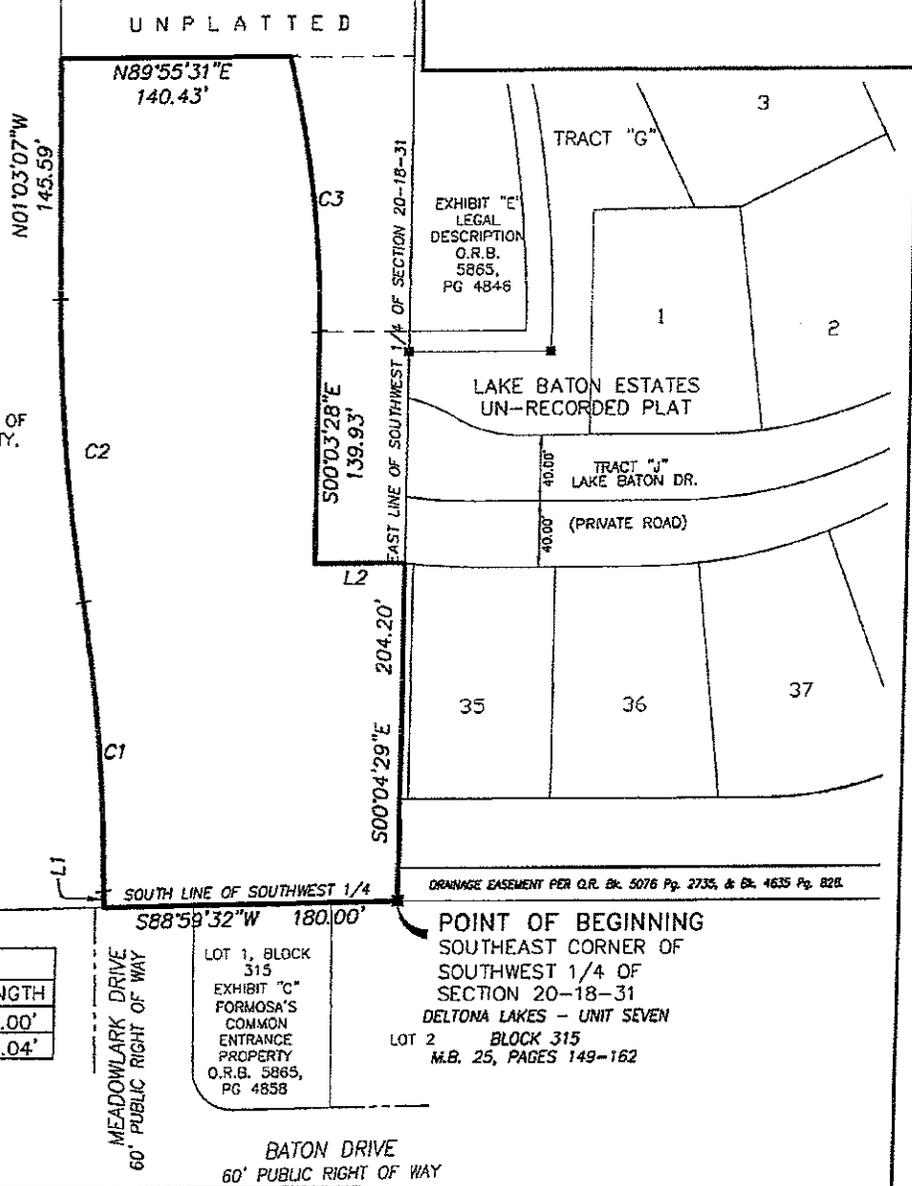
Exhibit "A"

SKETCH OF DESCRIPTION:

PORTION OF SW 1/4
SECTION 20-18-31
VOLUSIA COUNTY, FLORIDA



SCHOOL BOARD OF
VOLUSIA COUNTY,
FLORIDA
O.R.B. 3786,
PG 3532



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°03'07"W	10.00'
L2	N89°56'32"E	55.04'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	1145.00'	175.81'	8°47'51"	N05°27'03"W	175.64'
C2	1195.00'	183.49'	8°47'51"	N05°27'03"W	183.31'
C3	669.06'	167.65'	14°21'25"	S07°13'51"E	167.21'

SHEET 2 OF 2

LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- PG PAGE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- C CHORD LENGTH

SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 3-28-13	REVISED:
SCALE: 1" = 100'	
APPROVED BY: DMD	
DRAWN BY: GHF	
JOB NO. 303\LAKE BATON.dwg	

ASAM
AMERICAN
SURVEYING
& MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAQUIRE BOULEVARD SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

Exhibit "A"
Continued

DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SEE SHEET 2 OF 2 FOR SKETCH

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SKETCH OF DESCRIPTION
OF
PORTION OF SW 1/4
SECTION 20-18-31
VOLUSIA COUNTY, FLORIDA



AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD SUITE 200
ORLANDO, FLORIDA 32803
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WWW.AMERICANSURVEYINGANDMAPPING.COM

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4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

DATE: 3-28-13
SCALE: N/A
APPROVED BY: DMD
DRAWN BY: GHF
JOB NO. 303\LAKE BATON.dwg

REVISED:
BNDRY 4-1-13

David M. DeFilippo
DAVID M. DEFILIPPO, PPSM #5038
DATE: April 1, 2013

FATIC-217P
ALTA COMMITMENT 1982



TITLE INSURANCE COMMITMENT



ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY

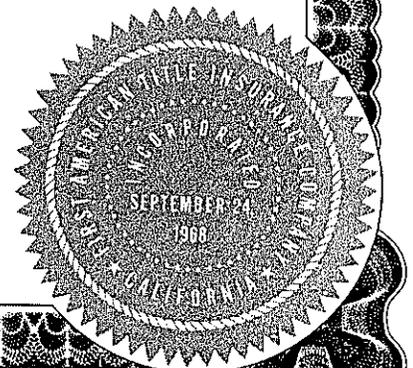
Gary L. Keruett

PRESIDENT

ATTEST

Mark A. Arnold

SECRETARY



 <p>First American Title</p> <p>Schedule A</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>5011612 - 2037-2681102</p>
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Agent File Number: **CM-12-3660**
FAST File Number: 2037-2681102

1. Effective Date: February 03, 2012 @ 8:00 A.M.
2. Policy or Policies to be issued: Proposed Amount of Insurance:
 - a. Owner's Policy (Identify form used)
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) **\$TBD**

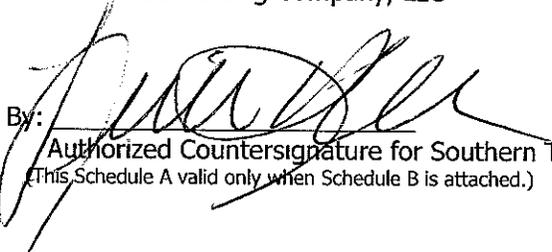
Proposed Insured: **CITY OF DELTONA, A FLORIDA MUNICIPAL CORPORATION**
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple (Identify estate covered, i.e. Fee, Leasehold, etc.)
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

SP RESIDENTIAL LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

Southern Title Holding Company, LLC

By: 

Authorized Countersignature for Southern Title Holding Company, LLC
(This Schedule A valid only when Schedule B is attached.)

	<p><i>First American Title</i></p>	<p>ISSUED BY First American Title Insurance Company</p>
<p>Exhibit A</p>		

Agent File Number: **CM-12-3660**

FAST File Number: 2037-2681102

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 18, SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 20, THENCE N 00° 04' 29"W ALONG THE EASTERLY LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 510.00 FEET; THENCE S 89° 55' 31" W, A DISTANCE OF 210.00 FEET; THENCE S 00° 04' 29" E ALONG A LINE 210.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID EASTERLY LINE, A DISTANCE OF 513.42 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF AFORESAID SOUTHWEST ONE-QUARTER; THENCE N 88° 59' 32" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 210.03 FEET TO THE POINT OF BEGINNING.

 <p>First American Title</p> <p>Schedule BI</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>5011612 - 2037-2681102</p>
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Agent File Number: **CM-12-3660**

FAST File Number: 2037-2681102

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from SP Residential Land, LLC, a Florida limited liability company, to City of Deltona, a Florida municipal corporation. In connection with said deed, we will further require regarding the grantor:
 - i) Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii) That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to

 <p>Exhibit BI, continued</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>5011612 - 2037-2681102</p>
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Agent File Number: **CM-12-3660**

FAST File Number: 2037-2681102

have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

- vi) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
 6. Note: 2011 ad valorem taxes show **PAID** in the gross amount of \$7,828.31 for Tax Identification No. 8120-00-00-0041. Assessed Value: \$272, 946.00 (including additional lands)

END OF SCHEDULE B-I



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-2681102

Schedule BII

Agent File Number: **CM-12-3660**

FAST File Number: 2037-2681102

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
9. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

END OF SCHEDULE BII

RESOLUTION 2013-17

A RESOLUTION PURSUANT TO FLORIDA STATUTES, CHAPTER 1013.28(1),
DECLARING CERTAIN PROPERTY AS UNNECESSARY FOR VOLUSIA COUNTY
SCHOOL DISTRICT PURPOSES SUBJECT TO SPECIFIC CONDITIONS.

WHEREAS, The School Board of Volusia County (BOARD) has an easement interest in
property known as Meadowlark Drive as provided in OR 3816 PG 4898; and

WHEREAS, the BOARD constructed a portion of Meadowlark Drive in order to provide
access to Spirit Elementary in Deltona, Florida; and

WHEREAS, since the construction and opening of Spirit Elementary, adjacent property
has been developed for residential purposes; and

WHEREAS, the BOARD entered into that Amended and Restated Agreement June 13,
2006 as found in OR 5865 PG 4846; and

WHEREAS, in the Amended and Restated Agreement the BOARD agreed to relinquish
its subordinate interest in that certain easement subject to the dedication and conveyance of all
necessary property for public right of way purposes; and

WHEREAS, the responsible parties are now ready to dedicate the property for public
right of way purposes; and

WHEREAS, the City of Deltona is prepared to accept the property and maintain it for
public right of way purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF
VOLUSIA COUNTY, FLORIDA, AT A REGULAR SESSION HELD THIS 11TH DAY
OF JUNE, A.D., 2013, AT DELAND, FLORIDA AS FOLLOWS:**

Section 1. That, pursuant to Chapter 1013.28(1) Florida Statutes, the described real
property, as attached in Exhibit A, is, and the same are, hereby declared to be unnecessary solely
for Volusia County School District purposes.

Section 2. That, pursuant to Chapter 1013.28(1) Florida Statutes, the said BOARD
shall proceed to relinquish its subordinate easement interest contingent upon the conveyance of
all necessary property to the City of Deltona for public right of way purposes.

PASSED AND ADOPTED this 11th day of June A. D., 2013

THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

BY: 
Diane J. Smith, Chairman

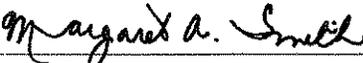
ATTEST: 
Margaret A. Smith, D.Ed., Secretary

EXHIBIT A

That part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 18 South, Range 31 East, Volusia County, Florida, described as follows: Commencing at the South 1/4 corner of said Section 20, run thence S88°54'34"W along the south line thereof a distance of 180.00 feet to the Point of Beginning; thence N01°08'05"W a distance of 10.00 feet to the Point of Curvature of a curve concave to the west having a central angle of 08°57'41" and a radius of 1145.00 feet; thence run northwesterly along the arc of said curve a distance of 175.81 feet to the Point of Reverse Curvature of a curve concave to the east having a central angle of 08°57'41" and a radius of 1195.00 feet; thence run northeasterly along the arc of said curve a distance of 183.49 feet to the Point of Tangency thereof; thence N01°08'05"W a distance of 132.11 feet; thence N88°51'55"E a distance of 50.00 feet; thence S01°08'05"E a distance of 132.11 feet to the Point of Curvature of a curve concave to the east having a central angle of 08°57'41" and a radius of 1145.00 feet; thence run southeasterly along the arc of said curve a distance of 175.81 feet to the Point of Reverse Curvature of a curve concave to the west having a central angle of 08°57'41" and a radius of 1195.00 feet; thence run southwesterly

along the arc of said curve a distance of 183.49 feet to the Point of Tangency thereof; thence S01°08'05"E a distance of 10.04 feet to the south line of the Southwest 1/4 of said Section 20; thence S88°54'34"W along said south line a distance of 53.00 feet to the Point of Beginning; containing 0.576 acres, more or less.

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