



City of Deltona

REGULAR CITY COMMISSION MEETING
MONDAY, NOVEMBER 18, 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 Commissioner Herzberg - Nick Pizza, from Nick Pizza Incorporated.**
- 4. APPROVAL OF MINUTES & AGENDA:**
 - A. Approval of Minutes - Regular City Commission Meeting of November 4, 2013.**
 - B. Additions or Deletions to Agenda.**
- 5. PRESENTATIONS/AWARDS/REPORT:**
 - A. Certificate of Recognition - City of Deltona for StormReady Community Recognition.**
 - B. Proclamation - National Hospice/Palliative Care Month, November 2013.**

**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 of Final Budget Amendment/Transfer for FY 2012 / 2013**
- *B. Request for approval to piggyback Volusia County's Price Agreement with Ferguson Waterworks for drainage materials and supplies - Stormwater Division.**
- *C. Request for approval to piggyback the City of Cocoa's pricing agreement with Flowers Chemical Lab for Laboratory Services.**
- *D. Request for approval of RFP#14002 for General Contractors for the NSP 1 and 3 Programs.**

8. ORDINANCES AND PUBLIC HEARINGS:

- A. Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD (RZ13-006/Applicant: Goodwill Industries), at second and final reading.**
- B. Public Hearing - Ordinance No. 16-2013, Amending Section 46-26, Definitions; Amending Section 46-27, Participation – Conditions of Eligibility; Amending Section 46-29, Finances and Fund Management; Amending Section 46-34, Preretirement Death; and Amending Section 46-43, Maximum Pension.**

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 Reclaimed Water Pumping and Storage Expansion project.**
- B. Selection of Vice Mayor.**

11. CITY ATTORNEY COMMENTS:

12. CITY MANAGER COMMENTS:

13. CITY COMMISSION 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:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Commissioner Herzberg - Nick Pizza, from Nick Pizza Incorporated.

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:	<hr/> William D. Denny, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of November 4, 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 November 4, 2013.
POTENTIAL MOTION:	"To approve the minutes of the Regular City Commission Meeting of November 4, 2013."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Minutes of November 4, 2013

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, NOVEMBER 4, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, November 4, 2013 at the
2 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: Public Works/Deltona Water Director Gerald Chancellor; Planning and Development
22 Services Director Chris Bowley; Parks and Recreation Director Steve Moore; Building and
23 Enforcement Services Director/Acting Deputy City Manager Dale Baker; and Deputy Chief Robert
24 Rogers.

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

27
28 Invocation Presented by Commissioner Barnaby.

29
30 The National Anthem was sung by the Pine Ridge Chorus from Pine Ridge High School, Deltona.

31
32 **4. APPROVAL OF MINUTES & AGENDA:**

33
34 **A. Minutes:**

35
36 **1. Approval of Minutes – Regular City Commission Meeting of October 21, 2013.**

37
38 **Motion by Commissioner Herzberg, seconded by Commissioner Schleicher to approve the**
39 **minutes of the Regular City Commission Meeting of October 21, 2013.**

40
41 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
42 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
43 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

44
45 **B. Additions or Deletions to Agenda:**

46
47 Acting City Manager Dave Denny pulled Item 8 - D, Resolution No. 2013-13, The 2012 Emergency
48 Solutions Grant Award to assist in Homelessness Prevention and there was no objection from the
49 Commission.

1
2 Vice Mayor Denizac stated that she would discuss the Waverly Media Sign Company contract during
3 her portion of the Commission Comments.

4
5 **5. PRESENTATIONS/AWARDS/REPORTS:**

6
7 **A. Presentation – Super Star Student of the Month Certificates for October, 2013.**

8
9 The Commission presented Super Star Students of the Month certificates for October, 2013.

10
11 **B. Presentation - Quarterly Reports of City Advisory Boards/Committees.**

12
13 Written Third Quarter Report was submitted from the Planning and Zoning Board and Deltona
14 Economic Development Advisory Board (DEDAB) Vice Chair Rick Demeter presented the Third
15 Quarter Reports for DEDAB and its Sub-Committees.

16
17 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

18
19 a) Sherri Emery and Riley Whittaker, 306 North Volusia Avenue, spoke regarding the newly
20 formed local nonprofit organization called Destination Campfire Incorporated, its purpose being to
21 provide scholarships for children to attend summer camp whose families cannot afford the camp fees,
22 the Drama teacher at Deltona High School pledging to donate one (1) dollar from each ticket sold to
23 Destination Campfire Inc. from the High Schools play “The Hamlet Thrill-Ma-Geddon” held this
24 upcoming weekend, and she invited the Commission to attend.

25
26 Mayor Masiarczyk replied that the Commission has all received an invitation and he asked Commission
27 members to RSVP to the Mayor and Commission’s Administrative Assistant.

28
29 b) Michael Williams, 2889 Cottageville Street, stated that Commissioner Herzberg has agreed to
30 be the Mistress of Ceremonies for the 2014 Martin Luther King (MLK) celebration, he invited the
31 Commission to purchase tickets and attend, he thanked the Commission for the annual Martin Luther
32 King Proclamation, the MLK school students contest awards ceremony being held during the event, the
33 breakfast guest speaker being Bethune-Cookman graduate Joshua Williams, and the theme for this
34 year’s celebration is “Dreaming of a Better America for Everyone”. He also discussed the
35 Neighborhood Stabilization Program (NSP) homes that are for sale in Deltona and he encouraged the
36 Commission to reach out to their constituents to let them know about homes in Deltona that are
37 available through NSP.

38
39 Mayor Masiarczyk recognized Orange City Seat 2 Commissioner Ron Saylor and he thanked him for
40 attending the meeting.

41
42 **7. CONSENT AGENDA:**

43
44 Mayor Masiarczyk read the title of each item on the Consent Agenda.

45
46 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

47
48 **Motion by Commissioner Barnaby, seconded by Commissioner Herzberg to approve Consent**
49 **Agenda Items 7-A through 7-D.**

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

5
 6 ***A. Request for approval to piggyback Clay County Contract #08/09-3 to resurface the**
 7 **splash pad at Wes Crile Park.**

8
 9 **Approved by Consent Agenda – to approve Piggybacking Clay County contract #08/09-3 with**
 10 **Rep Services Inc., to install a new Splash Pad surface at Wes Crile Park at a total cost of**
 11 **\$31,363.53.**

12
 13 ***B. Request for approval to piggyback U.S. Communities/County of Los Angeles contract**
 14 **with Graybar Electric for electrical supplies.**

15
 16 **Approved by Consent Agenda – to approve piggybacking the County of Los Angeles contract**
 17 **#MA-IS-1340234-4 with Graybar Electric Company for as needed electrical supplies for an**
 18 **initial period through September 30, 2014 and renewing annually if funding is appropriated**
 19 **for each renewal period in accordance with the County of Los Angeles contract.**

20
 21 ***C. Request for approval to piggyback the Florida Sheriff’s Association Bid #13-21-0904**
 22 **for the purchase of six trucks.**

23
 24 **Approved by Consent Agenda – to approve piggybacking the Florida Sheriff’s Association Bid**
 25 **#13-21-0904 for the purchase of six trucks from the dealerships as listed in the bid at a total cost**
 26 **of \$150,662.**

27
 28 ***D. Request for approval to piggyback the Orange City agreement with Exum for the**
 29 **purchase of fuel.**

30
 31 **Approved by Consent Agenda – to approve ratification for purchase from Exum Energy in fiscal**
 32 **year 2013-2014 for the purchase of fuel and approval to use Exum Energy piggybacking the**
 33 **Orange City agreement for an amount not to exceed budgeted funding for fuel purchases.**

34
 35 **8. ORDINANCES AND PUBLIC HEARINGS:**

36
 37 **A. Public Hearing - Live Oak Phase II Final Plat Application (FP 13-001) to create Lots**
 38 **73, 74, and 75.**

39
 40 **Motion by Commissioner Barnaby, seconded by Commissioner Herzberg to approve the Live**
 41 **Oak Estates Phase II Final Plat (FP 13-001) to create Lots 73, 74, and 75 within the Live Oak**
 42 **Estates subdivision.**

43
 44 **Mayor Masiarczyk opened and closed the public hearing as there were no public comments.**

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

1
2 **B. Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD**
3 **(RZ 13-006), at first reading.**
4

5 Mayor Masiarczyk asked if Goodwill Industries was purchasing or leasing property from the site
6 owner, and Ms. Shannon Hoagland, Hoagland Law, PLL, attorney for the Goodwill Industries of
7 Central Florida replied that they would be leasing the property and that property taxes would remain
8 in effect.
9

10 Mayor Masiarczyk stated he had a concern about the potential for situations that could occur after
11 hours at donation centers and he asked what Goodwill's plan was to prevent after hour drop offs.
12 Ms. Hoagland replied the store has extended hours for drop off, the site will have video cameras in
13 place, and if a problem were to persist that Goodwill could have the site monitored.
14

15 Commissioner Herzberg stated she would much rather have an attended collection center as
16 compared to unattended drop boxes.
17

18 **Motion by Commissioner Herzberg, seconded by Commissioner Nabicht to approve**
19 **Ordinance No. 15-2013, to include the Conditions of Approval listed in the staff report, at first**
20 **reading and to schedule second and final reading for November 18, 2013.**
21

22 Ms. Hoagland asked for a change to the first provision of the Amendment agreement where it states
23 "will accept only non-perishable household goods from individual residents", and she asked that the
24 provision be changed to read "...goods from individuals". Mayor Masiarczyk suggested changing the
25 provision to read "...goods from area residents".
26

27 **After discussion, the Commission concurred to change the provision to say "...goods from area**
28 **residents".**
29

30 Commissioner Barnaby asked about Goodwill's programs or donations to help the homeless and
31 needy in the area, he asked if Goodwill would be partnering with the City to assist those in need, and
32 if Goodwill could make a commitment to assist residents and programs that assist the needy. Ms.
33 Hoagland replied she could not make a financial commitment for Goodwill Industries, but that last
34 year it serviced 25 thousand people looking for jobs that were homeless or near homeless, and she
35 would get the City in touch with the right department at Goodwill Industries.
36

37 Mayor Masiarczyk asked Ms. Hoagland to request Goodwill send a representative to brief the
38 Commission on Goodwill's plan for the donation center and what it does in the area for the needy.
39

40 Vice Mayor Denizac stated the only way she could vote for the motion is if Goodwill's attorney
41 could guarantee that the location would not have a trashy appearance, and Ms. Hoagland replied she
42 could make that guarantee, Goodwill is not affiliated with the drop-off boxes that are popping up
43 everywhere, Goodwill does not have any unattended donation boxes, she provided a brief overview
44 of Goodwill Industries drop-off procedures, and any items that cannot be sold goes to Goodwill's
45 "Salvage" (recycle) program.
46

47 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.
48

1 City Attorney Becky Vose read the title of Ordinance No. 15-2013.

2
 3 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AN ORDINANCE OF THE CITY**
 4 **OF DELTONA, FLORIDA, AMENDING THE DELTONA LANDINGS BUSINESS**
 5 **PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE FOLLOWING PARCEL:**
 6 **LOT 2, DELTONA LANDINGS, MAP BOOK 46, PAGES 167-168, PER ORDINANCE**
 7 **BOOK 6647, PAGE 0646, PER ORDINANCE BOOK 6668, PAGES 2642-2644, LOCATED**
 8 **AT 901 DOYLE ROAD TOTALING APPROXIMATELY ±0.84 ACRES; PROVIDING FOR**
 9 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

10
 11 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 12 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 13 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

14
 15 Ordinance No. 15-2013 was approved at first reading at 7:18 p.m.

16
 17 **C. Ordinance No. 16-2013, amending Section 46-26, Definitions; amending Section 46-27,**
 18 **Participation – Conditions of Eligibility; amending Section 46-29, Finances and Fund**
 19 **Management; amending Section 46-34, Preretirement Death; and amending Section 46-43,**
 20 **Maximum Pension, at first reading.**

21
 22 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve**
 23 **Ordinance No. 16-2013 at first reading and to schedule second and final reading for November**
 24 **18, 2013.**

25
 26 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

27
 28 Commissioner Nabicht stated the purpose of the revision to the Ordinance is to make the plan compliant
 29 with a mandated Internal Revenue Code.

30
 31 City Attorney Becky Vose read the title of Ordinance No. 16-2013.

32
 33 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 46,**
 34 **ARTICLE II, FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF**
 35 **THE CITY OF DELTONA BY AMENDING SECTION 46-26, DEFINITIONS; AMENDING**
 36 **SECTION 46-27, PARTICIPATION – CONDITIONS OF ELIGIBILITY; AMENDING**
 37 **SECTION 46-29, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 46-34,**
 38 **PRE-RETIREMENT DEATH; PROVIDING FOR PROVISIONS; REPEALING ALL**
 39 **ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**

40
 41 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 42 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 43 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

44
 45 Ordinance No. 16-2013 was approved at first reading at 7:22 p.m.

46
 47 **D. Resolution No. 2013-13, The 2012 Emergency Solutions Grant Award to assist in**
 48 **Homelessness Prevention.**

1
2 Item was pulled from the agenda by the Acting City Manager.

3
4 **9. OLD BUSINESS:** None.

5
6 **10. NEW BUSINESS:**

7
8 **A. Consideration of appointment of one (1) member to the Economic Development Advisory**
9 **Board (Commissioner Nabicht's appointment).**

10
11 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

12
13 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to confirm the**
14 **appointment of the following individual, Bernard Jones, for the remainder of the term to**
15 **expire May 21, 2014.**

16
17 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
18 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
19 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

20
21 **B. Consideration and approval of Vacant Land Contract for Sale of Property located at**
22 **the corner of Saxon Boulevard and Finland Drive.**

23
24 Mayor Masiarczyk discussed making the sale contingent upon amending the final development order
25 to read that if not used for the RaceTrac facility that the property would return to the City and during
26 emergencies the City could use the retention pond for water disposal.

27
28 Vice Mayor Denizac concurred with Mayor Masiarczyk's suggestions, and she asked if the current
29 purchaser was the same company that bought the property on Howland Boulevard to put in a
30 RaceTrac facility. Mayor Masiarczyk replied that during a meeting with RaceTrac representatives
31 he brought up the same issue as the Vice Mayor and the company did present valid reasons for
32 purchasing the property due to changes to Saxon Boulevard by Volusia County.

33
34 Commissioner Nabicht stated he also met with RaceTrac representatives and the company has done
35 their due diligence, it is another business coming into the community, they are taking a useless piece
36 of City property and putting it back on the tax rolls, RaceTrac is looking at purchasing more property
37 in Deltona, he is excited about RaceTrac coming to Deltona, the Howland Boulevard project being
38 delayed by Duke Energy not by RaceTrac, and that RaceTrac is out to bid on the Howland
39 Boulevard construction project.

40
41 Commissioner Herzberg wholeheartedly agreed with Commissioner Nabicht's comments, RaceTrac
42 has done a demographic study, the City has no use for the property, and she does not see any reason
43 to put any stipulations on the sale.

44
45 Commissioner Lowry stated he had discussed the same issues with Chris Bowley, Director of
46 Planning and Development Services, whose answers alleviated his concerns, that he did not see any
47 reasons to put stipulations in the contract, and he had reviewed the revised plans for the Howland
48 Boulevard facility and it looked like a much nicer design than the original plan.

1
2 Commissioner Schleicher concurred that the City should not have any stipulations on the sale,
3 Deltona has the opportunity to sell a piece of property that is currently useless to the City, the
4 company answered all of her questions and concerns during a meeting she had with them, and her
5 only concern was if RaceTrac was planning on putting the facility far enough back to account for the
6 scheduled changes to be made to Saxon Boulevard by Volusia County.

7
8 Commissioner Barnaby concurred with previous comments made by Commission members, that
9 Commissioners should do all they can to allow RaceTrac to come into the City without any
10 stipulations, the sale will increase the City's ad valorem taxes, and everyone needs to know that
11 Deltona is "Open for Business"

12
13 Commissioner Nabicht stated the buyer did have an appraisal done on the property and is paying the
14 City the appraised value.

15
16 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry for the approval of the**
17 **vacant land contract for sale of property located at the corner of Saxon Boulevard and Finland**
18 **Drive.**

19
20 Vice Mayor Denizac asked if there was a projected timeline for the construction of the RaceTrac
21 facility, and Mr. Tom Sullivan with the Kaufman, Englett and Lynd, PLLC (DEL) Law Firm replied
22 they believe there is enough traffic patterns to support all of the planned RaceTrac sites in Deltona,
23 and would prefer not having any stipulations on the development order. Mr. Travis Energer with
24 RaceTrac Petroleum stated the construction for the facility on Howland Boulevard is projected to
25 start in the first Quarter of 2014 with an anticipated opening somewhere in the second quarter of
26 2014.

27
28 Commissioner Herzberg stated another business coming into a City that has only a seven percent
29 commercial base is a plus and she is all for RaceTrac coming to Deltona with no restrictions on the
30 sale.

31
32 Mayor Masiarczyk opened the public hearing.

33
34 George Voll, 2972 Jay Court, thanked the Commission for taking a positive approach to bringing
35 businesses to Deltona, he is pleased to see the Commission's positive emphasis on moving forward
36 with RaceTrac, and he thanked the Commission for moving economic development forward in
37 Deltona.

38
39 Michael Williams, 2889 Cottageville Street, asked RaceTrac to consider connecting with the
40 unemployed labor force in the area to provide some jobs for local residents, and Mr. Sullivan replied
41 that they do try to hire locally and RaceTrac's philosophy to hire from the local community.

42
43 Tom Sash, from Tampa, Florida, stated he is the private seller who assembled the other properties
44 that are a part of the sale, he represents nine (9) property owners, he has spent over 15 years
45 assembling the sale of the nine (9) different property owners for the project, he thanked the
46 Commission for their comments and for not putting any stipulations on the contract.

47
48 **Mayor Masiarczyk closed the public hearing.**

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

5
 6 **11. CITY ATTORNEY COMMENTS:** None.

7
 8 **12. ACTING CITY MANAGER COMMENTS:**

9
 10 Acting City Manager Dave Denny stated he had not talked to the County Manager yet in regards to
 11 the County's holiday food drive program, but he did speak with the Volusia County individual in
 12 charge of the program, and Cities had their choice on how to participate through one of two options.
 13 Option A, the County drops off their containers for donations, the County would pick them up,
 14 weigh them and the food would be distributed to any agency in the City that the Commission
 15 selected as long as that agency is associated with Second Harvest. Option B, the City would collect
 16 and weigh the donations, report the data to the County, and then the City would distribute the food to
 17 any organization it selected. Mr. Denny also stated many cities have selected Option B.

18
 19 **After discussion, the Commission concurred to be a part of the Volusia County program by**
 20 **implementing Option B.**

21
 22 **13. CITY COMMISSION COMMENTS:**

23
 24 a) Commissioner Barnaby stated he is grateful for the City moving forward in regards to getting
 25 businesses in Deltona, it is important that the City be as aggressive as possible in attracting new
 26 businesses, he is excited about the future of Deltona, he commended Principal Susan Freeman and
 27 Deltona High School for winning the Battle of the Boulevard football trophy, he commended Coach
 28 Johnson for the Deltona Wolves first win of the season, and he complimented the Pine Ridge High
 29 School Chorus for their awesome rendition of the National Anthem.

30
 31 b) Commissioner Herzberg discussed the City of Deltona hosting the West Volusia Round Table
 32 starting at 8:30 a.m. on Saturday, November 16, 2013, she invited the public to come out and attend, she
 33 reminded everyone to keep all veterans in mind over the Veterans Day holiday weekend, and she asked
 34 everyone to show their support by attending as many Veterans Day events as possible.

35
 36 c) Commissioner Nabicht stated the positive feedback received concerning the Waste Water
 37 Treatment Plant (WWTP) ground breaking was really great, it lets everyone know that Deltona is
 38 serious about economic development, the design company was very pleased with having the
 39 opportunity to design Deltona's new WWTP project, it was designed taking the environment and the
 40 future needs of the City into account, he thanked Director of Public Works/ Deltona Water, Mr. Gerald
 41 Chancellor and all individuals for their hard work on developing the WWTP project.

42
 43 d) Commissioner Lowry congratulated Parks and Recreation Director Steve Moore and Assistant
 44 Director Mark Manning and City staff for the wonderful Spooktacular event, he was a judge not only
 45 for the Spooktacular costume contest but also for the Osteen Elementary School's story book costume
 46 contest, and he is concerned about the Waverly bus bench contract and he feels it is time for the City to
 47 take action.

48
 49 e) Commissioner Schleicher attended Spooktacular and received a tremendous amount of positive
 13
 Item 4A

1 feedback, she asked to receive a briefing from Ed Noseworthy, President and CEO at Florida Hospital
2 Fish Memorial on the two (2) planned medical facility expansions in Deltona, and she mentioned the
3 possibility of the City having a tour bus to take residents around to see holiday displays during the
4 Holiday Parade of Homes contest.
5

6 f) Mayor Masiarczyk thanked the Deltona Public Library for inviting him to attend a Gilbert King
7 book presentation, not to underestimate the quality of the library's events, and the events far exceeding
8 City boundaries with its interest, attendees and variety. The City lost another pillar to the community
9 when Charlotte Hintermeier passed away and he asked those that knew her to send condolences and
10 best wishes to the family.
11

12 g) Vice Mayor Denizac stated she has a concern about bullying of younger children in some of the
13 parks, some parents no longer wanting to bring their children to City parks because of bullying, she
14 suggested the City place signs with age restrictions on the park equipment and a sign that children
15 should not use the facility without adult supervision, and to consider having attendants at all of the
16 City's parks. She discussed concerns that not all Charter Review Committee (CRC) members are
17 present at some of the CRC meetings, she personally thanked Councilwoman Pat Northey for being
18 very instrumental in helping out a Deltona resident, she has been involved in the search for the Deltona
19 missing family and she asked for everyone to keep them in their prayers. She discussed concerns with
20 the City being involved with Waverly Media Sign company and she wants the City Attorney to look at
21 legal ways for the City to get out of the contract, she would like to see an audit of all of the company's
22 books, she no longer personally supports the contract, she wants to know at what degree the company is
23 Americans with Disabilities Act (ADA) compliant, that the contract just does not feel right, and she
24 wants Ms. Vose to provide legal advice on the issue.
25

26 Commissioner Nabicht stated it is important that the City do its homework, there are provisions in the
27 Waverly contract for the City to exercise audit options, Waverly has not been convicted yet, the contract
28 needs to be reviewed to see if the City can legally get out of it, the City did receive \$53,000 dollars from
29 the contract this year, and if there is a legal way to get out of the contract for just cause that he is sure
30 Ms. Vose and her firm will find it.
31

32 Commissioner Herzberg asked how long the City has had the contract with Waverly and if it
33 automatically renews , and Ms. Vose replied the most recent contract was from 2001 with a different
34 company that was purchased by Waverly, the contract was originally for 10 years, then it renews
35 automatically every five (5) years with no option to cancel, however, if the company is found in
36 violation of the contract then the City can give them 30 days to come into compliance, and if Waverly
37 does not then the City can cancel the contract. Mrs. Vose discussed some of the things that she noticed
38 when reviewing the contract, such as dollar figures the City received originally as compared to today
39 with no reason for the difference and an audit being needed, there is a provision in it that the company
40 follow all local, State, and Federal laws, which would be the ADA laws and that after reviewing the bus
41 bench ADA laws and conferring with Mr. Denny, none of the Waverly bus benches in Deltona comply
42 with ADA standards.
43

44 Mayor Masiarczyk instructed Mrs. Vose to prepare a one (1) page summary of her legal
45 opinions/advice, and the City needing a back-up plan to provide bench services for residents.
46

47 Commissioner Herzberg discussed other companies that have provided presentations to the City on their
48 company's bus bench services, and the City putting the bus bench contract out to bid Nationwide for
49 ADA compliant companies to apply.

1
2 Commissioner Barnaby stated he asked the Director of Code Enforcement to look at a bus bench that
3 was placed on the corner of Saxon Boulevard and Normandy Boulevard where there is no bus stop, that
4 to him it was placed there just so the company could make money from a particular advertiser, the
5 bench is not ADA compliant, he discussed not doing business with companies that are under a cloud,
6 the need for the new company needing to bring revenue to the City, and providing bus benches that are
7 ADA compliant.

8
9 **14. ADJOURNMENT:**

10
11 There being no further business, the meeting adjourned at 7:57 p.m.

12
13
14
15
16
17

18 _____
19 **John Masiarczyk Sr., Mayor**

20 **ATTEST:**

21
22
23

24 _____
Mitch Honaker, Deputy City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - A
SUBJECT: Certificate of Recognition - City of Deltona for StormReady Community Recognition.

LOCATION:

N/A

BACKGROUND:

In 2007, the City of Deltona became a StormReady Community. StormReady is a nationwide program that helps communities protect their citizens during severe weather from tornadoes to tsunamis. The program encourages communities to take a proactive approach to improving local hazardous weather operations. The program started in 1998. As of October 1, 2013, 2130 sites in 49 states have been certified by the National Weather Service. In the State of Florida, all 67 counties are certified and only 13 cities are certified. New Smyrna Beach and Deltona are the only cities in Volusia County that are certified.

On behalf of the Melbourne National Weather Service StormReady Advisory Board, the City of Deltona was recognized on renewing the StormReady program for another three years. This recognition indicates that the City of Deltona continues to achieve a high level of community readiness in the event of a natural disaster and promotes enhanced public education of the potential dangers. The severe weather procedures currently in place throughout Deltona far exceed the minimum requirements of the StormReady program. This recognition will remain in effect through September 18, 2016.

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 - StormReady Community Recognition



The East Central Florida StormReady Advisory Board
has approved the community of

Deltona

For

STORMREADY RECOGNITION

Until September 18, 2016

Bartlett C. Hagemeyer
Bartlett C. Hagemeyer
Meteorologist-in-Charge
National Weather Service, Melbourne, FL



Scott M. Spratt
Scott M. Spratt
Warning Coordination Meteorologist
National Weather Service, Melbourne, FL



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
 National Weather Service Office
 421 Croton Road
 Melbourne, FL 32935

October 3, 2013

Robert Rogers
 Deputy Fire Chief
 2345 Providence Boulevard
 Deltona, FL 32725

Dear Chief Rogers,

On behalf of the Melbourne National Weather Service StormReady Advisory Board, we would like to congratulate the City of Deltona on your renewed StormReady recognition. The renewal of your StormReady recognition indicates that the City of Deltona continues to achieve a high level of community readiness in the event of a natural disaster and promotes enhanced public education of the potential dangers. The severe weather procedures currently in place throughout Deltona far exceed the minimum requirements of the StormReady program, due in large part to the sustained superior leadership enacted by yourself and Suzanne Houle. This recognition will remain in effect through **September 18, 2016**.

Improved communication infrastructures and an increased level of severe weather awareness throughout the community will no doubt minimize the loss of life and/or property in the future. The City of Deltona Fire Department and the Melbourne NWS office have an excellent relationship and we look forward to working together to further educate the public and staff about weather hazards and to safeguard them from their impacts.

Please contact us anytime to discuss StormReady or any other hazardous weather issues.

Sincerely,

Scott M. Spratt
 Acting Meteorologist in Charge
scott.spratt@noaa.gov

David W. Sharp
 Science and Operations Officer
david.sharp@noaa.gov





AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Proclamation - National Hospice/Palliative Care Month, November 2013.

LOCATION:	N/A
BACKGROUND:	November is National Hospice and Palliative Care Month, a time to reach out to the community to raise awareness about the compassionate care that hospice and palliative care provides. One of the most important messages to help people understand is that hospice care and palliative care help patients and families focus on living.
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:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Proclamation - National Hospice/Palliative Care Month



WHEREAS, hospice and palliative care empower people to live as fully as possible, surrounded and supported by family and loved ones, despite serious and life-limiting illness; and

WHEREAS, hospice and palliative care bring patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority; and

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

WHEREAS, Haven Hospice believes that everyone deserves compassion, care and comfort; and

WHEREAS, Haven Hospice served more than 3,500 patients and families throughout their 18-county service area in 2013; and

WHEREAS, Each year, hospice saves Medicare more than \$2 billion by providing solutions for physicians, care to patients and comfort to families anywhere, at any time; and

WHEREAS, last year, more than 1.6 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

WHEREAS, more than 400,000 trained volunteers contribute 20 million hours of service to hospice programs annually; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals; and

NOW, THEREFORE, We, the Mayor and Commissioners of the City of Deltona, Florida, do hereby proclaim November 2013 as

“National Hospice/Palliative Care Month”

and encourage citizens to increase their understanding and awareness of care at the end of life.

Executed this 18th day of November, 2013.

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for Approval of Final Budget Amendment/Transfer for FY 2012 / 2013

LOCATION:

N/A

BACKGROUND:

As part of the fiscal year end process, it is standard practice to process a year end budget amendment to "true up" department budgets so that no department reflects an over-budget situation in the City's CAFR. This requested transfer moves budget dollars between Departments within the General Fund and does not result in any reductions or changes of budgetary fund balance. For FY 2012 / 2013, two departments in the General Fund have an over-budget situation.

At FY 2012 / 2013 year end, the City Manager's office is over budget by approximately \$100,000. This is attributable to the contractual payout of the former City Manager.

At FY 2012 / 2013 year end, the City Commission is over budget by approximately \$6,000. This is primarily attributable to a change in personnel.

Therefore, staff is requesting a budget transfer to move \$100,000 from the Parks and Recreation FY 2012 / 2013 budget to the City Manager's FY 2012 / 2013 budget and to move \$6,000 from the Parks and Recreation FY 2012 / 2013 budget to the City Commission FY 2012 / 2013 budget.

ORIGINATING DEPARTMENT:

Finance

SOURCE OF FUNDS:

General Fund

COST:

No net change in budgetary fund balance

REVIEWED BY:

Acting City Manager, Finance Director

STAFF

**RECOMMENDATION
PRESENTED BY:**

Staff recommends the approval of a budget transfer for FY 2012 / 2013 in the amount of \$106,000 from the Parks and Recreation Department to the City Manager's FY 2012 / 2013 budget (\$100,000) and to the City Commission FY 2012 / 2013 budget (\$6,000).

**POTENTIAL
MOTION:**

"I move that the Commission approve a budget transfer of \$100,000 from the Parks and Recreation FY 2012 / 2013 budget to the City Manager FY 2012 / 2013 budget and to transfer \$6,000 from the Parks and Recreation FY 2012 / 2013 budget to the City Commission FY 2012 / 2013 budget."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- FY 2012 / 2013 Year End Budget True Up Transfer

City of Deltona
Budget Amendment
 Fiscal Year 2012-2013

Amendment #: 2013-71 Date: November 18, 2013
 Fund: 001-General Fund Agenda Item: _____

		<u>Increase</u>	<u>Decrease</u>
Account #: 001110 511200	Amount:	6,000	
Description: SALARIES & WAGES			
Account #: 001121 511000	Amount:	100,000	
Description: EXECUTIVE SALARIES			
Account #: 001720 524301	Amount:		106,000
Description: UTILITY SERVICES - GENERAL			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			

Description: This amendment results in no change in Budgetary Fund Balance.

Reason: **Transfer needed to true-up Year End 9/30/13 expenses for the City Commission and City Manager Departments**

ATTEST:

 Joyce Raftery, City Clerk

 John C. Masiarczyk, Sr., Mayor



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 11/18/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 7 - B

SUBJECT: Request for approval to piggyback Volusia County's Price Agreement with Ferguson Waterworks for drainage materials and supplies - Stormwater Division.

LOCATION:

N/A

BACKGROUND:

The Stormwater Division uses drainage materials and supplies for their stormwater projects. Ferguson Waterworks currently has a Price Agreement with Volusia County and has agreed to extend that pricing to the City of Deltona. Ferguson Waterworks is a partner of Advanced Drainage Systems and is the Sole Source distributor for their products for municipalities in Volusia County. The Stormwater Division spends approximately \$90,000 annually on these materials and supplies.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Stormwater Fund

COST:

\$90,000 annually

REVIEWED BY:

Public Works Director; Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, Public Works Director - Staff recommends approval to use Ferguson Waterworks to purchase drainage materials and supplies piggybacking the Volusia County Price Agreement at approximately \$90,000 annually for an initial period through September 30, 2014 and renewing annually if funding is appropriated for each renewal period in accordance with the Volusia County Price Agreement. The price list is attached.

POTENTIAL MOTION:

"I move to approve using Ferguson Waterworks

piggybacking the Volusia County Price Agreement for drainage materials and supplies for an initial period through September 30, 2014 and renewing annually if funding is appropriated for each renewal period in accordance with the Volusia County Price Agreement."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Original Bid to Volusia County
- Award Notice

Original

SUBMIT TO: COUNTY OF VOLUSIA PURCHASING & CONTRACTS 123 W. INDIANA AVE., RM. 302 DELAND, FL 32720-4608		 Volusia County FLORIDA		<h1 style="text-align: center;">INVITATION TO BID</h1>			
CONTACT PERSON: Ron Falanga.....386-822-5772						AN EQUAL OPPORTUNITY EMPLOYER	
DELAND: 386-736-5935 DAYTONA BEACH: 386-257-6000 NEW SMYRNA BEACH: 386-423-3300		TITLE: POLYETHYLENE PIPE		NUMBER: 13-B-99RF		SUBMITTAL DEADLINE: Tuesday, May 14, 2013 at 3:00 p.m., EST	
DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, DELIVERY OF BIDS							
PRE BID DATE, TIME AND LOCATION: No pre-bid meeting scheduled for this solicitation.						<i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</i>	
FIRM'S NAME: Ferguson Waterworks				The vendor acknowledges that information provided in this Bid is true and correct. x  _____ Authorized Signature Justin Montandon Typed Name Municipal Sales Title _____ Date <u>4/19/2013</u>			
MAILING ADDRESS: 1470 Bobby Lee Point							
CITY - STATE - ZIP: Sanford, Fl 32771-8077							
E-MAIL ADDRESS: justin.montandon@ferguson.com							
TELEPHONE NO: (407) 859-7473		FAX NO: 407-302-3327					
FEDERAL ID NO. OR SOCIAL SECURITY NO. 54-1211771							
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS **** PLEASE READ CAREFULLY ****							
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting.							
1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered. Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.				6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.			
2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.				7. INCURRED EXPENSES: This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.			
3. OPENING: Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.				8. DISADVANTAGED BUSINESSES: The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council.			
4. PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.				9. LOCAL BUSINESSES: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal. A. General Conditions Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Brevard, Flagler, Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum six (6) months prior to the date of submittal of the Bid or quote to the County.			
5. CLARIFICATION/CORRECTION OF ENTRY: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.							

CONTINUED ON NEXT PAGE

10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.
13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
14. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.
16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
18. **GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
21. **LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
25. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
26. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/Bidder being removed from the County Bid list and the offeror/Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
30. **DEFINITIONS:**
COUNTY – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.
OFFEROR – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.
BIDDER – The term "Bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.
USING AGENCY – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.
HEAVY DUTY - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
 TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
 AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

Bid 13-B-99RF

Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover pages. (Includes two pages)
- Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- Completed and executed Bid Submittal form
- References, in accordance with Section 2.9, *Definition of Responsive and Responsible*
- If you have a physical location in Brevard, Flagler, Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
- Current Business Tax Receipt, OR Proof of Exemption Form
- Proof of Insurance, per Section 2.22
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Conflict of Interest form
- Any addenda pertaining to this ITB
- Taxpayer Identification Number and Certification Form
- Certification Affidavit confirming Local Preference Eligibility, if applicable
- Licenses, per Section 2.21 and Section 2.33
- Did you include a CD or USB drive, as required in the Section entitled *Bid Submittal Form*?
- Attachment 1—Pricing Sheet

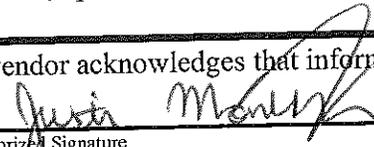
The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 13-B-99RF, Polyethylene Pipe, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.22, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x


Authorized Signature

Justin Montandon

Printed Name

Municipal Sales

Title

5/5/2013

Date

Ferguson Waterworks

Company Name

1470 Bobby Lee Point

Sanford, FL 32771

Full Address

407-859-7473

407-302-3327

justin.montandon@ferguson.com

Telephone

Fax

E-mail Address

115159881

54-1211771

Dunn & Bradstreet #

Federal I.D. #

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 855377

Entity Name: FERGUSON ENTERPRISES, INC.

FILED
Mar 27, 2013
Secretary of State

Current Principal Place of Business:

12500 JEFFERSON AVENUE
 NEWPORT NEWS, VA 23602

Current Mailing Address:

12500 JEFFERSON AVENUE
 NEWPORT NEWS, VA 23602 US

FEI Number: 54-1211771

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
 1201 HAYS STREET
 TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

 Electronic Signature of Registered Agent

Date

Officer/Director Detail Detail :

Title SVPS
 Name HALL, TERRY E
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title CFOT
 Name KELTNER, DAVID L
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title PD
 Name ROACH, FRANK W
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title COOD
 Name MURPHY, KEVIN M
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title CMO
 Name FELTMAN, JAMES A
 Address 12500 JEFFERSON AVE.
 City-State-Zip: NEWPORT NEWS VA 23602

Title SVPD
 Name BYRD, LONNIE A
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TERRY E HALL

SVPS

03/27/2013

 Electronic Signature of Signing Officer/Director Detail

Date

Detail by FEI/EIN Number

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS		Sunbiz			
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Events	Name History				
Detail by FEI/EIN Number					
<u>Foreign Profit Corporation</u>					
FERGUSON ENTERPRISES, INC.					
<u>Filing Information</u>					
Document Number	855377				
FEI/EIN Number	541211771				
Date Filed	01/31/1983				
State or Country	VA				
Status	ACTIVE				
Last Event	CORPORATE MERGER				
Event Date Filed	11/19/2008				
Event Effective Date	11/30/2008				
<u>Principal Address</u>					
12500 JEFFERSON AVENUE NEWPORT NEWS, VA 23602					
Changed: 03/12/2008					
<u>Mailing Address</u>					
12500 JEFFERSON AVENUE NEWPORT NEWS, VA 23602					
Changed: 03/12/2008					
<u>Registered Agent Name & Address</u>					
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301					
Name Changed: 03/05/2001					
Address Changed: 03/05/2001					
<u>Officer/Director Detail</u>					
Name & Address					
Title SVPS					
HALL, TERRY E 12500 JEFFERSON AVENUE NEWPORT NEWS, VA 23602					

Title CFOT

KELTNER, DAVID L
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

Title PD

ROACH, FRANK W
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

Title COOD

MURPHY, KEVIN M
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

Title CMO

FELTMAN, JAMES A
12500 JEFFERSON AVE.
NEWPORT NEWS, VA 23602

Title SVPD

BYRD, LONNIE A
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

Annual Reports

Report Year	Filed Date
2011	04/28/2011
2012	04/12/2012
2013	03/27/2013

Document Images

03/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
11/19/2008 -- Merger	View image in PDF format
03/12/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- ANNUAL REPORT	View image in PDF format
12/27/2006 -- Merger	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
03/12/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format

03/05/2001 -- ANNUAL REPORT	View image in PDF format
01/05/2001 -- Reg. Agent Change	View image in PDF format
03/20/2000 -- ANNUAL REPORT	View image in PDF format
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02/16/1998 -- ANNUAL REPORT	View image in PDF format
04/24/1997 -- ANNUAL REPORT	View image in PDF format
02/27/1996 -- ANNUAL REPORT	View image in PDF format
02/01/1995 -- ANNUAL REPORT	View image in PDF format

[Events](#)[Name History](#)

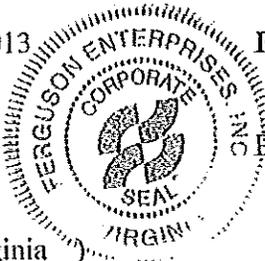
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State of Florida, Department of State

SECRETARIAL CERTIFICATE
OF
AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities in Florida are doing business as Ferguson Enterprises, Inc. dba Ferguson Waterworks, and ii) Justin Montandon is Outside Salesman in Orlando, Florida and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2012, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals to the Corporation's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2014.

Dated: February 25, 2013



FERGUSON ENTERPRISES, INC.

By: [Signature]
David N. Meeker, Assistant Secretary

Commonwealth of Virginia)
)
City of Newport News)

Sworn to subscribed and acknowledged before me this 25th day of February, 2013, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation,

[Signature]
Notary Kathryn H. Harris
(Formerly commissioned as Kathryn M. Hoover)

My commission expires: 04/30/2013



Bid 13-B-99RF

May _____, 2013

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] Ferguson Waterworks (Enterprises) Justin Montandon has carefully examined the specifications to furnish Polyethylene Pipe, for which Bid Submittals were advertised to be received no later than 3:00 p.m., EST, on Tuesday, May 14, 2013, and further declares that the firm will furnish the Polyethylene Pipe according to specifications.

COMPLETE ATTACHMENT #1—PRICING SHEET

(Open Attachment #1 from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically.)

Include Attachment #1 in excel format (not pdf), on CD with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor [] Yes [x] No Total number employees 16,000

F.O.B. Destination, freight allowed

Pick up Location: 1470 Bobby Lee Point Sanford, Fl 32771

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel? 15%

Which does the firm use: [x] Diesel fuel or [] Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages? 15%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials? 70%

Prompt payment discount, if applicable: na %, na Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? [x] YES [] NO

Do you offer a discount for electronic funds transfer (EFT)? [] YES, ___ % [x] NO

Bid 13-B-99RF

5.0 REFERENCES

Agency #1	Seminole County	
Address	1301 E. 2nd Street	
City, State, ZIP	Sanford, Florida 32771	
Contact Person	Gloria Garcia	
E-mail	ggarcia@seminolecountyfl.gov	Phone: 407-665-7123
Date(s) of Service	2012	
Type of Service	Provided the same type of corrugated pipe as on this contract.	
Comments:	Ferguson has been stocking and selling this type of pipe for many years	
Agency #2	Osceola County	
Address	1 Courthouse Square	
City, State, ZIP	Kissimmee, Florida 34741	
Contact Person	Felicia Holmes	
E-mail	fhol@osceola.org	Phone: 407-492-0929
Date(s) of Service	2013-2014 contract	
Type of Service	Corrugated Pipe and fittings	
Comments:	Similar pipes and fittings as on this contract	
Agency #3	Orange County	
Address	400 E. South Street	
City, State, ZIP	Orlando, FL 32801	
Contact Person	Perry Davis	
E-mail	Perry.Davis@ocfl.net	Phone: 407-836-5635
Date(s) of Service	2012	
Type of Service	Ads corrugated Pipe	
Comments:	Similar Pipes and fittings as this contract	

Bid 13-B-99RF

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

http://volusia.org/revenue/

I certify that the business known as (business name) Ferguson Waterworks, providing Construction/ Utility services, which is located at (street address) 1470 Bobby Lee Point, (city) Sanford, FL, falls under the business tax exemption described in:

- Florida Statute 205.063, Florida Statute 205.064, Florida Statute 205.065, Florida Statute 205.162, Florida Statute 205.171, Florida Statute 205.191, Florida Statute 205.192

http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0205/0205ContentsIndex.html

OR is the type of business indicated below:

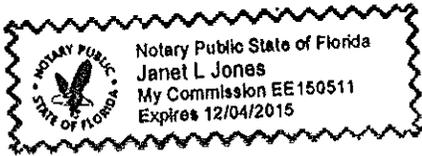
- Child Care - Residential, Commercial Rentals, Door to Door/Peddler Sales, Insurance Adjuster, Agent, or Company, Pharmacist/Pharmacy (Prescription Drugs Only), Radio/Television Station, Religious Institution, Residential Rentals over 6months, Sale of Alcoholic Products only

Justin Montandon (Authorized Signature)

Justin Montandon (Printed Name)

STATE OF Florida, COUNTY OF Orange

Sworn to and subscribed before me this 7th day of May, 2013, by Justin Montandon, who is/are personally known to me or who has/have produced as identification.

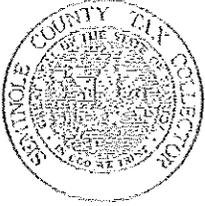


(Seal)

Janet L. Jones, NOTARY PUBLIC - STATE OF FL, Type or print name: Janet L. Jones, Commission No.: EE 150511, Commission Expires: 12-04-2015

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director



SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 ■ Sanford, FL 32772-0630 ■ Telephone: 407-665-1000

www.seminoletax.org

VALID THROUGH 09/30/13

FERGUSON WATERWORKS
1470 BOBBY LEE PT #1113
SANFORD, FL 32771

Account #: 139888

FRANK ROACH (OFFICER)

NOT REGULATED

Receipt #: 10402012082808096

Amount Paid: \$ 25.00

Date Paid: 08/28/2012



2013 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/12

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2013

Business Name and Location Address

FERGUSON ENTERPRISES, INC #1113
 FERGUSON ENTERPRISES INC
 1470 BOBBY LEE PT
 SANFORD FL 32771-8077

Registration Effective Date

01/25/05

Certificate Number

69-8013230978-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____
(insert name of seller on photocopy) (date)

Presented by: Jennifer Fabon 11/13
Authorized Signature (Purchaser) (date)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/30/2012

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 Willis of Maryland, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER A:	National Union Fire Ins. Co. of Pittsburgh	19445-002
	INSURER B:	National Union Fire Ins. Co. of Pittsburgh	19445-000
	INSURER C:	National Union Fire Ins. Co. of Pittsburgh	19445-001
	INSURER D:	New Hampshire Insurance Company	23841-002
	INSURER E:	New Hampshire Insurance Company	23841-001
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 18293059

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD 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	Y	GL7146348	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		AOS CA4982939	8/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
C	<input checked="" type="checkbox"/> ANY AUTO		VA CA4982940	8/1/2012	8/1/2013	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured <input checked="" type="checkbox"/> Physical Damage		MA CA4982938	8/1/2012	8/1/2013	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	AOS WC043464514	8/1/2012	8/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AOS WC043464511	8/1/2012	8/1/2013	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Store 126

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast
Attn: Dianne E. Torino
160 Cypress Point Pkwy
Suite B-106
Palm Coast, FL 32164

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

Coll:3811195 Tpl:1495121 Cert:18293059 © 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 031419

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WC Policy No. 043464511- AL, AZ, DE, GA, IA, MD, MI, MN, MS, NJ, NM, TN

WC Policy No. 043464514 - AK, AR, CO, CT, DC, HI, ID, IL, IN, KS, KY, LA, ME, MO, MT, NC, NE, NH, NV, NY, OK, PA, SC, SD, TX, UT, VA, VT, WV

Workers' Compensation - CA
 Policy No. 043464515
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2012 - 08/01/2013
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
 Policy No. 043464510
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2012 - 08/01/2013
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA
 Policy No. 043464513
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2012 - 08/01/2013
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - WI
 Policy No. 043464512
 Carrier: Illinois National Insurance Company
 Policy Period: 08/01/2012 - 08/01/2013
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - OR
 Policy No. 043464509
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2012 - 08/01/2013
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

City of Palm Coast is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

Willis

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Air Cold Supply	Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Air Cold Supply/Webb Distributors	Ferguson Full Service Supply
Alamo Pipe & Supply	Ferguson Heating & Cooling
Alaska Pipe & Supply	Ferguson Holdings, Inc.
Build.com, Inc.	Ferguson Hospitality Sales
CAL-STEAM, a Wolseley Company	Ferguson Industrial Plastics and Pump Division
Camellia Valley Supply	Ferguson Integrated Systems Division, Inc.
Castle Supply Company, Inc.	Ferguson Intermountain Piping
CastleNorth	Ferguson International
CFP	Ferguson Panama, S.A.
Chadwick	Ferguson Process Services
Clayton Group, Inc.	Ferguson Valve & Automation
Clayton International, LLC	Ferguson Waterworks
Cline Contract Sales	Ferguson Waterworks - Midwest Pipe
Colgan Cabinets	Ferguson Waterworks - Municipal Pipe
Colgan Distributors	Ferguson Waterworks - Red Hed
Crow Company	Ferguson Waterworks EPPCO
D & C Plumbing & Heating Supply	Ferguson Waterworks International
Davidson Electric Wholesale Supply	Frischkorn, Inc.
The Davidson Corporation, a Delaware Corporation	Galleria Bath & Kitchen Showplace
The Davidson Group Companies, Inc	Gilmour Supply Company, Inc.
Davidson Group Leasing	Ferguson Enterprises, Inc. dba Groeniger & Company
Davidson Pipe Company Inc., a New York Corporation	Gulf Refrigeration Supply
Davidson Pipe Supply Company, Inc.	High Country Plumbing Supply
Davies Water	Home Equipment Company, Inc.
Decorative Product Source, Inc.	Indiana Plumbing Supply Co., Inc.
E & J Plumbing & Heating Supply Co.	Industrial Hub of the Carolinas
Economy Plumbing and Heating Supply Co.	J&G Products
Endries International of Canada, Inc.	J.D. Daddario Company
Endries International, Inc.	Kandall Fabricating
Energy & Process Corporation	L&H Supply, Inc.
Ferguson Bath Kitchen and Lighting Gallery	Lane Piping Co.
Ferguson CESCO, Inc.	Lawrence Plumbing Supply Co.
Ferguson de Costa Rica Ltd.	Lincoln Products
Ferguson de Mexico S.A. de CV.	Linwood Pipe and Supply
Ferguson Enterprises IV, Inc.	Louisiana Utilities Supply Company
Ferguson Enterprises of Montana, Inc.	Louisiana Chemical Pipe, Valve & Fitting, Inc. dba Wolseley Industrial Group
Ferguson Enterprises of Puerto Rico, Inc.	LUSCO
Ferguson Enterprises of Virginia, Inc.	Lyon Conklin & Co., Inc.
Ferguson Enterprises V, Inc.	Mastercraft Cabinets
Ferguson Enterprises, Inc.	Monotube Pile Corporation
Ferguson Enterprises, Inc. of Virginia	
Ferguson Fire & Fabrication, Inc.	

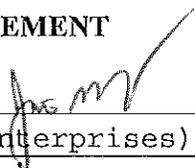
Willis

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Northern Water Works Supply, Inc.
 Onda-Lay Pipe and Rental, Inc.
 Page's Appliances
 Palermo Supply
 Park Supply
 Pipe Products
 Plumbing Décor
 Plumb Source
 R Supply Company
 Record Supply Company
 SEMSCO Barbados, LLC
 SEMSCO Trinidad, LLC
 SEMSCO Venezuela, LLC
 S.G. Supply Company (except Workers
 Compensation)
 S.G. Supply Company dba SG Supply Co., a
 Ferguson enterprise except Workers
 Compensation)
 Sierra Craft, Inc.
 SOS Sales
 Specialty Pipe & Tube, Inc.
 Specialty Pipe & Tube of Texas, Inc.
 Summer & Dunbar
 Supply North Central Group
 Stock Loan Services LLC
 Tarpon Wholesale Supplies
 T & A Valve Industries, Inc.
 The Parnell-Martin Companies LLC
 The Plumbers Warehouse
 The Stock Market
 Tubeco Fabrication, Inc.
 United Automatic
 Water Works Supplies
 Webb Distributors
 Western Air Systems and Controls, Inc.
 WIA of California, Inc.
 Wolseley Industrial Group
 Wolseley Industrial Plastics
 Wolseley Investments Acquisitions, Inc.
 Wolseley Investments, Inc.
 Wolseley NA Construction Services, LLC
 Wolseley North America, Inc.
 Wolseley North American Consulting, LLC
 Wolseley North American Services, Inc.
 WPCC Forwarding, LLC

Bid 13-B-99RF

9.0 HOLD HARMLESS AGREEMENT

I, Justin Montandon , (print owner's name), am the owner/ Salesman of Ferguson Waterworks (enterprises) (print company name), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On ~~March 5th~~ ^{Nov 9 5th}, 2013, the County of Volusia and I or [the above-named business] entered into a contract for Polyethylene tubing & fittings (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

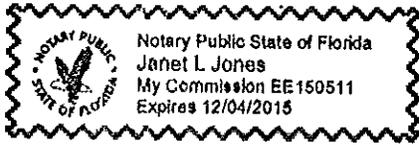
In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Bid 13-B-99RF

Owner: Justin Montandon (print name) *Justin Montandon* (signature)
 Employee 1: Susan Braithwaite (print name) *Susan Braithwaite* (signature)
 Employee 2: Shauna Tucker (print name) *Shauna Tucker* (signature)
 Employee 3: Billy Thornton (print name) *Billy Thornton* (signature)

STATE OF Florida
 COUNTY OF Orange

Sworn to and subscribed before me this 7th day of May, 2013, by Justin Montandon, who is/are personally known to me or who has/have produced _____ as identification.



Janet L. Jones
 NOTARY PUBLIC - STATE OF Florida

Type or print name: Janet L. Jones
 Commission No.: EE 150511
 Commission Expires: 12-04-2015

(Seal)

Bid 13-B-99RF

6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

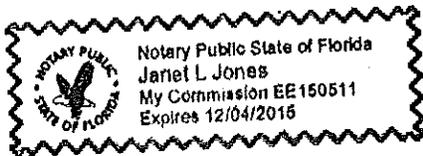
- 1. I, (printed name) Justin Montandon, am the (title) Municipal Salesman and the duly authorized representative of the firm of (Firm Name) Ferguson Waterworks whose address is 1470 Bobby Lee Point Sanford, Fl 32771-8077, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): none

Signature: *Justin Montandon*
 Printed Name: Justin Montandon
 Firm Name: Ferguson Waterworks
 Date: 2/21/13

STATE OF Florida
 COUNTY OF Orange

Sworn to and subscribed before me this 7th day of May, 2013, by Justin Montandon, who is/are personally known to me or who has/have produced _____ as identification.



(Seal)

Janet L. Jones
 NOTARY PUBLIC - STATE OF Florida
 Type or print name: Janet L. Jones
 Commission No.: EE 150511
 Commission Expires: 12-04-2015

April 25, 2013

Addendum No. 1



FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 304 • DeLand, FL 32720-4608
 (386) 736-5935 • Fax (386) 736-5972
 E-mail: purchasing@volusia.org
www.volusia.org

Subject: ADDENDUM NO. 1 to ITB 13-B-99RF, Polyethylene Pipe

This addendum is being issued to make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the ITB and shall take precedence over what was previously stated in the ITB document.

ADDITIONAL INFORMATION:

1) Section 2.34 Limitation of Liability and Indemnification of County, Subsection A, shall now read:

2.34 Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including reasonable attorney's fees to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and its Subcontractors or sub-Subcontractors or agents performing work or services under this Agreement, caused in whole or in part by any negligent act or omission of Contractor, Subcontractors or Sub-Subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

Please sign and attach this addendum to your proposal. If you have any questions regarding this information, please contact Ron Falanga at 386-822-5772 or e-mail rfalanga@volusia.org

Pamela Wilsky C.P.P.B.
 Procurement Manager

Please sign and return entire Addendum with proposal.

Vendor: Ferguson Waterworks

Authorized Signature: Justin Montandon

Printed Name & title of Above: Justin Montandon

Phone No.: 407-859-7473 Date: 5/7/2013

FAILURE TO RETURN ENTIRE FORM WITH THE PROPOSAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Ferguson Enterprises, Inc.	
	Business name/disregarded entity name, if different from above See attached list of DBA names utilized by Ferguson Enterprises, Inc.	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C-Corporation <input checked="" type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 12500 Jefferson Avenue		Requester's name and address (optional)
City, state, and ZIP code Newport News, VA 23602		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>														<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>													

Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;">5</td> <td style="width: 20px; height: 20px; border: 1px solid black;">4</td> <td style="width: 20px; height: 20px; border: 1px solid black;">-</td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> <td style="width: 20px; height: 20px; border: 1px solid black;">2</td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> <td style="width: 20px; height: 20px; border: 1px solid black;">7</td> <td style="width: 20px; height: 20px; border: 1px solid black;">7</td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> </tr> </table>	5	4	-	1	2	1	1	7	7	1	
5	4	-	1	2	1	1	7	7	1		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *J. Howard Carnine J* Date ▶ *5/22/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Bid 13-B-99RF

10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: Justin Montandon Justin Montandon-Muni Sales
(Authorized individuals name and title)

For: Ferguson Waterworks (Enterprises)
(Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility

A. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes No

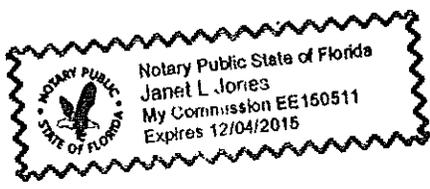
B. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

Justin Montandon
(Signature)

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 7th day of May, 2013, by Justin Montandon, who is/are personally known to me or who has/have produced _____ as identification.



(Seal)

Janet L. Jones
NOTARY PUBLIC - STATE OF Florida

Type or print name: Janet L. Jones
Commission No.: EE 150511
Commission Expires: 12-04-2015

Bid 13-B-99RF

11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: Justin Montandon Municipal Sales
(Authorized individuals name and title)

For: Ferguson Waterworks (Enterprises)
(Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility

A. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote? Yes No

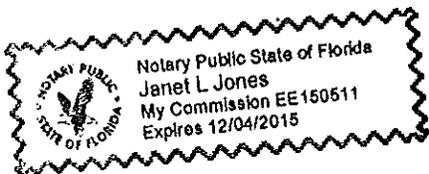
B. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

Justin Montandon
(Signature)

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 7th day of May, 2013, by Justin Montandon, who is/are personally known to me or who has/have produced _____ as identification.



(Seal)

Janet L. Jones
NOTARY PUBLIC - STATE OF Florida

Type or print name: Janet L. Jones

Commission No.: EE 150511

Commission Expires: 12-04-2015

ATTACHMENT 1--Polyethylene Pipe, 13-B-99RF

Item	6"	8"	10"	12"	15"	18"	24"	30"	36"	42"	48"	BELL					
	dia	dia	dia	dia	dia	dia	dia	dia	dia	dia	dia	dia					
1	Polyethylene Pipe - double wall																
	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$52.56					
	Pick-up	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$52.56				
2	Perforated Pipe - NO Fabric																
	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$52.56					
	Pick-up	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$52.56				
3	Nonperforated Pipe - with Fabric																
	LF	\$2.16	\$3.62	\$4.84	\$6.16	\$7.93	\$11.54	\$18.34	N/A	N/A	N/A	N/A					
	Pick-up	LF	\$2.16	\$3.62	\$4.84	\$6.16	\$7.93	\$11.54	\$18.34	N/A	N/A	N/A					
4	Nonperforated Coupling																
	EA	\$3.52	\$4.86	\$6.69	\$7.55	\$12.58	\$21.44	\$30.24	\$70.29	\$97.86	\$143.15	\$167.75					
	Pick-up	EA	\$3.52	\$4.86	\$6.69	\$7.55	\$12.58	\$21.44	\$30.24	\$70.29	\$97.86	\$143.15					
5	Gasket Coupling																
	EA	N/A	N/A	\$13.07	\$14.93	\$26.14	\$31.12	\$43.57	\$104.55	\$143.15	\$167.71	N/A					
	Pick-up	EA	N/A	N/A	\$13.07	\$14.93	\$26.14	\$31.12	\$43.57	\$104.55	\$143.15	\$167.71					
6	45° Elbows																
	EA	\$15.65	\$24.65	\$44.01	\$59.04	\$81.45	\$108.52	\$221.63	\$345.15	\$528.67	\$752.32	N/A					
	Pick-up	EA	\$15.65	\$24.65	\$44.01	\$59.04	\$81.45	\$108.52	\$221.63	\$345.15	\$528.67	\$752.32					
7	90° Elbows																
	EA	\$15.51	\$24.65	\$45.28	\$67.56	\$93.99	\$131.85	\$260.75	\$539.50	\$719.00	\$1,052.00	na					
	Pick-up	EA	\$15.51	\$24.65	\$45.28	\$67.56	\$93.99	\$131.85	\$260.75	\$539.50	\$719.00	\$1,052.00					
8	Polyethylene Manholes (Nyloplast or equal)																
	EA	N/A	\$229.15	\$313.50	\$459.42	\$657.78	\$771.75	\$967.85	\$1,560.00	N/A	N/A	N/A					
	Pick-up	EA	N/A	\$229.15	\$313.50	\$459.42	\$657.78	\$771.75	\$967.85	\$1,560.00	N/A	N/A					
9	Sanitary Sewer Manhole 5 Ft. Height Complete																
	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
	Pick-up	EA	N/A	N/A	N/A	N/A											
10	Riser (to add to 5 Ft. Height)																
	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
	Pick-up	EA	N/A	N/A	N/A	N/A											
11	Manhole Lid																
	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
	Pick-up	EA	N/A	N/A	N/A	N/A											
12	Polyethylene Inlets (Nyloplast or equal)																
	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
	Pick-up	EA	N/A	N/A	N/A	N/A											
13	Storm Sewer Inlet 5 Ft. Height Complete																
	EA	\$10.00	N/A	N/A	N/A	N/A											
	Pick-up	EA	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
14	Inlet Gate (Top)																
	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					
	Pick-up	EA	N/A	N/A	N/A	N/A											
Grand Total											#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

The County reserves the right to add items without competition that were not known at the time this Bid was released.

13-B-99RF, AWARD Recommendation

Council Date: 6/20/2013

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE

ITB: 13-B-99RF Polyethylene Pipe
 CLOSED: 5/14/13, 3pm
 Opened by: I. Fegley
 Tabulated by: R. Falanga

PRIMARY VENDOR
Ferguson Waterworks
1470 Bobby Lee Point
Sanford, FL 32771
Justin Montandon, 407-859-7473

		6" dia	8" dia	10" dia	12" dia	15" dia	18" dia	24" dia	30" dia	36" dia	42" dia	BELL 42" dia	48" dia	BELL 48" dia
Polyethylene Pipe - double wall														
Perforated Pipe - NO Fabric														
Delivery or Pick-up	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$42.31	\$52.56	\$52.56
Nonperforated Pipe - NO Fabric														
Delivery or Pick-up	LF	\$1.88	\$3.14	\$4.24	\$5.42	\$6.97	\$10.17	\$16.54	\$24.36	\$30.75	\$42.31	\$42.31	\$52.56	\$52.56
Perforated Pipe - with Fabric														
Delivery or Pick-up	LF	\$2.16	\$3.62	\$4.84	\$6.16	\$7.93	\$11.54	\$18.34	nobid	nobid	nobid	nobid	nobid	nobid
Nonperforated Coupling	LF													
Delivery or Pick-up	EA	\$3.52	\$4.86	\$6.69	\$7.55	\$12.58	\$21.44	\$30.24	\$70.29	\$97.86	\$143.15	nobid	\$167.75	nobid
Gasket Coupling														
Delivery or Pick-up	EA	no bid	nobid	\$13.07	\$14.93	\$26.14	\$31.12	\$43.57	\$104.55	\$143.15	\$167.71	nobid	\$192.95	nobid
45° Elbows														
Delivery or Pick-up	EA	\$15.65	\$24.65	\$44.01	\$59.04	\$81.45	\$108.52	\$221.63	\$345.15	\$528.67	\$752.32	nobid	\$964.00	nobid
90° Elbows														
Delivery or Pick-up	EA	\$15.51	\$24.65	\$45.28	\$67.56	\$93.99	\$131.85	\$260.75	\$539.50	\$719.00	\$1,052.00	nobid	\$1,267.00	nobid
Polyethylene Manholes (Nyloplast or equal)														
Storm Sewer Manhole, 5 Ft. Height Complete														
Delivery or Pick-up	EA	no bid	\$229.15	\$313.50	\$459.40	\$657.78	\$771.75	\$967.85	\$1,560.00	nobid	nobid	nobid	nobid	nobid
Sanitary Sewer Manhole, 5 Ft. Height Complete														
Delivery or Pick-up	EA	no bid	nobid	nobid	nobid	nobid	nobid	nobid	nobid	nobid	nobid	nobid	nobid	nobid
Riser (to add to 5 ft. Height)		1 Ft.	2 Ft.											
Delivery or Pick-up	EA	nobid	nobid											
Manhole Lid														
Delivery or Pick-up	EA	nobid												
Polyethylene Inlets (Nyloplast or equal)														
Storm Sewer Inlet, 5 Ft. Height Complete		1 Ft.	2 Ft.											
Delivery or Pick-up	EA	nobid	nobid											
Riser (to add to 5 ft. Height)	EA	1 Ft.	2 Ft.											
Delivery or Pick-up	EA	\$101.00	nobid											
Inlet Grate (Top)		2' X 2'	2' X 3'											
Delivery or Pick-up	EA	nobid	nobid											

Item 7B

The County reserves the right to add items without competition that were not known at the time this Bid was released.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - C

SUBJECT: Request for approval to piggyback the City of Cocoa's pricing agreement with Flowers Chemical Lab for Laboratory Services.

LOCATION:

N/A

BACKGROUND:

The Public Work Division uses laboratory services for the testing of water quality in both the Deltona Water and Stormwater Divisions. Flowers Chemical Laboratories Inc. has a pricing agreement with the City of Cocoa and has agreed to extend that pricing to the City of Deltona. Deltona Water spends approximately \$97,200 and the Stormwater Division spends \$12,000 annually on these services.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Water and Stormwater Utility Funds

COST:

\$109,200 annually

REVIEWED BY:

Public Works Director, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, Public Works Director - Staff recommends approval to use Flowers Chemical Laboratories to purchase laboratory services piggybacking the City of Cocoa pricing agreement at approximately \$109,00 annually for an initial period through September 30, 2014 and renewing annually if funding is appropriated for each renewal period in accordance with the City of Cocoa pricing agreement.

POTENTIAL MOTION:

"I move to approve using Flowers Chemical Laboratories piggybacking the City of Cocoa pricing agreement # B-11-11-COC for laboratory services for an initial period through September 30, 2014 and renewing annually if funding is

appropriated for each renewal period in accordance with the City of Cocoa pricing agreement."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- City of Cocoa pricing agreement
- 2012 Pricing



Office of the City Clerk

*Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922*

jclark@cocoafl.org

*(321) 433-8488 – phone
(321) 433-8455 - facsimile*

September 25, 2013

Flowers Chemical Lab
Jeff S. Flowers, President
P.O. Box 150597
Altamonte Springs FL 32715-0597

Re: Amendment #2 to Purchase Agreement for Laboratory Services

Dear Mr. Flowers:

I have enclosed a certified copy of the above referenced amendment as approved and executed by the City of Cocoa on September 10, 2013.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Joan Clark".

Joan Clark, MMC
City Clerk
City of Cocoa

C: J. Walsh, Utilities Director
T. Eastburn, Finance

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
AMENDMENT #2

Agreement No. B-11-11-COC

This amendment to the purchase agreement for Laboratory Services is made and entered into as of June 25, 2013 by and between the **City of Cocoa and Flowers Chemical Lab, P.O. BOX 150597, Altamonte Springs, Florida 32715-0597.**

The agreement, entered into on March 13, 2012 is hereby amended to renew, the 2nd and final renewal option available under this agreement for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2013 and terminating on September 30, 2014.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

FLOWERS CHEMICAL LAB

CITY OF COCOA

By: Jeff S. Flowers
(Name) Printed

By: Henry U. Parrish III
(Name) Printed

President
(Title)

Mayor
(Title)

[Signature]
Signature

6/27/13
Date

[Signature]
Signature

9-9-13
Date

CC: Joan Clark, City Clerk
John "Jack" Walsh, Utilities Director
Tammy Eastburn, Procurement Card Coordinator

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a true and correct copy of records filed in the office of the City Clerk.

Witness my hand and official seal this 13 day of Sept, 20 13
JOAN CLARK, CITY CLERK
CITY OF COCOA, FLORIDA

BY: [Signature]

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

Agreement No. B-11-11-COC

This amendment to the purchase agreement for Laboratory Services is made and entered into as of July 25, 2012 by and between the **City of Cocoa and Flowers Chemical Lab, P.O. BOX 150597, Altamonte Springs, Florida 32715-0597.**

The agreement, entered into on March 13, 2012 is hereby amended to renew, the 1st of 2 renewal options available under this agreement for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2012 and terminating on September 30, 2013.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

FLOWERS CHEMICAL LAB

CITY OF COCOA

By: JEFFERSON FLOWERS
(Name) Printed

By: Michael C. Blake
(Name) Printed

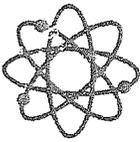
PRESIDENT
(Title)

Mayor
(Title)

[Signature] 7/26/12
Signature Date

Michael C. Blake 9/11/2012
Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh, Utilities Director
Tammy Eastburn, Procurement Card Coordinator



May 25, 2011

City of Cocoa
 Purchasing Department
 City Hall, 3rd Floor, Room 311
 65 Stone Street
 Cocoa, Florida 32922

Reference: Invitation To Bid
 Bid No.: B-11-11-COC
 Contract Laboratory Services

Dear Sir or Madame:

On behalf of Flowers Chemical Laboratories Incorporated (FCL), I am pleased to provide our response to the above referenced ITB. Established in 1957, FCL has been serving the analytical and environmental needs of our clients from the same location since 1970. In 1994, FCL expanded the existing facility and is still one of the largest privately owned laboratories in the state.

Enclosed, please find two (2) complete sets (one (1) original and one (1) copy) of our bid submittal for Bid No. B-11-11-COC. Each submittal has the requested PT for WS-DW and WP-WW & Soil as requested. Also enclosed are two (2) copies of FCL's Quality Management Plan (QMP) and the Statement of Qualifications (SOQ). The two documents will answer the questions referenced in Section 00310 of the bid.

FCL has reviewed the bid documents and is capable of meeting the deliverables specified. FCL's Project Management and Staff are knowledgeable of the city's needs and understand the importance of being proactive for the client. In addition to providing hard copy reports, FCL has developed a computer data system, which will allow the city direct access to its lab results. The website at www.flowerslabs.com will display the reports in a pdf or html format. These reports can be loaded into diskettes, electronic files, or printed reports as needed by the city. As an added feature, FCL can send electronic e-mails to notify the city when results are ready. Additionally, the purchasing department can view all invoices via the website, thus saving time and expense tracking invoices for payment. As requested in the bid, FCL will send a monthly invoice (or statement) for all work performed.

The following individuals are authorized to make representations on behalf of FCL for this ITB:

Name: Dr. Jefferson S. Flowers, PhD
 Title: President / Technical Director
 Address: 481 Newburyport Avenue, Altamonte Springs, FL 32701
 Telephone: (407) 339-5984, extension 219

Name: Philip D. Loucks
 Title: Project Manager Supervisor
 Address: 481 Newburyport Avenue, Altamonte Springs, FL 32701
 Telephone: (407) 339-5984, extension 210

City of Cocoa
 Bid No.: 11-11-COC
 Page Two

Name: John W. Lindsey, Jr.
 Title: Business Development Director
 Address: 481 Newburyport Avenue, Altamonte Springs, FL 32701
 Telephone: (407) 339-5984, extension 217

FCL currently maintains a fleet of eleven (11) field and courier vehicles. By operating our own vehicles, we can provide sample delivery and pick up service to the city seven (7) days per week (including holidays). The cost for the pick up service is \$25.00 per event. FCL's courier vehicles can be on site to provide the immediate response under emergency conditions as identified by the county.

Field Sampling has become an integral part of FCL's commitment to client service. Each of FCL's Field Service Technicians is equipped with a 4X4 vehicle, the proper meters, pumps, logbooks and training to complete all sampling in accordance with DEP-SOP-001/01. All Field Data will be submitted with reports as needed. Billing for the Sampling Charge will be the actual time for the collection of samples. FCL will not charge mileage or mobilization fees for Field Services.

FCL routinely uses the following the laboratories as subcontractors on an as needed basis:

List of Subcontractors

KNL Laboratory Services * Gross Alpha, Radium 226, Radium 228, Gross Beta, Uranium	Tampa, FL	FL DOH Certification E84025
EMSL Analytical Inc. * Asbestos, Salmonella	Orlando, FL	FL DOH Certification E87804
Pace Analytical Services, Inc. * Dioxin	Minneapolis, MN	FL DOH Certification E87605
Florida DOH Laboratory * Giardia & Cryptosporidium	Tampa, FL	FL DOH Certification E14157
Jupiter Environmental Laboratories, Inc. * Low Level Hg (EPA 1631)	Jupiter, FL	FL DOH Certification E86546
Southern Analytical Laboratories, Inc. * Bromate, Chlorite	Oldsmar, FL	FL DOH Certification E84129
Florida Spectrum Env. Services, Inc. * TOX (Total Organic Halogens)	Fort Lauderdale, FL	FL DOH Certification E86006

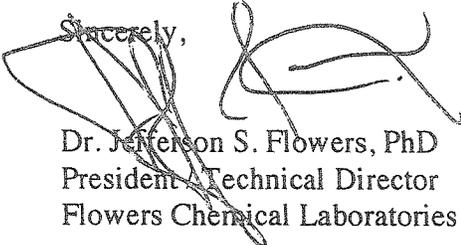
City of Cocoa
Bid No.: 11-11-COC
Page Three

All of FCL's subcontracted laboratories are NELAP accredited. Please let us know if you require any further information on these subcontractors. Based on the routine work requested it is unlikely FCL will need to subcontract any work this year.

Financial stability, industry involvement, legally defensible data and qualified staff have been a winning combination for Flowers Chemical Laboratories Inc. After more than (50) fifty years, FCL remains debt free and committed to the success of each client that we serve. In today's volatile market place, you want a company with a proven record and a solid future. While other laboratories have folded or sold out, FCL is still here and continues to expand. We were here yesterday, we are here today and we will be here tomorrow.

Thank you for the opportunity to respond to the city's ITB. The staff at FCL looks forward to a favorable response from the city. Should you need to reach me for any questions concerning this ITB or FCL, I can be reached at (407) 339-5984, ext 219.

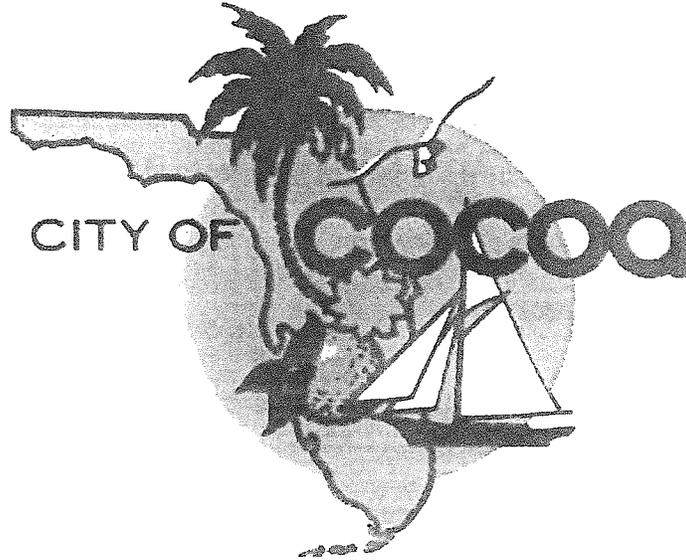
Sincerely,



Dr. Jefferson S. Flowers, PhD
President / Technical Director
Flowers Chemical Laboratories Incorporated

Bidding/Contract Documents and Specifications
For
CITY OF COCOA, FLORIDA

CONTRACT LABORATORY SERVICES



BID NO. B-11-11-COC

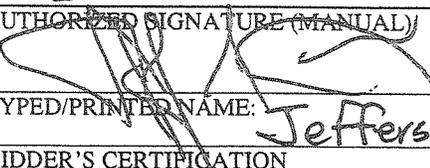
MAY 2011

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Bid #B-11-11-COC

<u>SECTION</u>	<u>DESCRIPTION</u>
00019.....	Bidder Acknowledgement Form
00020.....	Legal Ad
00100.....	Instructions to Bidders
00110.....	Local Vendor Preference Affidavit
00297.....	Certification Regarding Debarment and Suspension
00298.....	Bidder's Certification
00299.....	Check List
00300.....	Bid Form
00310.....	Specifications
00311.....	Exceptions to Specifications/Clarifications
00312.....	References
00320.....	Statement of Bidder's Qualifications
00485.....	Drug Free Workplace Certification
00700.....	General Conditions
00706.....	No Bid Response

SUBMIT BID TO: CITY OF COCOA PURCHASING DEPARTMENT 65 STONE ST. COCOA, FLORIDA 32922 PH: 321-433-8833	 INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: HANK ROWAN	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: May 2, 2011	BID TITLE: CONTRACT LABORATORY SERVICES	B-11-11-COC	
BID SUBMITTAL DATE AND TIME: June 2, 2011 @ 2:30 p.m.	BID OPENING TIME AND LOCATION: 3:00 p.m. - Cocoa City Hall, Purchasing Division Office, 3 RD Floor, Room 311.	BIDS RECEIVED AFTER SUBMITTAL DATE AND TIME WILL NOT BE ACCEPTED	
NON MANDATORY PRE BID LOCATION (IF APPLICABLE): COCOA CITY HALL, 65 STONE ST., PURCHASING DIVISION OFFICE, 3 RD FLOOR, ROOM 311.		TIME: 10:00AM	DATE: 5/17/11
BIDDER NAME: <i>Flowers Chemical Laboratories, Incorporated</i>			
MAILING ADDRESS: <i>P.O. Box 150597</i>			
CITY-STATE-ZIP: <i>Altamonte Springs, Florida 32715-0597</i>			
EMAIL ADDRESS: <i>jeff@flowerslabs.com</i>		TELEPHONE NO: <i>(407) 339-5984 x 219</i>	FAX NO: <i>(407) 260-6110</i>
AUTHORIZED SIGNATURE (MANUAL): 		TITLE: <i>President / Technical Director</i>	
TYPED/PRINTED NAME: <i>Jefferson S. Flowers, PhD.</i>		DATE: <i>5-31-11</i>	
BIDDER'S CERTIFICATION			
<p>I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.</p> <p>In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and/or services specified in the Invitation at the prices or rates quoted in my bid, including the following:</p> <p>a. Bid prices will remain firm for a period of 90 days in order to allow the City adequate time to evaluate the bids.</p> <p>b. Product delivery and/or service performance will be completed within fifteen (15) days of award, or date of purchase order.</p>			

REASON FOR NO BID (Check all boxes that apply):

- Not enough bid response time
- Specification unclear
- Our company does not handle this item/service
- Our company does not submit bids to Municipalities
- Other: (please explain)

Method bidder was informed of bid (check appropriate box):

- Received invitation by direct mail
- Viewed posted legal ad on bulletin board
- Viewed bid posting on Internet home page
- Read legal ad in newspaper
- Viewed through bid reporting service
- Other: (please explain)

1. **SUBMISSION OF BIDS:** All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.
2. **EXECUTION OF BID/PROPOSAL:** Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.
3. **BID OPENING:** Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATION:** Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa.
7. **PRICING:** Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.
8. **ADDITIONAL TERMS & CONDITIONS:** The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.
9. **TAXES:** The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.
10. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.
11. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.
12. **BRAND NAMES:** If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be bidding itself to purchase by making an award.

SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

13. **ASSIGNMENT:** Any purchase order issued pursuant to this bid/proposal and the monies which may become due hereunder are not assignable except with prior written approval of the City Manager.

14. **LIABILITY:** The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

15. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses 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.

16. **TRAINING:** Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

17. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

18. **SAFETY WARRANTY:** The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

19. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

20. **AWARDS:** As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

21. **DEFINITIONS:**
BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal.

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

CITY OF COCOA INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until 2:30 pm, Thursday, June 2, 2011 and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the Purchasing Division office, third floor, Room 311, for the following:

CONTRACT LABORATORY SERVICES

BID # 9-11-11-COC

DOCUMENTS AVAILABLE MAY 2, 2011 ON DemandStar

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at <http://www.DemandStar.com>, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoaf1.org.

A Non Mandatory Pre-Bid Conference will be held at 10:00AM, Tuesday, May 17, 2011 at Cocoa City Hall, Purchasing Division Office, Third floor room 311, located at 65 Stone St., Cocoa, Brevard County, Florida.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

**“PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON”
May 5, 2011 and May 12, 2011**

Section 00020

INSTRUCTIONS TO BIDDERS

Section 00100

BID NO. B-11-11-COC

1. **SUBMISSION OF PROPOSALS** – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.
2. **DELIVERY OF PROPOSALS** – The clock located at the reception desk in the Cocoa City Hall lobby shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID# B-11-11-COC Contract Laboratory Services** to be delivered until 2:30 p.m., June 2, 2011 and addressed to “Purchasing Manager, 65 Stone St., Cocoa, Florida 32922”. Bids will be opened at 3:00 p.m. on the same day. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.DemandStar.com or by calling 1-800-711-1712.
3. **SUBMITTAL REQUIREMENTS** – Bidders shall submit their proposal in Duplicate one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. *Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in the order listed).*

A **non-mandatory pre-bid conference** will be held at 10:00 a.m., Tuesday, May 17, 2011 at the Cocoa City Hall, Purchasing Division Office, Third floor room 311, located at 65 Stone St., Cocoa, Brevard County, Florida.

Pursuant to the requirements of Section 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. **ADDITIONAL INFORMATION** – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. **Should you have any technical questions please contact Alison Shea, Water Q.A. Supervisor at (321) 433-8707 or email ashea@cocoaf1.org .**
5. **RIGHT TO REJECT**:–The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.
6. **AMERICANS WITH DISABILITIES ACT**:–Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Manager, 65

Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

7. **FLORIDA PROMPT PAYMENT ACT:**— As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a “**Proper Invoice**” by contractor, vendor or other invoicing party shall consist of at least all of the following:
- a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
 - b. The amount due, applicable discount(s), and the terms thereof;
 - c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. The Purchase Order or Contract number as supplied by the City; and
 - e. An identification by Bureau, Office or Department of the party(ies) to who the goods were delivered or services provided.
- All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.
- Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract’s terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other “flown-down” requirements that those requirements have been complied with.
8. **PERIOD OF OFFER VALIDITY:**—Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.
9. **ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:**—Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exceptions as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.
10. **BID TABULATION:**—Bidders may obtain copies of the Bid Tabulation Sheet through DemandStar by accessing the bid number, Details, and downloading the final tabulation under Documents. This information will be available approximately three (3) days after the bid opening.
11. **PATENTS AND COPYRIGHTS:**—The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

12. **TERMINATION FOR DEFAULT:**

- (a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
- (b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- (c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- (d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Purchasing Manager that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

13. **FAMILIARITY WITH THE WORK:**—The Contractor by executing this agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

14. **COOPERATIVE PURCHASE:**—To allow, if awarded, the replication of the terms, conditions and pricing reflected in his bid by other governmental agencies to include State of Florida and its agencies, political subdivisions, counties and cities. This Cooperative purchase shall only take place at the agreement of both the bidder and the Agency seeking to participate.

Each Governmental agency desiring to accept this bid, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

15. **RIGHT TO ACCEPT OR REJECT BIDS:**—The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City may require.
16. **CORRECTION OR WITHDRAWAL OF BIDS:**—Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; **provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.**

17. **EVALUATION OF BID AWARD:**—The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, and service reputation of the bidder in determining the most advantageous bid.
18. **AGREEMENT ALTERATIONS:**—No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.
19. **QUANTITIES:**—The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.
20. **TERMS:**
- (a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.
- (b) This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.
- (d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.
- (e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement.
- (f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.
- (g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Policies.
21. **LOCAL VENDOR PREFERENCE:**

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed \$1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF THIS SECTION

SECTION 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-11-11-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed \$1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___ No (must be attached to receive preference)

Name of Business _____

BY:

Signature _____

**THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA
VENDORS/CONTRACTORS ONLY.**

**DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS
PROGRAM.**

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

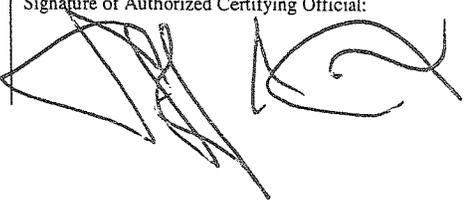
Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Jefferson S. Flowers, Ph.D.	Date:	5-31-11
Signature of Authorized Certifying Official:		Title:	President/Technical Director

Section 00297

BIDDER'S CERTIFICATION
BID NO. B-11-11-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

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

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 Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Flowers Chemical Laboratories, Inc.
Name of Business

Sworn to and subscribed before me

BY:

this 31st day of MAY, 2011

[Signature]
Signature

[Signature]
Signature of Notary

Jefferson S. Flowers, Ph.D.
Name & Title, Typed or Printed

Notary Public, State of FLORIDA

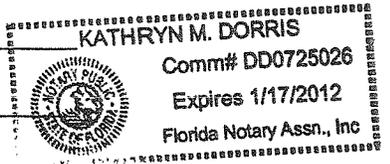
P.O. Box 150597
Mailing Address

Altamonte Springs, FL 32715-0597
City, State, Zip Code

(407) 339-5984 x 219
Area Code & Phone Number

(407) 260-6110
Area Code & Fax Number

Personally Known
- OR -
Produced Identification _____



Type: _____

Section 00298

CHECK LIST
FOR SEALED BID
Bid #B-11-11-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following checklist:

Insert	Description
Yes <input checked="" type="checkbox"/>	Bid envelope prepared as specified
Yes <input checked="" type="checkbox"/>	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes <input checked="" type="checkbox"/>	Submitted in Duplicate as requested one (1) Original and (1) Copy
1. Yes <input checked="" type="checkbox"/>	Section 00019 Bidder's Acknowledgement Form
2. Yes <input checked="" type="checkbox"/>	Section 00110 Local Vendor Preference Affidavit (if applicable)
3. Yes <input checked="" type="checkbox"/>	Section 00297 Certification Regarding Debarment & Suspension
4. Yes <input checked="" type="checkbox"/>	Section 00298 Bidder's Certification
5. Yes <input checked="" type="checkbox"/>	Section 00300 Bid Form
6. Yes <input checked="" type="checkbox"/>	Section 00311 Exceptions to Specifications
7. Yes <input checked="" type="checkbox"/>	Section 00312 References
8. Yes <input checked="" type="checkbox"/>	Section 00320 Statement of Bidders Qualifications
9. Yes <input checked="" type="checkbox"/>	Section 00485 Drug free workplace certification

Section 00299

SECTION 00300
BID FORM
CONTRACT LABORATORY SERVICES

City of Cocoa

BID NO. B-11-11-COC

Proposal of: Flowers Chemical Laboratories Incorporated
481 Newburyport Avenue ^(Name) Altamonte Springs, FL, 32701
(Address)

to provide the City of Cocoa with Contract Laboratory Services for a twelve (12) month period. Bid responses shall be forwarded as follows:

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

LINE ITEM	REQUIRED TESTS	COST PER GROUP
1	Primary Standards (62-550)	\$ 2105.00
2	Secondary Standards (62-550)	\$ 150.00
3	SOC's including Dioxin	\$ 975.00
4	VOC's	\$ 75.00
5	TTHM's	\$ 45.00
6	HAA5	\$ 105.00
7	Expanded Effluent : Priority Pollutant Volatiles, Priority Pollutant Semivolatiles, Priority Pollutant Wet Chem parameters, Priority Pollutant Metals	\$ 575.00
8	Bioassay (96-hour acute static renewal multi-concentration toxicity test using <u>Ceriodaphnia dubia</u> and <u>Cyprinella leedsi</u> .)	\$ 2,750.00

LINE ITEM	REQUIRED TESTS NUTRIENTS	COST PER TEST
9	Phosphorus, Total	\$ 15.00
10	Nitrate and Nitrite	\$ 10.00
11	Nitrogen, Total Kjeldahl	\$ 15.00
12	Nitrogen, Total	\$ 25.00
13	Ammonia	\$ 15.00
14	Chloride	\$ 13.00
15	Sulfate	\$ 13.00
16	Bromate	\$ 75.00
17	Fluoride	\$ 13.00

LINE ITEM	REQUIRED TESTS BACTERIOLOGICAL	COST PER TEST
18	Coliform, Fecal (MPN) Sludge	\$ 98.00
19	Enterococci	\$ 35.00

LINE ITEM	REQUIRED TESTS METALS	COST PER TEST
20	ICP/MS Metals	\$ 8.00
21	ICP Metals	\$ 8.00
22	Mercury	\$ 15.00
23	Mercury (low level)	\$ 85.00
24	Sodium	\$ 8.00
25	Lead and Copper	\$ 15.00
26	Lab Pure Metals for Annual DI water Quality	\$ 56.00
27	Biosolids 503 Metals and Nutrients (sludge parameters)	\$ 175.00

LINE ITEM	REQUIRED TESTS RADIOLOGICALS	COST PER TEST
28	Gross Alpha	\$ 30.00
29	Radium 226	\$ 65.00
30	Radium 228	\$ 75.00
31	Uranium	\$ 75.00

LINE ITEM	REQUIRED TESTS VARIOUS	COST PER TEST
32	Turbidity	\$ 5.00
33	Individual THM (Dichlorobromomethane)	\$ 45.00
34	Total Organic Carbon	\$ 35.00
35	Base Neutral Extractables (525.2) Di(2-ethylhexyl)phthalate	\$ 125.00
36	Asbestos	\$ 115.00
37	Total Dissolved Solids	\$ 15.00
38	Lab DI Water Use Test	\$ 225.00
39	Volatile Solids	\$ 15.00
40	pH	\$ 5.00
41	Foaming Agents	\$ 20.00
42	Odor	\$ 15.00
43	Alkalinity	\$ 13.00
44	cBOD	\$ 18.00

LINE ITEM	NON-REQUIRED TESTS VARIOUS	COST PER TEST
45	Perchlorate	\$ 150.00
46	Chromium 6 (EPA Method 218.6)	\$ 150.00

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) **FAMILIARITY WITH THE WORK:**

The Contractor by executing this agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

- 2) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within thirty (30) consecutive calendar days following original Purchase Order.
- 3) Any deviation to the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS).
- 4) The quantities provided in the Bid Invitation are estimated usage for this project. Estimated quantities are for Bid preparation only and should not be interpreted as restrictive minimum or maximum quantities to which bid prices apply.

5) The Contract is for a period from October 1, 2011 through September 30, 2012. Contract is renewable for two (2) consecutive twelve (12) month periods, at the same rates, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council.

6) FOB POINT: TBA

7) Terms of Payment: 30 days (Invoiced Monthly)

8) The City shall receive shipment, as required, within 7 days from receipt of Purchase Order.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this _____ day of _____, 2011.

Flowers Chemical Laboratories, Inc.
(Company or Corporation Name)

P.O. Box 150597
(Street or P.O. Box)

Altamonte Springs, FL 32715-0597
(City, State and Zip Code)

(407) 339-5984 x 219
(Area Code and Phone Number)

(407) 260-6110
(Area Code and Fax Number)

By Jefferson S. Flowers, PhD
President/Technical Director
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

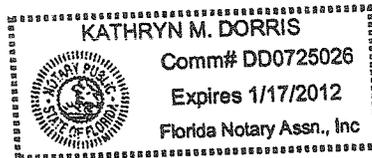
JEFFERSON S. FLOWERS who, after first being sworn by me,

affixed his/her signature in the space provided above on this 31ST day of

MAY, 2011.

My commission Expires:

Kathryn M. Dorris
(Notary Public)



Section 00310
SPECIFICATIONS
B-11-11-COC
CONTRACT LABORATORY SERVICES

Budget for FY2012 (October 1, 2011 to September 30, 2012) includes routine water and wastewater laboratory services to comply with Florida Department of Environmental Protection (FDEP) and USEPA regulations. Contract Laboratory must be able to analyze and report results to the City of Cocoa Utilities Department in a timely manner and in the proper FDEP format.

Applying Laboratory must comply with the following specifications:

1. Laboratory must be NELAC Certified. Provide Laboratory personnel qualifications and laboratory performance:
 - a) Laboratory Section Technical Directors (experience)
 - b) Project manager (experience)
 - c) NELAC Audits (last FDOH audit)
 - d) Proficiency Tests (last year of PTs)
2. Laboratory must provide Certification and scope of work
 - a) If subcontracting "specialty" samples by primary laboratory, subcontract laboratories must be NELAC certified. Clearly specified which analytes will be subcontracted.
 - b) Subcontractors need to provide copy of NELAC certification and analyte sheet.
3. Contract lab will provide and deliver/mail all necessary containers.
4. Laboratory must be able to complete analysis and report results within 15 working days (turn-around time).
5. Test methods and method detection limits (MDLs) shall be in accordance with water and wastewater monitoring and reporting as appropriate.
 - a) SDWA (regulations, reporting forms) 62-550.730, 40 CFR 141.86, 40 CFR 141.87
 - b) 40 CFR part 136 (CWA), NPDES
 - c) EPA/600/4-90/027F (or the most current edition)
 - d) DEP rules 62-550.310, 315, 320, 400, 405, 410, 415, 511, 512, 513, 514, 515, 516, 517, 519, 520, 521, 821
 - e) 40 CFR 503.8 sludge
6. Contract lab must be able to facilitate and be capable to keep City of Cocoa water and wastewater treatment plants collection schedule (Weekly, Monthly, Quarterly and Annual samples).
7. Laboratory must have the ability to perform the scope of work throughout the term of the contract.
8. The "Non-Required Tests Various" are analytes that may become regulatory in the near future. As these tests are not currently required, it is not essential that the bidding laboratory perform these analysis to submit for this bid.
9. If a courier service is available, please include price as separate service.
10. The price quote will remain in effect for the 2012 fiscal year (October 1, 2011 to September 30, 2012).
11. Cost breakdown should indicate price per analyte however, some can be quoted as a group price.

EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

Section 00311

BID NO. B-11-11-COC

N/A

SECTION 00311

Page 1 of 1

Page 21 of 38

REFERNCES
CONTRACT LABORATORY SERVICES
 BID #B-11-11-COC
 Section 00312

Bidder shall submit as a part of the bid package, three- (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of References must be of similar nature and size preferably governmental/Municipalities.

Business Name	City of Haines City
Address	P.O. Box 1507, Haines City, FL 33845
Telephone Number	(863) 412-3690
Contact Person	Troy Cassidy

Business Name	City of Melbourne
Address	6055 Lake Washington Pl. Melbourne, FL 32934
Telephone Number	(321) 255-4622
Contact Person	

Business Name	City of Clermont
Address	3335 Hancock Rd. Clermont, FL 34712
Telephone Number	(352) 394-4081
Contact Person	Robert Reed

SECTION 00320

BID # B-11-11-COC

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires. (Fill out only those sections that apply to this offering)

- A. Name of Bidder: Flowers Chemical Laboratories, Incorporated
- B. Permanent main office address: 481 Newburyport Ave. Altamonte Springs, FL 32701
- C. When organized (Month/Year): May 30, 19 86
- D. If a corporation, where incorporate (State): Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years) 53 years in Business.
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates
City of Melbourne	\$41,000/yr	ON GOING
City of Clermont	\$35,000/yr	ON GOING
Florida Keys Aqueduct Authority	\$80,000/yr	ON GOING
Florida Dept. of Corrections	\$200,000/yr	ON GOING

- G. General character of work performed by your company. FCL provides laboratory analyses for water, wastewater, groundwater, surface water and solid waste (landfill) clients. Additionally, FCL provides in-house field sampling and courier services. At present, FCL has four (4) locations in Florida.

- H. Have you ever failed to complete any work awarded to you? Yes No If yes, please specify where and why:

I. Have you ever defaulted on a contract? Yes No If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed
City of Key West	\$53,000/YR	5/11	5/11
Seminole County Utilities	\$125,000/YR	June	'09
Lee County Solid Waste	\$75,000/YR	ON GOING	'11
Florida Dept. of Corrections	\$200,000/YR	ON GOING	'11

K. List your major equipment: See Attached List

L. Experience in construction work similar in type to this project. _____

N/A

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience
<p>Please Refer to FCL's Statement of Qualifications</p>			

- N. Credit available: \$ N/A
- O. Give bank reference: Sun Trust Bank - Dee Simpson - (407) 830-4024
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes No

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Seminole this 31st day of MAY, 2011.
(County)

Flowers Chemical Laboratories, Inc. By: [Signature]
(Name of Organization) (Title)

State of Florida County of Seminole

Jefferson S. Flowers, Ph.D. being duly sworn deposes and says that he is
 (Name)
 the President/Technical Director Flowers Chemical Laboratories, Inc.
 (Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 31st day of MAY, 2011.

Kathryn M. Dorris
 (Notary Public)
 KATHRYN M. DORRIS
 Comm# DD0725026
 Expires 1/17/2012 (Commission expires)
 Florida Notary Assn., Inc
 (Commission Number)

Section 00485
DRUG FREE WORKPLACE CERTIFICATION
BID NO. B-11-11-COC

IDENTICAL TIE BIDS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace And specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that 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.

Flowers Chemical Laboratories, Inc.

 (Company)



 (Signature & Title)
President/Technical Director

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GENERAL CONDITIONS

Section 00700

City of Cocoa

Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. FORM OF AGREEMENT
- B. PROPOSAL
- C. SPECIAL PROVISIONS
- D. INSTRUCTIONS TO BIDDERS
- E. GENERAL CONDITIONS

F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION

The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

Neither party shall employ or hire any employees of the other party without his consent.

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change

will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

The value of any such extra work or change will be determined in one or more of the following ways:

- (A) By mutual acceptance of a lump sum.
- (B) By unit prices named in the contract or subsequently agreed upon.
- (C) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work, or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. USE OF COMPLETED PORTIONS

The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

- (A) Defective work not remedied.
- (B) Claims filed or reasonable evidence indicating probable filing of claims.
- (C) Failure of the Contractor to make payment properly to subcontractors or for materials or labor.
- (D) The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.

(E) Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

Article 27. CONTRACTOR'S LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services be performed by the Contractor or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fee for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (A) All employees on the Work and other persons who may be affected thereby.
- (B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- (C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 32. LIENS

Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving

any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS

The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Project Manager for, and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

Article 37. PROJECT MANAGER'S STATUS

The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS

The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract.

All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK

The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP

The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF SECTION 00700

NO BID RESPONSE
TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # **B-11-11-COC**

CONTRACT LABORATORY SERVICES

OPENING DATE: 5/2/11
DUE BY: 2:30 p.m.
OPENING TIME: 3:00 p.m.

Reason for Not Bidding _____

Company Name: _____

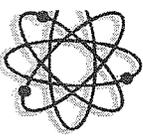
Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

SECTION 00706
Page 1 of 1



June 28, 2012

Scott Ruland, Chief Operator
City of Deltona
401 Fisher Drive
Deltona, FL 32725

Dear Scott:

Flowers Chemical Laboratory Incorporated is pleased to provide the following prices from the City of Cocoa Contract (B-11-11-COC) for analytical services:

Parameter(s)	Cost per Sample	Parameter(s)	Cost per Sample
CBOD5	\$ 18.00 each	Chloride	\$ 13.00 each
Total Coliform	\$ 15.00 each	Fecal Coliform	\$ 20.00 each
Gross Alpha (KNL)	\$ 30.00 each	HPC @ 20*C	
Lead (by ICPMS)	\$ 8.00 each	Copper	\$ 8.00 each
Nitrate	\$ 10.00 each	Nitrite	\$ 10.00 each
Radium 226 (KNL)	\$ 65.00 each	Radium 228 (KNL)	\$ 75.00 each
Sulfate	\$ 13.00 each	Total Dissolved Solids	\$ 15.00 each
Total HAA's	\$105.00 each	Total Kjeldahl Nitrogen	\$ 15.00 each
Silica	\$ 15.00 each	TOC	\$ 35.00 each
TSS	\$ 10.00 each	Specific Conductance	\$ 5.00 each
Total Hardness (calc.)	\$ 10.00 each	Calcium	\$ 8.00 each
Magnesium	\$ 8.00 each	Potassium	\$ 8.00 each
Sodium	\$ 8.00 each	Alkalinity	\$ 13.00 each
Iron	\$ 8.00 each	Total THM's	\$ 45.00 each
503 Sludge Analysis	\$175.00 each	P/S Inorganics*	\$300.00 each
SOC's (w/o Dioxin)	\$650.00 each	VOC's	\$ 75.00 each
Courier P/U Fee	\$ 25.00 each		

* Without Asbestos

Anything not in the bid pricing will be at FRWA prices before list price. See attached FRWA Prices.

Payment Terms: Existing client.

Thank you for the opportunity to provide this quotation. Please contact me at (407)-339-5984, ext. 217 or (863) 412-3950, if you need further information.

Sincerely,

John W. Lindsey, Jr.
Business Development Director
Flowers Chemical Laboratories Inc.

62-550 Drinking Water Pricing

Effective 08/01/08

Primary Standards		<u>Price (ea)</u>
(1)	Primary Inorganics (w/o Asbestos*)	62-550.310(1) \$ 165.00
(2)	Primary Organics	
	a. Total Trihalomethanes (TTHM)	62-550.310(2) (a) \$ 45.00
	b. Volatile Organic Compounds (VOC)	62-550.310(2) (b) \$ 75.00
	c. Synthetic Organics (without dioxin)	62-550.310(2) (c) \$ 675.00
	Dioxin only by EPA1613	by quote
(3)	Microbiological (Total Coliform)	\$ 15.00**
(4)	Radionuclides (Gross Alpha only)	62-550.310(3) \$ 40.00
** (\$10.00 more on Friday)		
Secondary Standards		62-550.320 \$ 150.00
Drinking Water Scan		\$ 1065.00
(Includes Primary Inorganics, VOC, SOC (formerly Pesticides & PCB's) and Secondaries) (w/o Asbestos, or Dioxin)		
Lead & Copper		\$ 20.00****
Nitrate/Nitrite Only (Primary Inorganics)		\$ 25.00****
Radium 226 or Radium 228 (Subcontracted)		\$ 135.00
Asbestos * (Primary Inorganics) (Subcontracted)		\$ 225.00
Disinfection Byproducts		
Total Trihalomethanes by EPA 502.2 and Haloacetic Acids (HAA5) by EPA552.2		\$ 150.00

Prices based on a Turnaround Time of 10 Working days, except Radiological samples (3 weeks).

(Expedited turnaround times available at an increased cost factor)

Prices include shipping necessary sample containers to the client. Return shipping is the client's responsibility unless other arrangements are made.

Contact: John W. Lindsey, Jr

Business Development Manager

These prices are for the exclusive use of active FRWA members

Flowers Chemical Laboratory, Inc.

Wastewater/Monitoring Well Analysis

Parameter	Price (ea)
BOD or CBOD	\$ 20.00
COD	\$ 25.00
Total Suspended Solids	\$ 12.00
Total Dissolved Solids	\$ 12.00
Total Solids	\$ 12.00
Nitrate (NO3)	\$ 15.00
Nitrite (NO2)	\$ 15.00
Ammonia (NH3)	\$ 15.00
Total Kjeldahl Nitrogen (TKN)	\$ 25.00
Total Nitrogen (TN = TKN + NO3 + NO2)	\$ 45.00
Total Organic Nitrogen (TKN-NH3) (TON)	\$ 35.00
Total Phosphorous (TP)	\$ 15.00
Chloride (CL-)	\$ 15.00
Sulfate (SO4-)	\$ 15.00
Turbidity (TB)	\$ 15.00
pH	\$ 5.00
Conductivity	\$ 7.50
Total coliform**	\$ 15.00
Fecal coliform**	\$ 20.00
Standard Plate Count** (HPC)	\$ 35.00
Gross Alpha +	\$ 40.00
Gross Beta +	\$ 40.00
Radium 226 +	\$ 135.00
Radium 228 +	\$ 135.00
Hardness, Total	\$ 15.00
Metals by 200.7/200.8)or(6010/6020) price per metal	\$ 14.00
Mercury	\$ 23.00
Alkalinity	\$ 15.00
Color	\$ 15.00
Total Organic Carbon (TOC)	\$ 30.00
Fluoride	\$ 15.00
Hydrogen or Total sulfide	\$ 35.00
MBAS (Surfactants)	\$ 25.00
Sludge Analysis (40CFR 503, 62-640)	\$ 200.00
Fecal MPN (sludge) call for analysis schedule	\$ 95.00

**(\$10.00 more on Friday & day before holidays)
All prices are based on standard turnaround time.

Field Sampling - call for quote

+ subcontracted

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

Agreement No. B-11-11-COC

This amendment to the purchase agreement for Laboratory Services is made and entered into as of July 25, 2012 by and between the City of Cocoa and Flowers Chemical Lab, P.O. BOX 150597, Altamonte Springs, Florida 32715-0597.

The agreement, entered into on March 13, 2012 is hereby amended to renew, the 1st of 2 renewal options available under this agreement for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2012 and terminating on September 30, 2013.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

FLOWERS CHEMICAL LAB

CITY OF COCOA

By: JEFFERSON FLOWERS
(Name) Printed

By: Michael C. Blake
(Name) Printed

PRESIDENT
(Title)

Mayor
(Title)

[Signature]
Signature

7/26/12
Date

Michael C. Blake
Signature

9/11/2012
Date

CC: Joan Clark, City Clerk
John "Jack" Walsh, Utilities Director
Tammy Eastburn, Procurement Card Coordinator



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - D
SUBJECT: Request for approval of RFP#14002 for General Contractors for the NSP 1 and 3 Programs.

LOCATION:

N/A

BACKGROUND:

Staff posted an RFP for General Contractors for the NSP 1 and 3 Programs. The RFP was sent out to 693 companies with 22 companies downloading it. There were four (4) responses from the following companies:

- A.G. Pifer Construction
- Gallery Homes of DeLand, Inc.
- Dorado Aqua Cops
- Black Street Enterprise

A Selection Committee (Committee) scored the four (4) proposals and a Selection Committee meeting was scheduled to determine how many companies the Committee wanted to present to the City Commission for approval. If approved, the General Contractors will be placed on a list to bid against each other for work on the NSP homes. The Selection Committee interviewed the firms and unanimously decided that they wanted to add all four (4) companies to the list.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

HUD NSP Funds

COST:

Within NSP Funding Limits

REVIEWED BY:

Finance Director, 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 selection of the General Contractors A.G. Pifer, Gallery Homes of DeLand, Inc., Dorado Aqua Cops, and Black Street Enterprises to be added to a list of companies to be used for the NSP 1 and 3 Programs.

**POTENTIAL
MOTION:**

"I hereby move to approve the selection of the General Contractors A.G. Pifer, Gallery Homes of DeLand, Inc., Dorado Aqua Cops, and Black Street Enterprises to be added to a list of companies to be used for the NSP 1 and 3 Programs."

**AGENDA ITEM
APPROVED BY:**

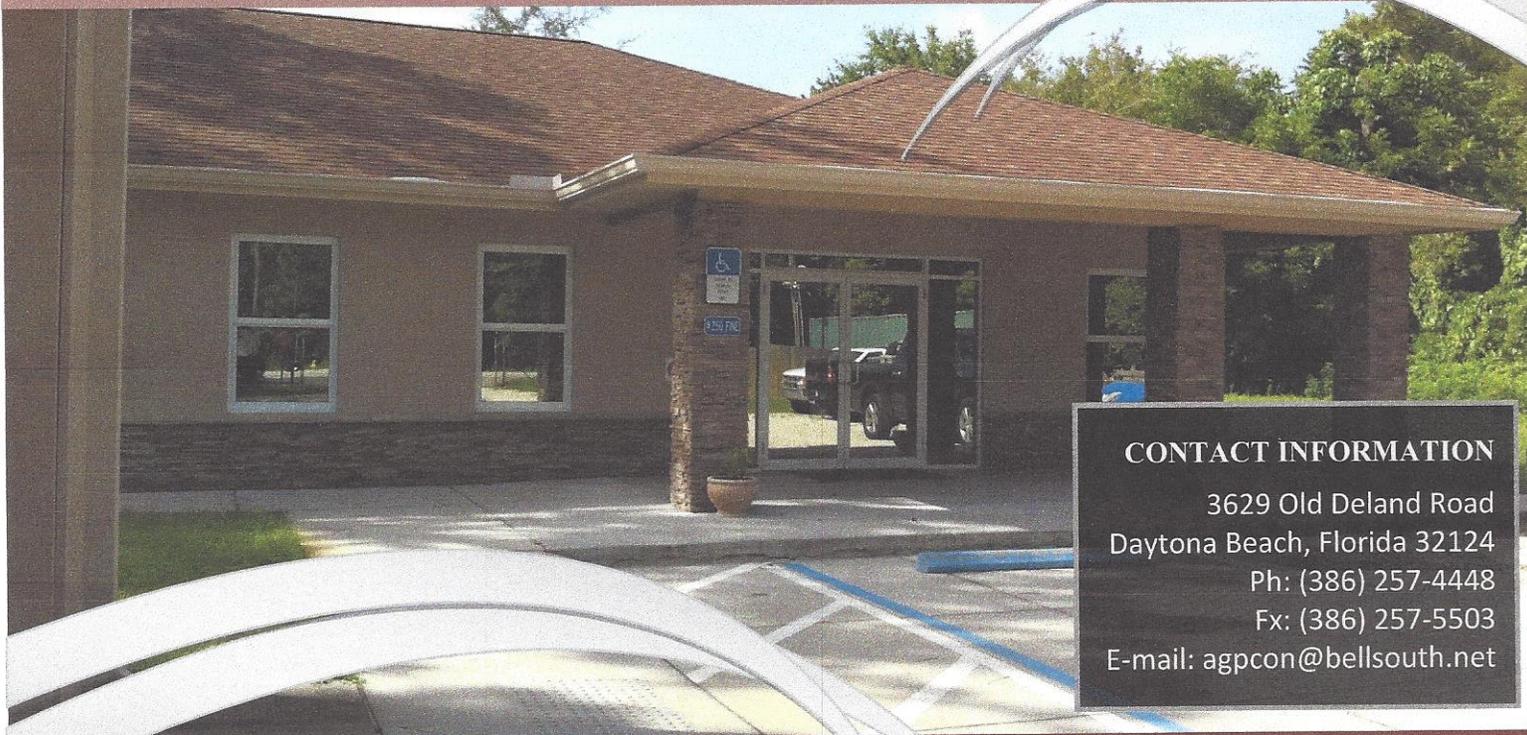
William D. Denny, Acting City
Manager

ATTACHMENTS:

- Proposal from A.G. Pifer Construction
- Proposal from Gallery Homes of DeLand, Inc.
- Proposal from Black Street Enterprises
- Proposal from Dorado Aqua Cops
- Combined Score Sheet

A.G. PIFER CONSTRUCTION CO. INC.

LETTER OF INTEREST



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

October 10, 2013

We would like to thank The City of Deltona for giving us the opportunity to pre-qualify for General Contracting Services for Housing and Community Development. Please accept this correspondence as our Letter of Interest to your Request for Pre-Qualifications, which is due Thursday, October 10, 2013 at 2:00pm. Mr. Pifer, your contact person for additional information is attesting that the information provided is current and factual. You are also welcome to contact Project Manager/Estimator, Michael Clobridge or Office Manager/Project Coordinator, Sheri Scarsella.

A.G. PIFER CONSTRUCTION CO. INC. has been providing construction services to the City of Deltona since August of 2010 for the Neighborhood Stabilization Program and the S.H.I.P. program. We have successfully completed over 30 homes in the Deltona Area.

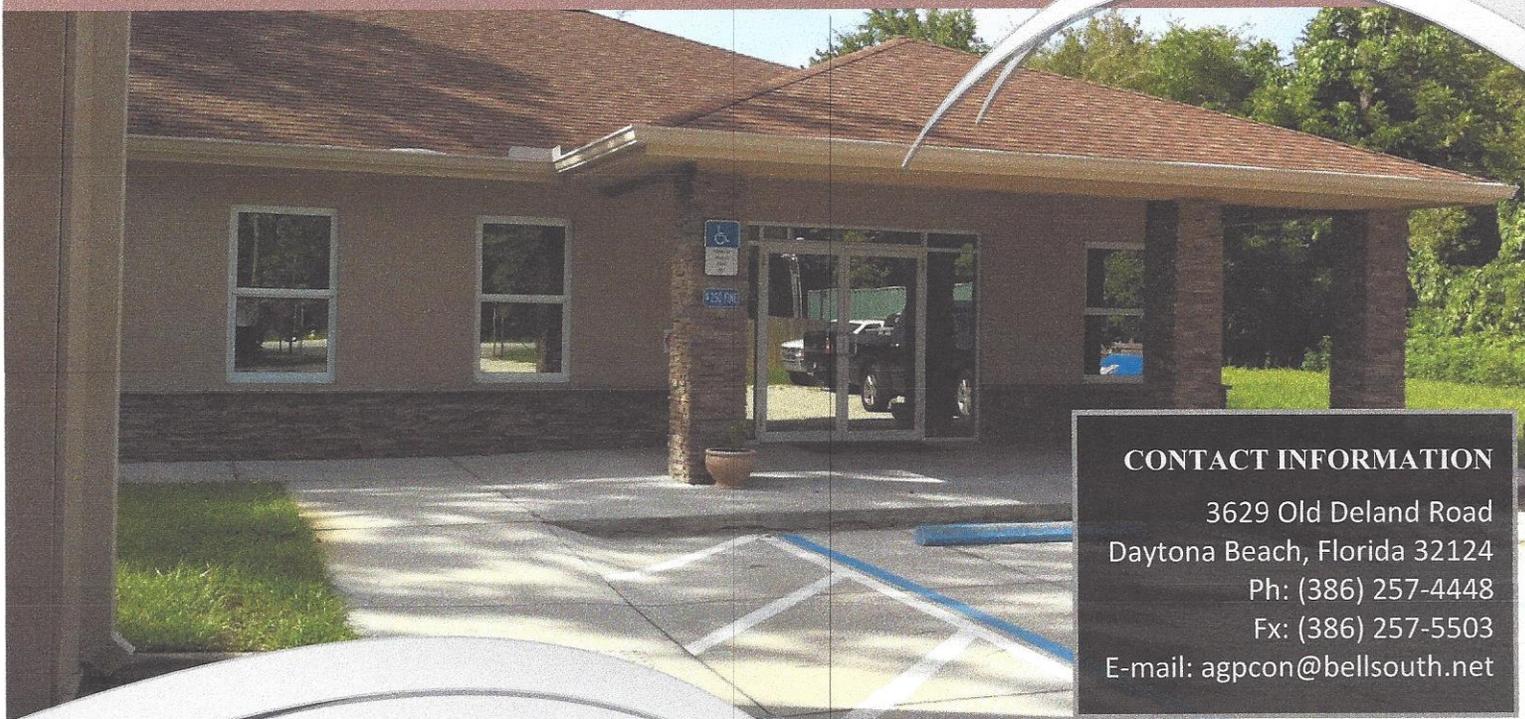
Yours very truly,

Anthony Gregg Pifer, President

A.G. PIFER CONSTRUCTION CO. INC.

COMPANY PROFILE

2013



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

LEGAL NAME: A.G. Pifer Construction Co. Inc.

DATE OF INCEPTION: December 22, 1989

BUSINESS STRUCTURE: Florida Certified General Contractor – License #CGC040437
Qualifying License # QB45193

TYPE OF OWNERSHIP: Local Business

LENGTH OF EXISTENCE: 24 Years

PARENT COMPANY: N/A

MAIN OFFICE: 3629 Old Deland Road, Daytona Beach, FL 32124

KEY INDIVIDUALS: Anthony Gregg Pifer, President, 42 Years
Michael Clobridge, Project Manager/Estimator, 40 Years
Sheri Scarsella, Project Coordinator/Office Mnger, 10 Years

TOTAL PERSONNEL: 14 Employees

Completed NSP Homes

961 Marquette Court
989 West 9th Street
1972 Matico Avenue
1231 Wheeling Avenue
2490 Dumas Drive
2350 Dumas Drive
943 Elkcarn Boulevard
1950 West Nemo Drive
3016 Kirkland Street
1285 Fieldstone Avenue
2748 Haulover Boulevard
882 Vercelli Street
3064 Blaine Circle
2981 Irondale Street
2042 Van Orman Drive
913 West 9th Street
1629 Elkcarn Boulevard
1450 Tune Avenue
711 Nardello Drive
1285 Fieldstone Avenue
2896 Courtland Terrace
884 Shorecrest Avenue
1837 East Chapel Drive
1768 Philadelphia Court
1240 Elkcarn Boulevard
1638 Baltimore Avenue
980 Trellis Avenue

AC# 6202507

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071400386

DATE	BATCH NUMBER	LICENSE NBR
07/14/2012	118214220	CGC040437

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

PIFER, ANTHONY GREGG
A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Complete Projects with an Effective Plan.

- Participate in the initial concept details with the Owner, design professionals, staff and regulatory agencies providing feedback to insure true "Partnership" of all involved parties.
- Provide "Constructability Preview" of concept design documents with recommendations to the Architect for design modifications that will increase quality/constructability of systems, methods, and materials.
- Establish preliminary budgets based on available design concepts and intended use.
- Upon completion of Schematic Design Phases (site development, floor plan, elevations, building section and schematic MEP drawings) evaluate to determine if costs are in line with preliminary budgets.
- Participate with Architect and Owner in permitting procedures required for construction.
- Provide for advertising and the distribution of bidding documents. Pre-qualify interested subcontractors.
- Maximize the utilization of small and local enterprises through pre-bid contacts and packaging of bidding segments to allow participation.
- Schedule and conduct pre-bid conference in conjunction with the Architect and Owner to review specifics of the bid documents.
- Update budget and schedule to ensure consistency with bids received.
- Review and analyze bids with Owner and Architect prior to award of contracts.
- Proceed with the construction of all infrastructure and site improvements.
- Monitor and control construction activities to insure all meet with the requirements of the contract documents and provides the highest level of quality.
- Provide monthly reporting to Owner on status of project as it relates to scheduling, budget, completed work and future projections.
- Compile all warranty, close-out documents and as-built drawings to turn over to Owner.

Cost Control & Scheduling Procedures

A.G.P.'s scheduling system and cost control is utilized by Microsoft Project software. This software tracks job progress and project costs.

A.G.P. maintains full time Supervision for Field Management on each project. This insures Sub-contractor time compliance and quality of trade performed.

Each project is unique in nature and creates different challenges, which is met with quick response and resolve. A.G.P.'s ability to hold project schedules and budgets has been proven to be successful by using the most important aspect of a project, communication. Communication is the most important aspect applied to our projects. We pride ourselves on this attribute.



FINANCIAL REFERENCES:

Ms. Karen Jacobs

Bank of America

5320 West State Road 46

Sanford, FL 32771

Ph: (407) 322-6100



Mr. Doug Martin

Martin & Associates CPA

1440 N. Nova Road, #201

Holly Hill, FL 32117

Ph: (386) 252-6075

Mr. Don Bramlage,

Florida Surety Bonds

435 S. Ridgewood Avenue #203

Daytona Beach, FL 32114

Ph: (386) 898-0507

TRADE REFERENCES:

Mr. Dick Branch

Atlas Glass

4191-B Dairy Court

Port Orange, FL 32127

Ph: (386) 767-0711

Derek Cunha

Bullseye Painting

2101 Green Street

South Daytona, FL 32119

Ph: (386) 233-4016

William Ellzey

HD White Cap Supply

P.O. Box 535209

Atlanta, GA 30353

Ph: (386) 274-4970

Brad Giles

Giles Electric

1700 S Segrave Street

South Daytona, FL 32119

Ph: (386) 767-5895

Phil Watercutter

Prestige Concrete Products

1189 Indian Lake Road

Daytona Beach, FL 32124

Ph: (407) 802-3540

A.G. PIFER CONSTRUCTION CO. INC.

MR. ANTHONY GREGG PIFER

President

A.G. Pifer Construction Co. Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget. He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.

CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

42 Years Experience in Construction

Tenure with the Company

24 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437
Jessica Lungford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Operator
Chief Financial Executive

A.G. PIFER CONSTRUCTION CO. INC.

MR. MICHAEL CLOBRIDGE

Project Manager / Senior Estimator

Mr. Michael Clobridge was raised into a construction home in upstate New York, a son to a Master Electrician / Journeyman. Throughout his life, Mr. Clobridge has gained experience in all aspects of construction.

In 1978, Mr. Clobridge was enlisted into the Navy Service's CB division as an engineering aide, which conducted many aspects of Engineering for the Navy, including services such as soil testing, surveying, drafting and all other aspects of engineering. Mr. Clobridge remained with the Navy for five years.

After he left the Navy, Mr. Clobridge spent most of the following years in all aspects of Construction, ranging from Carpentry to Draftsman, layout man, refrigeration, HVAC, controls, while engaging in construction on drug stores, carpet stores, houses, water treatment plants, automotive stores and many more types of projects. Through each project, Mr. Clobridge gained his vast knowledge of construction projects which would be in turn utilized in his future careers.

Mr. Clobridge then became self-employed in contracting for commercial / retail facilities in upstate New York.

Mr. Clobridge decided to further his career and move down south to Florida, where he applied for a temporary Superintendent position with A.G. Pifer Construction Co. Inc. This temporary employment blossomed in a seven year career, where Mr. Clobridge advanced from Superintendent, to Lead Superintendent, to Project Manager, then to his current position as Senior Project Manager and Estimator.

Mr. Clobridge will be a very valuable member on your projects and will be readily available to remedy and supervise all aspects of each project.

CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

40 Years Experience in Construction

Tenure with the Company

7 Years with A.G.P.

Qualifications

Jessica Lungford Certified
LEED Certified

Primary Role

Senior Project Manager
Senior Estimator

A.G. PIFER CONSTRUCTION CO. INC.

MRS. SHERI SCARSELLA

Project Coordinator / Office Manager

Mrs. Sheri Scarsella was also born into a construction home in upstate New York, her father an Owner of a successful 40 years old Remodeling business.

In 2003, Mrs. Scarsella (formally Ms. LaPlante) was hired by a local Architecture firm as receptionist / Office Manager in training. Her career, as well as that firm, blossomed into a success and Mrs. Scarsella gained a vast knowledge of the construction field as well as business management. In her six years with that firm, Mrs. Scarsella developed very close relationships with various subcontractors and contractors in the Volusia County area, as well as relationships with clients. She mastered many programs, including Quickbooks accounting, Excel, Word, Outlook and other office management software.

Mrs. Scarsella then decided to branch her career out and was hired by Mr. Pifer to become Office Manager of A.G. Pifer Construction Co. Inc. In working with A.G. Pifer construction, Mrs. Scarsella gained a different aspect into the construction field. She successfully managed the office and business under Mr. Pifer.

In 2011, Mrs. Scarsella accepted employment with Volusia County Schools as a High School Teacher, which she remained for three years. During her employment with Volusia County Schools, Mrs. Scarsella returned to A.G. Pifer Construction to help maintain the management of the office and replace the various Office Manager's that moved on.

In January of 2013, Mrs. Scarsella returned to A.G. Pifer Construction as Project Coordinator.

CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

10 Years Experience in Construction

Tenure with the Company

4 Years with A.G.P.

Qualifications

Notary Public, EE866836

Primary Role

Project Coordinator
Office Manager

EXPERIENCE/COMPLETED PROJECTSFirm's Name: A.G. Pifer Construction, Co. Inc.

List below the requested information concerning projects your organization has completed for the type of work required in this project (Use additional sheets, if necessary).

Project Description	Project Location	Contract Value	Owner's Name, Address and Phone
2013 NSP Program - 1450 Tune Avenue	Deltona, Florida	\$ 13,425.46	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8603
2013 NSP Program - 711 Nardello Drive	Deltona, Florida	\$ 51,513.82	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8604
2013 NSP Program - 1285 Fieldstone Avenue	Deltona, Florida	\$ 4,135.80	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8605
2013 NSP Program - 852 Adler Drive	Deltona, Florida	\$ 55,702.60	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8606
2013 SHIP Program - 531 Katherwood	Deltona, Florida	\$ 5,987.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8607
2013 SHIP Program - 2621 Eustace Avenue	Deltona, Florida	\$ 24,433.70	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8608
2012 NSP Program - 3230 Tallwood Drive - New Home	Deltona, Florida	\$ 143,757.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8609
2012 NSP Program - 2896 Courtland Terrace	Deltona, Florida	\$ 31,940.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8610
2012 NSP Program - 884 Shorecrest Avenue	Deltona, Florida	\$ 62,955.23	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8611
2012 NSP Program - 1837 East Chapel Drive	Deltona, Florida	\$ 43,568.91	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8612

*Please See Attached Completed Jobs & In Progress Jobs Spreadsheets for Complete Lists

EXPERIENCE/COMPLETED PROJECTSFirm's Name: A.G. Pifer Construction, Co. Inc.

List below the requested information concerning projects your organization has completed for the type of work required in this project (Use additional sheets, if necessary).

Project Description	Project Location	Contract Value	Owner's Name, Address and Phone
2012 NSP Program - 1768 Philadelphia Court	Deltona, Florida	\$ 60,168.31	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8603
2012 NSP Program - 1240 Elkcam Boulevard	Deltona, Florida	\$ 38,292.72	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8604
2012 NSP Program - 1638 Baltimore Avenue	Deltona, Florida	\$ 57,587.15	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8605
2012 NSP Program - 980 Trellis Avenue	Deltona, Florida	\$ 60,408.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8606
2012 SHIP Program - Spencer Residence	Deltona, Florida	\$ 22,837.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8607
2012 SHIP Program - Ramos Residence	Deltona, Florida	\$ 7,395.00	City of Deltona 2345 Providence Boulevard, Deltona, FL 32725 Ph: (386) 878-8608

*Please See Attached Completed Jobs & In Progress Jobs Spreadsheets for Complete Lists



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpifer-construction.com • Email agpcon@bellsouth.net

2013 PROJECTS IN PROGRESS

Job #	Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
	City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 386-878-8102	4/29/2013	Current	\$ 300,000.00
15-13	Lake Forest Apts - Balconies & Staircase 600 Jimmy Ann Drive Daytona Beach FL 32114	Lake Forest Acquisition Corp Donna Penny 1004 Farnam Street Suite 400 Omaha NE 386-253-5710	4/15/2013	Current	\$ 35,541.00
17-13	Ruegger - Steel Building 2629 Magnolia Road Deland, FL	Mr. Ruegger 2629 Magnolia Road Deland, FL	Awarded	Current	\$ 89,000.00
22-13	Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	6/3/2013	Current	\$ 371,737.00
30-13	Votran Bus Stop Signs - Phase II Various	Votran 950 Big Tree Rd South Daytona FL 32119	7/16/2013	Current	\$ 500,000.00
32-13	FAA - Refurbishment of DAB SSC Bldg 1580 Aviation Center Pkwy Daytona Beach FL 32114	Federal Aviation Administration Jacksonville District Office Program Operations Center 9685 Jeff Fuqua Blvd Orlando FL 32827	7/29/2013	Current	\$ 35,364.00
33-13	Dove Villas - Kitchen Remodel 1150 Jimmy Ann Dr Daytona Beach FL 32117	UCP/WORC 1100 Jimmy Ann Dr Daytona Beach FL 32117 386-274-6474	Awarded	Current	\$ 103,618.00
37-13	Daytona Aircraft - Office Remodel 561 Pearl Harbor Drive Daytona Beach, FL 32114	Daytona Aircraft Services, Inc. 561 Pearl Harbor Drive Daytona Beach, FL 32114 (386) 255-2049			\$ 9,182.00

Job #	Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
38-13	Votran ADA Mat Installation 301 Earl Street Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	Low Bidder		\$ 34,496.00
39-13	Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	Low Bidder		\$ 335,843.00
40-13	NSP 852 Adler 852 Adler Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	Low Bidder		\$ 55,702.60
41-13	SMA - 634 Virginia Ave. Ceiling & Wall 634 Virginia Avenue Holly Hill, FL 32117	Stewart Marchman Act 1220 Willis Avenue Daytona Beach, FL 32114	Awarded		\$ 8,475.00



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MAJOR COMPLETED PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/29/2006	4/17/2007	\$ 690,000.00
Pathways Elementary New 14,000 SF Classroom Addition & Site Drainage Improvements	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary New 14,000 SF Classroom Addition	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction of 42,000 SF Industrial Park	Williams Properties Terry Williams 1111 Saxon Boulevard Orange City, FL (386) 775-4544	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym 24,000 SF Renovation of Gym and Rec Center	City of Port Orange Bobby Palmer 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apartments Multibuilding Renovation / Interior and Exterior	River Associates, Inc. Pat Jenkins 1025 South Beach Street Daytona Beach, FL 32114 (386) 238-7400	4/2/2007	7/14/2008	\$ 3,800,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Family YMCA 19,000 SF Addition	DeLand Family YMCA Todd Fryer 761 E Int'l Speedway Boulevard DeLand, FL (386) 985-4544	12/6/2007	6/4/2009	\$ 3,400,000.00
Lakeview Terrace Mobile Home Park 37 Slip Boat Marina with Park Replacement of Sewer Lines Renovation of Office	Lake View Terrace Marja Bural 1250 Lakeview Drive DeLand, FL (727) 938-4513	3/20/2009	4/12/2010	\$ 635,000.00
Windsor / Maley Apartments Fire Suppression Systems for both buildings	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	7/30/2009	4/13/2010	\$ 1,106,000.00
Windsor / Maley Apartments Rehabilitation of 305 low income units	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,700,000.00
Renovation of 159 Duplex Apartments in various locations throughout the Daytona Beach Area	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New addition to occupied living quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation of Occupied Living Quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	5/18/2011	\$ 215,000.00
Refurbish Flagler Beach Pier Restrooms	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	9/15/2011	11/7/2011	\$ 79,471.40

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Miller Office Building Renovation of Historical Building	Miller Diversified Holdings Robert Miller 120 N Alabama Avenue DeLand, FL 386-736-3403	9/20/2011	3/8/2012	\$ 350,000.00
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	11/1/2011	7/10/2012	\$ 899,495.00
Energy Efficiency Upgrades	City of DeLand Robin Zelenak 120 S Florida Avenue DeLand, FL 32720 (386) 626-7196	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	7/16/2012	Current	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hills MRI Trailer 5287 Alhambra Dr Orlando FL 32808	Central FL Medical & Chiro Ctr Dr Sean Leotta 5287 Alhambra Drive Orlando FL 32808 407-739-0063	2/10/2013	Current	\$ 65,150.00
City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 386-878-8102	4/29/2013	Current	\$ 300,000.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/14/2013	Current	\$ 65,805.00
VCSB - Spruce Creek HS Portable Repairs Taylor Rd Port Orange FL	Volusia County School Board Tom Farrar 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00

**RFP 13016 Property and Casualty Insurance
REFERENCES**

#1	Agency	City of Deltona
Address		2345 Providence Boulevard
City, State, Zip		Deltona, FL 32725
Contact Person		Angelia Briggs
Telephone		(386) 878-8600
Date(s) of Service		2010 - Current
Type of Service		NSP Program, SHIP Program
Comments:		
#2	Agency	City of New Smyrna Beach
Address		210 Sams Avenue
City, State, Zip		New Smyrna Beach, FL 32168
Contact Person		Khalid Reshidat
Telephone		(386) 424-2100
Date(s) of Service		2011-Current
Type of Service		General Contracting Services
Comments:		
#3	Agency	County of Volusia
Address		123 West Indiana Avenue
City, State, Zip		DeLand, FL 32720
Contact Person		Gary Morton
Telephone		(386) 257-6000
Date(s) of Service		2009-Current
Type of Service		General Contracting Services
Comments:		

REFERENCES

#1	Agency	HD White Cap Construction Supply
Address		P.O. Box 4852
City, State, Zip		Orlando, FL 32802
Contact Person		William Ellzey
Telephone		(772) 216-0979
Date(s) of Service		2007-Current
Type of Service		Construction Materials
Comments:		
#2	Agency	Prestige AB Ready Mix
Address		8529 South Park Circle, Suite 320
City, State, Zip		Orlando, FL 32819
Contact Person		Phil Watercutter
Telephone		(386) 258-1660
Date(s) of Service		2007- Current
Type of Service		Concrete Materials
Comments:		
#3	Agency	All Quality Products
Address		908 West Minnestoa Avenue
City, State, Zip		DeLand, FL 32720
Contact Person		Ron
Telephone		(386) 734-7331
Date(s) of Service		2008-Current
Type of Service		Construction Materials
Comments:		

REFERENCES

#1	Agency	Atlas Glass, Inc.
Address		4191-N Dairy Court
City, State, Zip		Port Orange, FL 32127
Contact Person		Dick Branch
Telephone		(386) 767-0711
Date(s) of Service		2003-Present
Type of Service		Windows
Comments:		
#2	Agency	Big Dog Site Work, LLC
Address		2607 South Woodland Boulevard, Unit 238
City, State, Zip		DeLand, FL 32720
Contact Person		Alan
Telephone		(386) 228-3647
Date(s) of Service		2006-Present
Type of Service		Site Construction
Comments:		
#3	Agency	Economy Electric Company
Address		538 West Street
City, State, Zip		Daytona Beach, FL 32114
Contact Person		Billy Wiggins, Jr.
Telephone		(386) 252-0573
Date(s) of Service		2008-Present
Type of Service		Electrical
Comments:		

Note: A minimum of nine (9) references: three (3) from customers, three (3) from major suppliers and three (3) from subcontractors.

A.G. PIFER CONSTRUCTION CO. INC.

FINANCIAL STABILITY / LITIGATION

A.G. Pifer Construction Co. Inc. certifies that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Deltona.

A.G. Pifer Construction Co. Inc. warrants that there is no action suit, proceeding, inquiry or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the companies knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of A.G. Pifer Construction's obligations or diminish A.G. Pifer Construction's financial ability to perform the terms of any proposed contract.

A.G. PIFER CONSTRUCTION CO. INC.

PRICES

October 10, 2013

TO: City of Deltona
2345 Providence Boulevard
Deltona, FL 32725

ATTN: Purchasing

RE: RFP # 13016 General Contractor Services for Housing and Community Development

RESPONSE DATE: October 10, 2013, 2:00pm

A.G. Pifer Construction Co. Inc. hereby submits the following pricing on the below referenced projects:

1. Price per square foot – Typical two (2) bedroom, one (1) bath, 1,000 square foot of heated space, concrete block house with single care garage with electric garage door opener and considering specifications 6.1-6.19 on Page 11-13, Tab 6 in RFP #13016

TOTAL PER SQUARE FOOT PRICE: \$79.90

2. Price per square foot – Typical three (3) bedroom, two (2) baths, 1,500 square foot of heated space, concrete block house with single care garage with electric garage door opener and considering specifications 6.1-6.19 on Page 11-13, Tab 6 in RFP #13016

TOTAL PER SQUARE FOOT PRICE: \$88.00

Signed,



Anthony Gregg Pifer, President of A.G. Pifer Construction Co. Inc.

10/10/13

Date

State of Florida



Department of State

I certify from the records of this office that A.G. PIFER CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on December 22, 1989.

The document number of this corporation is L39256.

I further certify that said corporation has paid all fees due this office through December 31, 1991, that its most recent annual report was filed on July 2, 1991, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the

5th day of July, 1991.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpifer-construction.com • Email agpcon@bellsouth.net

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6202507

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071400386

DATE	BATCH NUMBER	LICENSE NBR
07/14/2012	118214220	CGC040437

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

PIFER, ANTHONY GREGG
A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

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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 # 198711160004 Expires: September 30, 2013

Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO

Owner Name: ANTHONY GREGG PIFER

Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	10	\$18.00

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

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



AGPIF-1

OP ID: T7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/13

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 Sihle Insurance Group /DEL 5 1300 S WOODLAND BLVD DELAND, FL 32720 Kenneth G. Sihle	386-736-6444 386-736-6772	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext.): 407-869-5490 FAX (A/C. No.): 407-389-3580 E-MAIL ADDRESS: certificates@sihle.com
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: Vinings Insurance Company 16632
		INSURER B: Westfield Insurance Group 24112
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED A.G. Pifer Construction Co Inc
 License # CGC040437
 3629 Old Deland Rd.
 Daytona Beach, FL 32124

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			TRA4911482	08/22/13	08/22/14	EACH OCCURRENCE \$ 2,000,000
	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			TRA4911482	08/22/13	08/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV013082601	08/22/13	08/22/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equip Leased/Rented			TRA4911482	08/22/13	08/22/14	Leas/Rent 25,000 Ded. 1,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFO

FOR INFORMATION ONLY
 PLEASE FAX ALL CERTIFICATE
 HOLDER INFORMATION/REQUESTS TO
 (407) 389-3580

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

AUTHORIZED REPRESENTATIVE

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RFP 14002
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that

1. I, (printed name) Anthony Gregg Pifer, am the (title) President and the duly authorized representative of the firm of (Firm Name) A.G. Pifer Construction Co. Inc. whose address is 3629 Old Deland Road, Daytona, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above

(List): N/A

By Anthony Gregg Pifer

Date 10/10/2013

(Handwritten Signature)

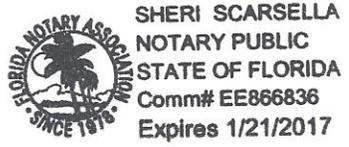
(Signature)

By Anthony Gregg Pifer, President
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 10th day of October, 2013,
by Anthony Gregg Pifer, President of A.G. Pifer Construction, who is personally known to me
or who has produced Personally Known as identification.



(Handwritten Signature)

NOTARY PUBLIC – STATE OF Florida
Type or print name:
Sheri Scarsella

(Seal)

NON-COLLUSION AFFIDAVIT

I, Anthony Gregg Pifer, depose and say that:

1. I am President of the firm of A.G. Pifer Construction Co. Inc., the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, 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;

3. 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 bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: [Handwritten Signature] Date: 10/10/2013

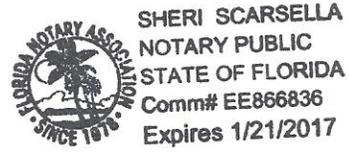
STATE OF: Florida CITY OF: Daytona Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 10th day of 2013

NOTARY PUBLIC

My Commission Expires: 01/21/2017

[Handwritten Signature: Sheri Scarsella]



RFP 14002 FOR GENERAL CONTRACTOR FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

TO BE COMPLETED BY THE GENERAL CONTRACTOR

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
(d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Anthony Gregg Pifer, President
Name and Title
Signature
A.G. Pifer Construction Co. Inc.
Firm
3629 Old Deland Road
Street address
Daytona Beach, Florida 32124
City, State, Zip
10/10/2013
Date

**RFP 14002
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

A.G. Pifer Construction Co. Inc. does:
(Name of Firm)

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 proposal, the employee will propose 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.

Anthony Gregg Pifer

Name

President

Title

A.G. Pifer Construction Co. Inc.

Firm

3629 Old Deland Road

Street Address

Daytona Beach, Florida 32124

City, State, Zip

10/10/2013

Date

<p>Submit RFP 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>REQUEST FOR PROPOSALS # 14002 GENERAL CONTRACTOR SERVICES FOR HOUSING AND COMMUNITY DEVELOPMENT</p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p>RESPONDENTS</p> <p>NAME: _____ Gallery Homes of DeLand, Inc. _____</p>
<p><u>Responses Due Date & Time:</u></p> <p>THURSDAY, OCTOBER 10, 2013 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____ 200 S. Spring Garden Ave. DeLand, FL 32720</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>_____</p> <p>_____</p> <p>Phone#: 386-738-7000</p>

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original and one CD (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Respondents 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 Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete 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 RFP: RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

TAB 1
LETTER OF INTEREST
RFP #14002
GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT



GALLERY HOMES
OF DELAND, INC.

October 10, 2013

City of Deltona
Purchasing Dept.
2345 Providence Blvd.
Deltona, FL 32725

RE: Letter of Interest

To Whom It May Concern:

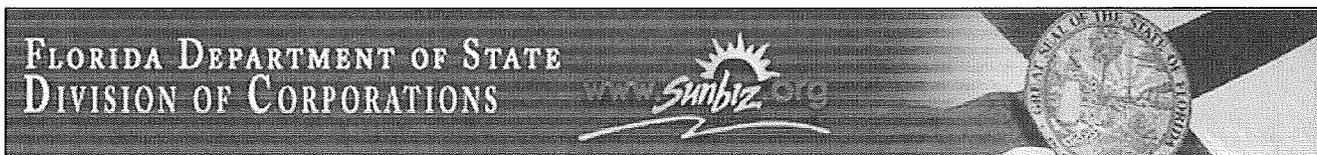
In 1994 Gallery's CEO was a member of the Volusia County Affordable Housing Task Force and was one of the first builders in the SHIP program with Masterpiece Homes, Inc.

Gallery Homes of Deland, Inc. has been a partner with Volusia County in their housing efforts since the company's founding in 2007. As a qualified SHIP builder, and proponent of affordable housing, we would also like to be involved with the Neighborhood Stabilization Program and provide services to the Community Assistance Division-Housing and Grants Administration for rehabilitation, substantial rehabilitation, and emergency repairs of single family residences in the City of Deltona.

You may contact me or Alison Root at our office for any additional information. Thank you for your consideration.

Sincerely,

Robert Fitzsimmons, CEO
Gallery Homes of Deland, Inc.
bobfitz@galleryhomesofdeland.com



Detail by Entity Name

Florida Profit Corporation

GALLERY HOMES OF DELAND, INC.

Filing Information

Document Number	P07000001593
FEI/EIN Number	208187868
Date Filed	12/21/2006
State	FL
Status	ACTIVE
Effective Date	12/19/2006
Last Event	AMENDMENT
Event Date Filed	07/30/2010
Event Effective Date	NONE

Principal Address

200 SOUTH SPRING GARDEN AVENUE
DELAND, FL 32720

Changed: 02/19/2010

Mailing Address

200 SOUTH SPRING GARDEN AVENUE
DELAND, FL 32720

Changed: 02/19/2010

Registered Agent Name & Address

FITZSIMMONS, ROBERT
1597 MASTERPIECE WAY
DELAND, FL 32724

Name Changed: 03/20/2009

Address Changed: 03/20/2009

Officer/Director Detail

Name & Address

Title VPD

DEANGELO, MICHAEL

435 VANCE FARMS LANE
DELAND, FL 32720

Title CEO

FITZSIMMONS, ROBERT
1597 MASTERPIECE WAY
DELAND, FL 32724

Title PSTD

FITZSIMMONS, ROBERT
1597 MASTERPIECE WAY
DELAND, FL 32724

Title DIR

FITZSIMMONS, PEGGY
1597 MASTERPIECE WAY
DELAND, FL 32724

Title DIR

FITZSIMMONS, JEFFREY
PO BOX 357130
GAINESVILLE, FL 32635

Title DIR

KAZMIERCZAK, JOHN B
1641 BEAR PAW LANE
DELAND, FL 32720

Annual Reports

Report Year	Filed Date
2011	04/05/2011
2012	01/25/2012
2013	01/30/2013

Document Images

01/30/2013 -- ANNUAL REPORT	View image in PDF format
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07/30/2010 -- Amendment	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
03/20/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
02/08/2007 -- Amendment	View image in PDF format

01/04/2007 -- Domestic Profit

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State of Florida, Department of State

Resolution

The Resolution shown hereafter is certified by the undersigned MICHAEL DeANGELO, the President and Secretary of GALLERY HOMES OF DELAND, INC. ("Company"), a Florida corporation, to be a true and accurate resolution authorizing the corporate officers to act in behalf of the company in all legal matters necessary to conduct the business of the Company, which was approved by a Special Meeting of the Board of Directors of said corporation On the 8th day of Oct, 2007 to wit:

“RESOLVED that each of the present holders of the following offices and/or positions of the Company and his/her successor(s) in office or position:

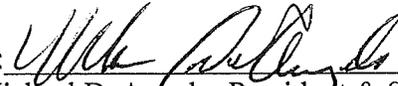
CEO
President
Vice President

is/are hereby authorized, on behalf of, in the name of and for the account of the Company to:

- a. execute and/or endorse all documents necessary or required by banks, government agencies, mortgage companies, or other entities, to evidence or consummate legal business of the Company.
- b. engage in legal business transactions of any nature and kind and/or enter into any manner of legal contractual relationships with other entities or individuals.
- c. sell, purchase and/or lease real, personal, tangible, intangible, and/or mixed property for the purpose of legal Company business.”

DATED this 8th day of Oct, 2007

GALLERY HOMES OF DELAND, INC.

By: 
Michael DeAngelo, President & Secretary

TAB 2
PROFILE
RFP #14002
GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT

Gallery Homes of DeLand, Inc. Company Profile

The founding team of Gallery Homes of DeLand, Inc. has provided housing for thousands of deserving families over the past 20 years and has participated in FHA, VA, USDA Rural Development, RD Builder Direct, State Housing Finance Corporation Bond Issues, HAP and HOME assistance programs, and the SHIP program here in Volusia County. Founded by Robert Fitzsimmons and Michael DeAngelo Gallery has the advantage of being managed by the same team of experts who made Masterpiece Homes, Inc. one of the largest and most respected regional builders in Central Florida.

Gallery Homes of DeLand, Inc. was formed in 2007 as an S Corporation and is a Qualified Residential Contractor (CRC024222) located at 200 S. Spring Garden Avenue DeLand, FL 32720. The majority stockholder is Robert Fitzsimmons with minor stockholders Michael DeAngelo and John Brett Kazmierczak actively involved in the day to day operations of the company. Robert Fitzsimmons, Michael DeAngelo and John Brett Kazmierczak are all Certified Residential Contractors who are qualifying agents for the Company with the State of Florida.

Mr. Fitzsimmons, President and CEO, is responsible for general oversight of all operations and concentrates on Sales Management and Financial matters. Mr. DeAngelo, Vice President, is responsible for contract negotiations with all of our vendors and job costing. Mr. Kazmierczak is responsible for field operations and the day to day oversight of our suppliers and tradesmen. Gallery Homes employs a full time Administrative Assistant for a total of four full time employees.

Starting in July of 2007 Gallery sold 8 homes and began constructing homes in September. In 2008 Gallery sold 25 homes and completed 21. In 2009 building activity was still in decline and for the three years ending with 2011 Gallery sold 38 homes and completed 46. In 2012 and thus far in 2013, Gallery has sold 56 new homes and completed 36. The company has a conservative fiscal philosophy which has helped it navigate the Great Recession and grow stronger. The Firm currently operates in three subdivisions here in Volusia County and we specialize in building outside of our subdivisions, primarily infill.

We believe that when you make a commitment to affordable housing it does not mean you simply build for less. We believe you must build responsibly. That's why Gallery builds every home to the highest energy standards and meets Florida Green Building coalition standards. We also concentrate on providing near maintenance free interior and exterior features. From the 30-year architectural shingle roofs, aluminum fascia & soffit, to ceramic tile kitchens and baths, to energy-saving GE Appliances, Gallery Homes provides quality at every level. Our mission is to provide the highest quality, most cost effective, housing possible while never losing sight of our responsibility to be good corporate citizens and guardians of our environment.

TAB 3
SIMILAR PROJECTS
RFP #14002
GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT

**Gallery Homes of Deland
Construction Closing Status**

10/10/2013

Job # / Buyer Legal	Job Address City	Contract Price	Model	Permit # Start Date	% Complete
#189 / Festival 34 Ridgewood	1715 Lady Fern Trail DeLand	\$ 191,900.00	Gallery 2289 C	20130402062 5/6/2013	100
#190 / Festival 35 Ridgewood	1713 Lady Fern Trail DeLand	\$ 189,024.00	Gallery 2021 M	20130402060 5/28/2013	100
#138 / Seibert 149 Glenwood	1505 Loughton St. DeLand	\$ 138,375.00	Gallery 1439 F	0514460 6/3/2013	100
#49 / Kirkendall 146 Glenwood	1512 Loughton St. DeLand	\$ 135,961.00	Gallery 1439 F	0514461 6/17/13	100
#172 / Benson 208 Glenwood	1544 Lancashire DeLand	\$ 221,000.00	Gallery 2492 T	0514536 7/1/2013	78
#197 / LaFleur m/b	6315 W. SR 46 Sanford	\$ 145,232.00	Gallery 1439 M	13-4961 7/8/2013	2/29/1900
#170 / Brauer 206 Glenwood	1536 Lancashire Way DeLand	\$ 209,682.00	Gallery 2492 T	0514544 7/22/2013	78
#70/ Wright 196 Glenwood	1501 Lancashire Way DeLand	\$ 201,018.00	Gallery 2289 C	0514683 7/29/2013	70
#140/ Frost 152 Glenwood	1517 Loughton Street DeLand	\$ 129,489.00	Gallery 1275 M	0514732 8/5/2013	55
#152/ Haughwout 176 Glenwood	1506 Teddington Street DeLand	\$ 141,536.00	1528 T	0515007 9/9/2013	45
#191/ McLeod 46 Ridgewood	1714 Lady Fern Trail DeLand	\$ 204,425.00	Gallery 2492 T	20130722055 8/12/2013	45
#195/ Ridgley m/b	1915 Glenwood Oaks Ln DeLand	\$ 328,994.00	Custom	20130718015 8/19/2013	25
#173/ Vega 210 Glenwood	1332 Bramley Lane DeLand	\$ 239,161.00	2492 T	0514929 8/26/2013	30
#163/ Christen 189 Glenwood	1529 Lancashire Way DeLand	\$ 148,516.00	1528 T	0514927 9/3/2013	45
#201/ Hightower 7 Ridgewood	1713 Coral Fern Drive DeLand	\$ 167,549.00	1439 M	20130826023 9/16/2013	35
#136/ Ford 127 Glenwood	1552 Aldridge Lane DeLand	\$ 150,026.00	1439 M	0515008 9/23/2013	35
#196/ Menner 9&10 Flowers Sub	2033 Riverview Dr. DeLand	\$ 118,396.00	1209 FC	20130905018 10/7/2013	5

cc: Total Team
Mortgage Company
HabiTech
Southern Title

**THIS REPORT IS FOR PLANNING PURPOSES ONLY
ALL DATES ARE TENTATIVE UNTIL CONFIRMED**

C:\Users\jgall\Documents\DeLand\Reports\Closing Schedule

**Gallery Homes of DeLand, Inc.
Experience/ Completed Projects**

Start Date/ Date Completed	Project Description (Title)	Project Location	Contract Value	Percent Completed	Owner's Name, Address and Phone
5-20-2013 / 9-17-2013	Single Family Residence	Deland	\$ 125,268.00	100%	Sabania Carlson, 1508 Loughton Street, Deland 386-589-2811
10/8/2012 / 1/15/2013	Single Family Residence	Deland	\$ 149,900.00	100%	Anthony Chin, 1558 Aldridge Lane, Deland 386-848-5097
5-13-2013 / 8-30-2013	Single Family Residence	Deland	\$ 143,940.00	100%	Charles Riker, 1569 Hackney Terrace, Deland 304-279-0034
4-15-2013 / 8-22-2013	Single Family Residence	Osteen	\$ 244,293.00	100%	Chad & Carli Stephens, 410 Murray St. Osteen 570-350-2185
4-29-2013 / 8-21-2013	Single Family Residence	Deland	\$ 135,151.00	100%	Christine Woodham, 1557 Hackney Terrace, Deland 407-257-1626
4-22-2013 / 8-15-2013	Single Family Residence	Deland	\$ 108,900.00	100%	Keith & Carol Packman, 1663 Brittain Ave. Deland 407-782-4337
3-4-2013 / 7- 9-2013	Single Family Residence	Deland	\$ 225,558.00	100%	Raymond & Rebecca Martin, 3375 Timberlane Drive 386-734-7662
2-8-2013 / 6- 5-2013	Single Family Residence	Deland	\$ 155,123.00	100%	Bartholomew Havriliak, 1315 Islington Rd. Deland 386-804-3596
2-4-2013 / 5- 29-2013	Single Family Residence	Deland	\$ 207,995.00	100%	Michael & Kary Wyatt, 1507 Teddington St. Deland 386-785-3681
1-12-2013 / 5-3-2013	Single Family Residence	Deland	\$ 145,500.00	100%	Lorena Renteria, 1540 Lancashire Way, Deland 407-920-6365
3/30/2013	remodel	Deland	\$ 25,900.00	100%	Craig Walker, 3401 Quail Roost Drive, Deland
12-26-2012 / 4-15-2013	Single Family Residence	Deland	\$ 151,622.00	100%	Ann Marie Lewis, 1503 Teddington Street, Deland 908-672-4735
12-17-2012 / 4-4-2013	Single Family Residence	Deland	\$ 147,738.00	100%	Linda Edwards, 1553 Hackney Terrace, Deland 386-624-4236
12-10-2012 / 3-28-2013	Single Family Residence	Deland	\$ 147,440.00	100%	Jenifer Clark, 1502 Teddington Street, Deland 386-747-3688
10-29-2012 / 3-28-2013	Single Family Residence	DeBary	\$ 341,635.00	100%	Mastromauro, 292 Hammock Oak Circle, DeBary 407-970-2098
11-26-2012 / 4-1-2013	Single Family Residence	Deland	\$ 107,900.00	100%	Tara Phillips, 425 Country View Circle, Deland 386-804-7952
11-12-2012 / 3-6-2013	Single Family Residence	Deland	\$ 156,514.00	100%	Laurie Laws, 1537 Lancashire Way, Deland 386-747-2434
12-20-2011 / 3-30-2013	Single Family Residence	Deland	\$ 126,000.00	100%	Diane France, 1554 Aldridge Lane, Deland 386-717-2664
10-8-2012 / 2-25-2013	Single Family Residence	Deland	\$ 128,485.00	100%	Joseph Burke, 1513 Loughton Street, Deland 321-303-7714
1/18/2013	Subdivision Entry Wall	Deland	\$ 21,900.00	100%	Cross Creek HOA 1577 Corner Crossing Rd. Deland
7-11-2012 / 11-11-2012	Single Family Residence	Deland	\$ 169,000.00	100%	Dustin Price, 406 Holly Fern Trail, Deland 954-798-3790
9-20-2012 / 1-17-2013	Single Family Residence	Deland	\$ 163,154.00	100%	Amy Boulris, 1516 Aldridge Lane, Deland 386-873-2026
9-10-2012 / 12-21-2012	Single Family Residence	Deland	\$ 122,989.00	100%	Patricia Harms, 1549 Hackney Terrace, Deland 386-789-5461
7-10-2012 / 12-6-2012	Single Family Residence	Lake Helen	\$ 200,000.00	100%	Donald Avant, 254 N. Prevatt Ave. Lake Helen 407-256-2213
8-27-2012 / 11-30-2012	Single Family Residence	Deland	\$ 125,823.00	100%	Ashley Jelonek, 1509 Loughton St., Deland 386-785-4118
8-3-2012 / 11-30-2012	Single Family Residence	Deland	\$ 157,418.00	100%	Stephanie Powers, 1504 Lancashire Way, Deland 386-290-3342

**Gallery Homes of DeLand, Inc.
Experience/ Completed Projects**

Start Date/ Date Completed	Project Description (Title)	Project Location	Contract Value	Percent Completed	Owner's Name, Address and Phone
7-27-2012 / 11-13-2012	Single Family Residence	DeLand	\$ 134,410.00	100%	Brittany Melpolder, 1520 Lancashire Way, DeLand 252-340-5597
8-6-2012 / 10/5/2012	Reroof	DeLand	\$ 22,995.00	100%	Grier, 2450 Ben Franklin Drive, DeLand
6-25-2012 / 10-17-2012	Single Family Residence	DeLand	\$ 133,576.00	100%	Beth Rensberry 1532 Lancashire Way, DeLand 386-872-0803
4-27-2012 / 10-9-2012	Single Family Residence	DeLand	\$ 389,891.00	100%	Nicole Anbach, 43219 Natchez Street, DeLand 630-569-0005
6-18-2012 / 10-1-2012	Single Family Residence	DeLand	\$ 123,640.00	100%	Scott Look, 1030 N. Bee Street, DeLand 386-490-3410
6-11-2012 / 9-24-2012	Single Family Residence	DeLand	\$ 246,186.00	100%	Mark Allen, 265 Wildwood Oaks Lane, DeLand 757-508-5589
6-11-2012 / 9-24-2012	Single Family Residence	DeLand	\$ 132,480.00	100%	Carl Cloyd, 1516 Lancashire Way, DeLand 386-624-5795
5-7-2012 / 8-9-2012	Single Family Residence	DeLand	\$ 128,109.00	100%	Elinor Schnell, 1570 Aldridge Lane, DeLand 386- 747-7150
4-30-2012 / 7-27-2012	Single Family Residence	DeLand	\$ 124,174.00	100%	Joyce Peterson, 1536 Aldridge Lane, DeLand 407- 320-0136
3-19-2013 / 6-20-2012	Single Family Residence	DeLand	\$ 131,535.00	100%	Wendy Beaulieu Bonnell, 1562 Hackney Terr, DeLand, 386-214-3077
2-22-2012 / 5-11-2012	Single Family Residence	DeLand	\$ 127,400.00	100%	Vadricka Dorkese Gordon, 1545 Hackney Terr, DeLand, 386-624-3501
2011	Single Family Residence	DeLand	\$ 125,000.00	100%	James Hill, 1520 Aldridge Lane, DeLand, 765-720-3750
8-15-2011 / 12-9-2011	Single Family Residence	DeLand	\$ 149,405.00	100%	Raymond Hosterman, 32500 Ponderosa Ave, DeLand, 386-837-7982
2011	Single Family Residence	Ormond Beach	\$ 64,900.00	100%	Albertha Robinson, 245 Washington St, Ormond Beach, 386-290-2543
2011	Single Family Residence	New Smyrna Beach	\$ 71,245.00	100%	Volusia County NSP, 110 West Rich Avenue, DeLand, FL
2011	Single Family Residence	DeLand	\$ 155,000.00	100%	Christopher Caldwell, 408 Holly Fern Tr, DeLand, 407-718- 7514
2011	Barn	DeLand	\$ 22,700.00	100%	Richard & Phyliss Hopkins, PO Box 405, Pierson, FL 386- 749-4195
4-19-2011 / 8-9-2011	Single Family Residence	Deltona	\$ 144,000.00	100%	Harry Lamount & Mivia Figueroa, 2180 Brewster Dr, Deltona, 787-307-3526
2011	Single Family Residence	Deltona	\$ 199,806.00	100%	Kenneth & Kimberly Laney, 141 Saxon Blvd, Deltona, 407- 718-8143
2011	Barn	DeLand	\$ 26,550.00	100%	Mark & Donna Fontana, 3445 Timberlane, DeLand, FL 386-559-7084
2011	Single Family Residence	DeLand	\$ 200,142.00	100%	Mark & Donna Fontana, 3445 Timberlane, DeLand, FL 386-559-7084
2011	Rehabilitation	Holly Hill	\$ 6,650.00	100%	Volusia County NSP, 110 West Rich Avenue, DeLand, FL
6-28-2010 / 9-23-2010	Single Family Residence	DeLand	\$ 145,900.00	100%	Meliton Hernandez, 3348 Grand Avenue, DeLand, FL 386- 717-9839
5-4-2010 / 8-26-2010	Single Family Residence	DeLand	\$ 150,735.00	100%	James & Angela Yetter, 1702 Boxborough Drive, DeLand 386-734-3689
4-26-2010 / 8-19-2010	Single Family Residence	DeLand	\$ 149,682.00	100%	Eric J Holland & michelle Philips, 3524 Tyngsborough Drive, DeLand, FL 386-848-1183
4-12-2010 / 8-6-2010	Single Family Residence	Orange City	\$ 184,108.00	100%	Jerome & Melissa Brown, 600 Trenia Ann Lane, Orange City, FL 386-774-6175

**Gallery Homes of DeLand, Inc.
Experience/ Completed Projects**

Start Date/ Date Completed	Project Description (Title)	Project Location	Contract Value	Percent Completed	Owner's Name, Address and Phone
1-25-2010 / 6-1-2010	Single Family Residence	DeLand	\$ 135,000.00	100%	Ronald Clifton, 1548 Aldridge Lane, DeLand, FL 386-624-7195
2-8-2010 / 4-30-2010	Single Family Residence	DeLand	\$ 163,728.00	100%	Marilyn Neidermeier, 1508 Aldridge Lane, DeLand, FL 610-905-6975
11-9-2009 / 2-25-2010	Single Family Residence	DeLeon Springs	\$ 127,785.00	100%	David Wallace, 315 Katrina Street, DeLeon Springs, FL
10-19-2009 / 1-27-2010	Single Family Residence	DeLand	\$ 206,135.00	100%	Jinky Chua, 1319 Islington Road, DeLand, FL 386-873-4461
8-10-2009 / 11-17-2009	Single Family Residence	DeLand	\$ 204,900.00	100%	Roberto & Mary Jane Bernardo, 1308 Bramley Lane, DeLand, FL
7-20-2009 / 10-15-2009	Single Family Residence	DeLand	\$ 148,440.00	100%	Casey Harr, 1565 Hackney Terrace, DeLand, FL
6-29-2009 / 9-30-2009	Single Family Residence	DeLand	\$ 181,825.00	100%	Mary Morton, 1524 Lancashire Way, DeLand, FL
6-15-2009 / 9-18-2009	Single Family Residence	DeLand	\$ 179,093.00	100%	Justin Gilmore & Dana Wilson, 1336 Weymouth Drive, DeLand, FL
5-26-2006 / 8-31-2009	Single Family Residence	DeLand	\$ 190,443.00	100%	Thomas & Carol Riley, 1512 Lancashire Way, DeLand, FL
5-4-2009 / 8-26-2009	Single Family Residence	DeLand	\$ 149,500.00	100%	Robert Fitzsimmons, 2100 Marsh Road, DeLand, FL
2-23-2009 / 6-1-2009	Single Family Residence	DeLand	\$ 181,115.00	100%	Jerard & Melina Jose, 408 Country View Circle, DeLand, FL
2-9-2009 / 5- 15-2009	Single Family Residence	DeLand	\$ 119,000.00	100%	Dottie Jo Thomas, 1022 Talton Avenue, DeLand, FL
2-2-10 / 6-18- 2010	Single Family Residence	DeLand	\$ 128,000.00	100%	Angnieska Miksiewicz, 416 County View Circle, DeLand, FL 386-846-8567
1-5-2009 / 4- 17-2009	Single Family Residence	DeLand	\$ 173,369.00	100%	Elizabeth Dempsey, 1517 Aldridge Lane, DeLand, FL
12-15-2008 / 4-17-2009	Duplex	Orange City	\$ 211,868.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
12-1-2008 / 3-13-2009	Single Family Residence	Orange City	\$ 155,404.00	100%	Marilyn Lake, 347 W. New York Ave, Orange City, FL
11-24-2008 / 4-8-2009	Single Family Residence	DeLand	\$ 268,210.00	100%	Felix Berriozabal, 1742 Magnolia Avenue, DeLand, FL 386-822-4201
11-10-2008 / 4-3-2009	Single Family Residence	Deltona	\$ 191,937.00	100%	Myxala & Tina Sutherland, 236 Haversham Road, Deltona, FL 32725
11-3-2008 / 3-10-2009	Single Family Residence	DeLand	\$ 220,986.00	100%	Terri Kimble, 1309 Bramley Lane, DeLand, FL
10-27-2008/ 2-20-2009	Duplex	Orange City	\$ 224,000.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
9-29-2008 / 1-30-2009	Duplex	Orange City	\$ 211,868.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
10-6-2008 / 12-24-2008	Single Family Residence	DeLand	\$ 141,000.00	100%	Kelly Kazmierczak, 417 Country View Circle, DeLand, FL
9-29-2008 / 1-30-2009	Duplex	Orange City	\$ 224,000.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
9-8-2008 / 2- 23-2009	Single Family Residence	DeLand	\$ 165,900.00	100%	Lynn Hoganson, 404 Country View Circle, DeLand, FL
9-2-2008 / 1- 30-2009	Single Family Residence	DeLand	\$ 157,772.00	100%	Jessica Torres, 1709 Windward Oaks Drive, DeLand, FL
8-18-2008 / 12-24-2008	Duplex	Orange City	\$ 224,000.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840

**Gallery Homes of DeLand, Inc.
Experience/ Completed Projects**

Start Date/ Date Completed	Project Description (Title)	Project Location	Contract Value	Percent Completed	Owner's Name, Address and Phone
7-28-2008 / 11-21-2008	Duplex	Orange City	\$ 224,000.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
7-21-2007 / 11-25-2008	Single Family Residence	DeLeon Springs	\$ 207,487.00	100%	Michelina Bowman, 1568 Bear Paw Lane, DeLeon Springs, FL
7-14-2008 / 11-21-2008	Duplex	Orange City	\$ 224,000.00	100%	John Knox Village, 140 Majestic Oaks Drive, Orange City, FL 32763, 386-775-3840
7-7-2008 / 10-10-2008	Single Family Residence	DeLand	\$ 237,482.00	100%	John & Celestine Thomas, 604 Curly Fern Lane, DeLand, FL
6-23-2008 / 9-26-2008	Single Family Residence	DeLand	\$ 192,934.00	100%	James & Bonnie Lagos, 405 Country View Circle, DeLand, FL

TAB 4

References

RFP #14002

GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT

**RFP 14002 Property and Casualty Insurance
REFERENCES**

#1	Agency	
Address	292 Hammock Oak Circle	
City, State, ZIP	DeBary, FL 32713	
Contact Person	Keith Mastromauro	
Telephone	407-970-2098	
Date(s) of Service	3/28/2013	
Type of Service	Constructed new single family residence	
Comments:	Customer Reference	
#2	Agency	
Address	410 Murray Street	
City, State, ZIP	Osteen, FL 32764	
Contact Person	Chad & Carli Stephens	
Telephone	570-350-2185	
Date(s) of Service	8/22/2013	
Type of Service	constructed new single family residence	
Comments:	Customer Reference	
#3	Agency	
Address	1509 Loughton Street	
City, State, ZIP	DeLand, FL 32720	
Contact Person	Ashley Jelonek	
Telephone	386-785-4118	
Date(s) of Service	11/30/2012	
Type of Service	constructed new single family residence	
Comments:	Customer Reference	

REFERENCES

#4	Agency	Fogleman Builder Supply
	Address	5143 Longleaf Street
	City, State, ZIP	Jacksonville, FL 32209
	Contact Person	Larry Holland
	Telephone	904-924-0033
	Date(s) of Service	6/2013 to present
	Type of Service	supplier
	Comments:	Major Supplier Reference
#5	Agency	Accuspan Truss Co.
	Address	1891 High Street
	City, State, ZIP	Longwood, FL 32750
	Contact Person	Melvin Schrapp
	Telephone	407-321-1440
	Date(s) of Service	2007 to present
	Type of Service	Truss Supplier
	Comments:	Major Supplier Reference
#6	Agency	Del-Air Appliance
	Address	531 Codisco Way
	City, State, ZIP	Sanford, FL 32771
	Contact Person	
	Telephone	407-44-9001
	Date(s) of Service	11/2011 to present
	Type of Service	supplier
	Comments:	Major Supplier Reference

REFERENCES

#7	Agency	Rae's Plumbing
	Address	2155 Christine Place
	City, State, ZIP	DeLand, FL 32720
	Contact Person	Bruce Rae
	Telephone	386-822-7887
	Date(s) of Service	2007 to present
	Type of Service	trade subcontractor
	Comments:	Subcontractor Reference
#8	Agency	Mid Florida Air Conditioning
	Address	116 S. Hwy 17-92
	City, State, ZIP	DeBary, FL 32713
	Contact Person	Mike Hall
	Telephone	386-668-8752
	Date(s) of Service	2007 to present
	Type of Service	trade subcontractor
	Comments:	Subcontractor Reference
#9	Agency	Freedom Electric
	Address	2400 Marsh Road
	City, State, ZIP	DeLand, FL 32724
	Contact Person	Jessica Douglas
	Telephone	386-736-7475
	Date(s) of Service	2008 to present
	Type of Service	trade subcontractor
	Comments:	Subcontractor Reference

Note: A minimum of nine (9) references: three (3) from customers, three (3) from major suppliers and three (3) from subcontractors.

TAB 5

Financial Stability/ Litigation

RFP #14002

GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT



GALLERY HOMES
OF DELAND, INC.

Statement of Financial Stability

Gallery Homes of Deland, Inc. hereby certifies that they are financially stable and have the necessary resources, both human and financial, to provide services at the level required by City of Deltona.

In the past five years Gallery Homes of Deland, Inc. has not been involved in any lawsuits relative to any aspect of their business operations nor has the firm failed to perform or complete any contract or construction project.

No officer of the company has failed to complete any contract personally entered into within the past five years.

I hereby certify the above statements to be true.



Sign



Date

Robert Fitzsimmons
President

Print Name and Title

TAB 6

Price

RFP #14002

GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT



GALLERY HOMES
OF DELAND, INC.

PRICE

A typical two bedroom, one bath, 1,000 square feet of heated space, concrete block house consisting of a single car garage with electric garage door opener \$87,500

A typical three bedroom, two bath, 1,500 square feet of heated space, concrete block house consisting of a single car garage with electric garage door opener \$116,900

TAB 7

Documentation

RFP #14002

GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT

2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P07000001593

**FILED
Jan 30, 2013
Secretary of State**

Entity Name: GALLERY HOMES OF DELAND, INC.

Current Principal Place of Business:

200 SOUTH SPRING GARDEN AVENUE
DELAND, FL 32720

Current Mailing Address:

200 SOUTH SPRING GARDEN AVENUE
DELAND, FL 32720

FEI Number: 20-8187868

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FITZSIMMONS, ROBERT
1597 MASTERPIECE WAY
DELAND, FL 32724 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VPD
Name DEANGELO, MICHAEL
Address 435 VANCE FARMS LANE
City-State-Zip: DELAND FL 32720

Title CEO
Name FITZSIMMONS, ROBERT
Address 1597 MASTERPIECE WAY
City-State-Zip: DELAND FL 32724

Title PSTD
Name FITZSIMMONS, ROBERT
Address 1597 MASTERPIECE WAY
City-State-Zip: DELAND FL 32724

Title DIR
Name FITZSIMMONS, PEGGY
Address 1597 MASTERPIECE WAY
City-State-Zip: DELAND FL 32724

Title DIR
Name FITZSIMMONS, JEFFREY
Address PO BOX 357130
City-State-Zip: GAINESVILLE FL 32635

Title DIR
Name KAZMIERCZAK, JOHN B
Address 1641 BEAR PAW LANE
City-State-Zip: DELAND FL 32720

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL DEANGELO

VICE PRESIDENT

01/30/2013

Electronic Signature of Signing Officer/Director Detail

Date

State of Florida

Department of State

I certify from the records of this office that GALLERY HOMES OF DELAND, INC. is a corporation organized under the laws of the State of Florida, filed on December 21, 2006, effective December 19, 2006.

The document number of this corporation is P07000001593.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 30, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Thirtieth day of January, 2013*



Ken DeFries
Secretary of State

Authentication ID: CC7338270483

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



FLORIDA GREEN
BUILDING COALITION

Certificate of Membership

This document certifies that

Gallery Homes of Deland, Inc (#2612)

is a member in good standing
and is entitled to all the benefits of membership.

Suzanne B. Cook
Suzanne B. Cook, CAE, Executive Director

10/31/2009

Date Issued

www.FloridaGreenBuilding.org

AC# 6311629

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082802821

DATE	BATCH NUMBER	LICENSE NBR
08/28/2012	120094307	CRC1330100

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

KAZMIERCZAK, JOHN BRETT
GALLERY HOMES OF DELAND INC
200 SOUTH SPRING GARDEN
DELAND FL 32720

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC#6287559

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082102385

DATE	BATCH NUMBER	LICENSE NBR
08/21/2012	120079917	CRC024222

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

FITZSIMMONS, ROBERT JOHN
GALLERY HOMES OF DELAND INC
1597 MASTERPIECE WAY
DELAND FL 32724

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6185937

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070501096

DATE	BATCH NUMBER	LICENSE NBR
07/05/2012	120010306	CRC044352

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

DE ANGELO, MICHAEL
GALLERY HOMES OF DELAND INC
435 VANCE FARMS LN
DELAND FL 32720

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



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

LISTING CARD

10/04/2013

724637

To: GALLERY HOMES OF DELAND INC
200 S SPRING GARDEN AVE
DELAND, FL 32720

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

Listing Card	
VOL # 12012401	EXPIRES 09/30/2014
THIS CERTIFIES MR. JOHN BRETT KAZMIERCZAK	
GALLERY HOMES OF DELAND INC	
IS LICENSED AS A 03 RESIDENTIAL CONTRACTOR-CLASS C	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY <u><i>Das Jencin</i></u>	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	
<small>Competency cards not renewed before December 31st shall require appeal to the Chief Building Official.</small>	
<small>CLCA. Competency cards not renewed before December 31st of the following year shall be null & void. Re-examination or reciprocity will be the only accepted relicensing procedures.</small>	

2013/ 2014

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 # 200707110022 Expires: September 30, 2014
Business Location: 200 S SPRING GARDEN AV
Business Name: GALLERY HOMES OF DELAND INC
Owner Name: GALLERY HOMES OF DELAND INC
Mailing Address: 200 S SPRING GARDEN AV
DELAND, FL 32720

BUSINESS TYPE	CODE	COUNT	TAX
Residential Contractor Class C	301RS	3	\$18.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 08/31/2013

PAYMENT Lockbox-12-00099007
RECEIPT #:

Business Name: GALLERY HOMES OF DELAND INC
Owner Name: GALLERY HOMES OF DELAND INC
Mailing Address: 200 S SPRING GARDEN AV
DELAND, FL 32720

TOTAL TAX: 18.00

PENALTY: 0.00

TOTAL PAID: 18.00

Receipt # 200707110022 Expires: September 30, 2014
Business Location: 200 S SPRING GARDEN AV

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

TAB 8

Additional Information

RFP #14002

GENERAL CONTRACTOR SERVICES
FOR HOUSING AND COMMUNITY
DEVELOPMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2013

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 Sturdevant-Beach & Associates, LLC P O Box 290370 Port Orange FL 32129	CONTACT NAME: Jo Anne Sturdevant PHONE (A/C, No, Ext): (866) 306-5803 FAX (A/C, No): (888) 907-5998 E-MAIL ADDRESS: jsturdevant@sturdevant-beach.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Association Insurance Company INSURER B: Vinings Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gallery Homes of Deland, Inc. 200 S. Spring Garden Avenue Deland FL 32720	(386) 738-7000

COVERAGES

CERTIFICATE NUMBER: Cert ID 14677

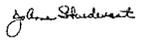
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			GLP001491307	5/4/2013	5/4/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Fungi or Bacteria \$ 2,500
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV002128306	5/4/2013	5/4/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$
							\$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Deltona 2345 Providence Blvd Deltona FL 32738	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ACORD 25 (2010/05)

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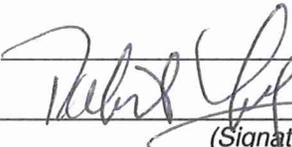
**RFP 14002
CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) Robert Fitzsimmons, am the (title) President and the duly authorized representative of the firm of (Firm Name) Gallery Homes of DeLand, Inc. whose address is 200 S. Spring Garden Ave. DeLand, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above

(List): N/A

By 
(Signature)

Date 10-10-12

By Robert Fitzsimmons, President
Corporate Officer Name & Title

STATE OF Florida

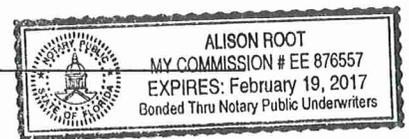
COUNTY OF Volusia

Sworn to and subscribed before me this 10 day of October, 2013,
by Robert Fitzsimmons, who is personally known to me
or who has produced _____ as identification.


NOTARY PUBLIC – STATE OF Florida

Type or print name: Alison Root

(Seal)



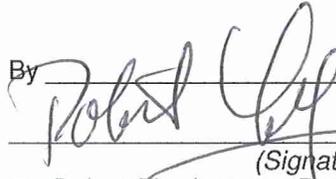
COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By  _____

Date 10-10-13

(Signature)

By Robert Fitzsimmons, President

Corporate Officer Name & Title

NON-COLLUSION AFFIDAVIT

I, Robert Fitzsimmons, depose and say that:

1. I am President of the firm of Gallery Homes of DeLand, Inc., the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, 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;

3. 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 bid opening, directly or indirectly, to any other bidder or to any competitor; and

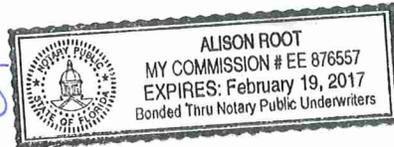
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Robert Fitzsimmons
Signature of Bidder: Robert Fitzsimmons President Date: 10-10-13
STATE OF: Florida CITY OF: Deltona

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 10/10 day of 2013

NOTARY PUBLIC Alison Root
My Commission Expires: 2-19-2017

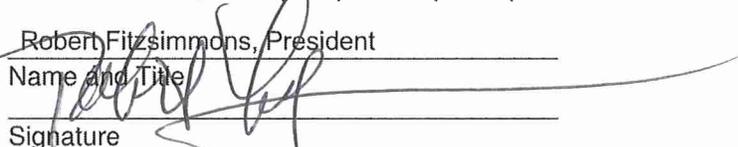


RFP 14002 FOR GENERAL CONTRACTOR FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY THE GENERAL CONTRACTOR

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Robert Fitzsimmons, President
Name and Title

Signature
Gallery Homes of DeLand, Inc.
Firm
200 S. Spring Garden Ave.
Street address
DeLand, FL 32720
City, State, Zip
10-10-13
Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Melvin Schrupp Sales MGR
Name and Title

MJ Schrupp
Signature

AccuSpan Truss Co.
Firm

1891 High St.
Street address

Longwood FL 32750
City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Ed Senez, President

Name and Title

Ed Senez, Pres.

Signature

Ed Senez ALUMINUM SPECIALISTS, INC.

Firm

720 N. VOLUSIA AVE

Street address

Orange City, FL 32763

City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Becky Adesso, Vice President
Name and Title

Becky Adesso
Signature

Adesso + Son, Inc. Drywall Services
Firm

43315 Bear Lake Blvd
Street address

DeLend FL 32720
City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

CHRIS VAN DEUSEN OWNER
Name and Title


Signature

VanDeusen Roofing and Sheet Metal LLC
Firm

11 Valencia Cr.
Street address

DeBary, FL 32713
City, State, Zip

Date

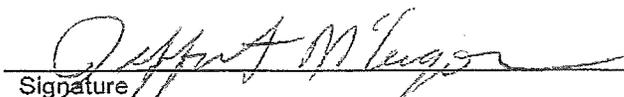
**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Jeffrey A. McGregor Pres
Name and Title


Signature

Freedom Electric of Central Florida, Inc.
Firm

2400 Marsh Road
Street address

DeLand, FL 32724
City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

MARK Grinnen Pres.
Name and Title

Mark Grinnen
Signature

Trim Men inc.
Firm

627 E. New York Ave
Street address

Orange City FL, 32763
City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTOR

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subcontractor) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Arthur Pascoe Sales Rep.
Name and Title

A. J. Pascoe III
Signature

Residential Building Supply
Firm

327 E. High banks Rd.
Street address

Debury, FL 32713
City, State, Zip

Date

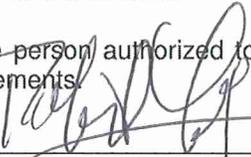
**RFP 14002
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Gallery Homes of DeLand, Inc. does:
(Name of Firm)

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 proposal, the employee will propose 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.



Name
Robert Fitzsimmons, President

Title
Gallery Homes of DeLand, Inc.

Firm
200 S. Spring Garden Ave.

Street Address
DeLand, FL 32720

City, State, Zip
10-10-13

Date

RFP 14002
FOR GENERAL CONTRACTOR FOR THE NEIGHBORHOOD STABILIZATION
PROGRAM AND THE HOUSING REHABILITATION PROGRAM

ADDRESS TO:
THE CITY OF DELTONA
KATE KRAUSS, PURCHASING MANAGER
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) _____ -
I have included:

- The Submission Response Form _____
- Lobbying and Conflict of Interest Clause ✓
- The Non-Collusion Affidavit ✓
- Drug Free Workplace Form ✓

(Check mark items above, as a reminder that they are included.)

Mailing Address: 200 S. Spring Garden Ave Deland, FL 32720

Telephone: 386-738-7000

Fax: 386-738-7402

Date: _____

Signed: 

Printed Name: Robert Fitzsimmons

Title: President

<p>Submit RFP 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>REQUEST FOR PROPOSALS # 14002 GENERAL CONTRACTOR SERVICES FOR HOUSING AND COMMUNITY DEVELOPMENT</p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p>RESPONDENTS NAME: _____ _____ _____</p>
<p><u>Responses Due Date & Time:</u></p> <p>THURSDAY, OCTOBER 10, 2013 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____ _____ _____</p>
<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#: _____</p>

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original and one CD (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Respondents 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 Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete 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 RFP: RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

RESPONDENT INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

JOINT VENTURES: Responses 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 Request for Proposals.

NO RESPONSE: If not submitting a RFP response, respond by returning only the Statement of No Response, 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 proposers name from the mailing list.

RFP OPENING: Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals 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 serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals 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 RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

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 Proposer. 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.

MISTAKES: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer'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 Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

AWARD TERM The term of this award is two years with the option to renew for two additional one year periods upon satisfactory review of prior work.

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 specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of an AIA document, 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 Proposer'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 RFP Response Form.

GENERAL: The City of Deltona does not provide materials, supplies and/or services and those materials, supplies and/or services, as indicated herein; to support the City's needs shall be provided by private firms.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request 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 Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquiries 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 RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents 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. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP 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 Respondent who disputes the RFP 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 Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

LEGAL REQUIREMENTS: Respondents 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 Respondent 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 RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

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 Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents 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 RFP and all provisions of the successful firm's submittal 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 RFP prior to their delivery, it shall be the responsibility of the Respondent 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 Respondent, 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 Respondent. Further, if such a claim is made, or is pending, the Respondent 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 Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP 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 RFP, Respondent 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 Request for Proposals 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: Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, 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 Respondent.

RESPONSIBILITY: A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, 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 Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

DISQUALIFICATION OF RESPONDENT: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's 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 RFP 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 Respondent 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, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents 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.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

RFP PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses 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 Submittals and to make the award to that Respondent, 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 response 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 respondents 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.

PROPOSALS
RFP #14002 FOR GENERAL CONTRACTORS FOR
HOUSING AND COMMUNITY DEVELOPMENT

The City of Deltona desires to obtain proposals from qualified individuals, firms and legal entities relative to providing General Contractor Services for the Housing and Community Development Programs.

The Federal Government has issued a Grant to the City of Deltona for the Neighborhood Stabilization Program. This program allows the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each property to determine what repairs will be required to bring them up to code. Some of the properties may require complete demolition; therefore, the General Contractor must be able to also provide this service that includes environmental compliance within the NSP program. The General Contractor must be licensed and insured to perform work in the State of Florida and Volusia County. The Contractor will also work on SHIP and CDBG projects. **Contractors from the Deltona vicinity are encouraged to respond**

Construction projects will vary in size and type of rehabilitation. The contractor shall provide all plans, labor, supervision, materials, permits and equipment necessary to provide for construction of a house in accordance with the specifications provided by the City of Deltona or Inspector for the Project and the Minimum Standards for Rehabilitation of Residential Properties (see attachment A), and Florida Building Codes.

NOTE: The attached Section 3 Compliance forms are required to be used by the Contractor for any new construction over \$100,000.

SCOPE OF SERVICES:

1. Perform and oversee repairs and rehabilitation of single family homes for the City's Housing and Community Development Program for minor repairs, repairs and rehabilitation or demolition of vacant homes.
2. Insure that all sub-contractors hired to perform work are state licensed, registered in Volusia County, and insured.
3. Personally manage and review all work performed by sub-contractors.
4. Guarantee all workmanship, including work performed by subcontractors, for one year.
5. Provide adequate commercial general liability insurance to cover contractor and all sub-contractors.
6. Provide, to the City's satisfaction, evidence of compliance with State Worker's Compensation insurance requirements. Contractors claiming exemptions and using individual independent sub-contractors to perform work shall be subject to special scrutiny for workers' compensation compliance. Sub-contracting shall be only with State-licensed or locally registered contractors.

7. Be willing to perform only the work specified in the City's inspection report and work write-up and to work within the parameters of the NSP program. This will require the Contractor to be monitoring both the work product and project accounting.
8. Agree that all communication regarding the work write-up, cost estimate, and Repair/Rehabilitation Agreement shall only be with the City's designated Housing and Community Development Division. (Communications from the homeowner concerning the Repair/Rehabilitation Agreement or any other issues shall be directed to the City's Housing and Community Development Division, as the contractor has no authority to represent the City.)
9. Agree to immediately notify the City's Housing and Community Development Administrator of any potential cost overruns found during the repair process before doing work and before making purchases that exceed estimated costs of any specific repair. Any fees and costs incurred for any potential cost overruns found during the repair process, without prior approval from the City in the form of a change order, shall be at risk of non-payment.
10. Agree to work with the City's Housing and Community Development Division to find value-added solutions, to find an equitable solution to any additional repairs that may be necessary before performing any work that is not specifically contained in the most recent Work Authorization/purchase order, and to perform such work only after obtaining written authorization from the City's Purchasing Department.
11. Agree to abide by all Federal, State, and Local laws and codes and, specifically, the City's Housing Program Repair and Rehabilitation Standards.
12. Be able to meet weekly with the City's Housing and Community Development Division, or as deemed necessary by the Housing and Community Development Division, to assess the progress of repairs and discuss any problems encountered.

Contractors interested in providing the required services shall submit proposal packages for review and evaluation by the Selection Committee. It is anticipated that two (2) or more Contractors shall be selected to provide the necessary services for a contract period of two years with the option to renew for an additional two year period upon satisfactory evaluation of the work completed on each job.

Contractors will be put into a pool of Contractors that will bid each project and award will be made either to the lowest bidder or whichever Contractors that the City determines to be in the City's best interest for each job to be fair and equitable throughout the NSP program to all Contractors. The City reserves the right to place a cap on non-material costs that are uniform within the program that ensures that the City complies with the NSP program parameters.

Contractors doing business with the City of Deltona for the first time must successfully and satisfactorily complete one (1) project before consideration will be given for additional projects.

1.0 CONTRACTOR'S RESPONSIBILITIES

A. Warranty

The Contractor shall guarantee all work performed for a period of one (1) year from the date of final acceptance. The Contractor shall also meet all additional guarantees for

those items listed in this RFP as prescribed in the Minimum Standards for Rehabilitation of Residential Properties (see Exhibit A). The Contractor shall furnish all manufacturers' and suppliers' warranties covering materials and equipment furnished under the resulting contract.

B. Permits and Licenses

The Contractor shall purchase building permits and licenses necessary to perform all work executed under this RFP and the Basic Construction contract. The Contractor shall have two (2) weeks to apply for a permit after the pre-construction conference and receipt of the City's Purchase Order.

C. Inspections

The Contractor is responsible for all applicable inspections including final.

1. Job sites and houses shall be subject to inspection by Housing Activity Inspectors.
2. Contractor shall be present at the final inspection.

D. Acceptance of Work

Inspection of the finished work shall be performed by City of Deltona Inspectors to determine the acceptability of the work for payment. The Housing and Community Development Division shall inspect the house for quality while the Building Inspection Department inspects for code compliance. Final payment shall not be made unless/until both designated authorities have given final approval.

E. Release of Liens

The Contractor shall deliver to the City, a complete release of liens arising out of this contract before the final request for payment is made. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City such amount as the City may have been compelled to pay in discharging such liens, including all costs and reasonable attorney's fee.

F. Existing Structures and Utilities

In the event that private property is damaged as a result of actions of the Contractor, the Contractor shall be responsible for clean-up, repair, and/or property damage costs and claims. The damaged property shall be restored to its original condition prior to damage before final payment is made.

G. Change Notice

When, in the course of work, the Contractor encounters a situation not anticipated in the specifications that will add to the total cost of the job, the situation in question shall be brought to the attention of the Inspector for resolution as to possible need for a change notice. No such change shall be done until approval is received from the **City's Purchasing and Contracts Division. Purchasing and Contracts shall subsequently issue a formal written change notice.**

H. Minimum Standards

Contractor shall perform all work in conformance with the Standards for Rehabilitation of Residential Properties (see Exhibit A) and the Florida Building Code," whether or not covered by the specifications attached. Quality workmanship is expected on all work items.

I. Completion Requirements

All contracted work shall be completed one hundred twenty (120) days after permit issuance. Projects not completed within this frame may be subject to a fine of \$100.00 per day until completion, unless prior written approval is received from the Housing and Community Development Division. Persistent late completion of jobs may result in the Contractor being barred from future business with the City.

If the Contractor's progress in completing the work is delayed for any reason, including, but not limited to acts, errors, omissions or conduct of the City, subcontractor or material supplier, or any other Contractor or subcontractors, the Contractor's exclusive remedy shall be an extension of the time allowed for completion of the work under this contract. Under no circumstances shall the Contractor be entitled to claim or recover damages resulting from any such delay.

The Contractor shall notify the City in writing of such a delay and the cause thereof, within three (3) business days. The Inspector shall then ascertain the facts and the extent of the delay informing the Housing and Community Development Division and determine if the City agrees to provide an extension of the contract time in an amount equal to the time lost due to delays beyond the control of the Contractor.

The City of Deltona reserves the right to request additional firms to provide their qualifications prior to the expiration of any award term if it is found to be in the best interest of the City to do so. The City also reserves the right to terminate any agreement with a Contractor for non-performance.

2.0 PROPOSED SCHEDULE (Subject to change)

September 18, 2013: RFP Available

October 10, 2013: Responses Due

October 21, 2013: Selection Committee Meeting

November 4, 2013: Recommendation of Award to the Commission

3.0 SELECTION

Purchasing shall be responsible for the evaluation and selection process and shall be the sole point of contact for all respondents.

3.1 Evaluation Process

A. A Selection Committee comprised of up to (7) seven staff members will review the RFP responses that will include members from the Housing and Community Development Division, the Director of the Planning and Development Services Department, and the Building Official.

B. The Selection Committee may request additional material, information, or references from Contractors or from others.

C. The Selection Committee will make a recommendation to City Commission and final approval shall rest with the City Commission.

3.2 Evaluation Qualification

A proposal may not be considered unless the staff agrees that the respondent has met the following qualifications:

A. The proposal was received in the City of Deltona at or before the due date and time.

B. The proposal was prepared in accordance with the requirements of the RFP. This includes the inclusion and completion, in writing, of all required responses in the RFP.

C. The respondent has successfully demonstrated that it has the experience in construction similar or like in magnitude.

D. General Contractor's license

E. Contractors must have successfully and satisfactorily completed a minimum of one (1) home within Volusia County and/or adjacent counties.

EVALUATION METHOD: The City will appoint a committee to evaluate the proposals and to make recommendation to the proper level of authority. The City will be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all the information gathered.

DO NOT SEND CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS

Failure to provide the required information may result in the proposal not being considered. Proposals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Proposals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received at City Hall, 2345 Providence Boulevard, Deltona, Florida, 2nd Floor Conference Room by the deadline on the front of this RFP. **Each firm should ensure that they have received any/all addenda and amendments to this RFP before submitting their proposal. Please check on www.demandstar.com for any addenda.** Delivery of a package to any City location other than City Hall does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered. **Failure to provide the required copies and information may result in the proposal not being considered.**

Tab 1: Letter of Interest-No points

Respondents shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the firm authorized to obligate the firm contractually. If the letter is from an authorized representative, then the firm shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the contact person that the City can contact for additional information. The firm or authorized representative is attesting that the information provided is current and factual.

Tab 2: Profile – 25 points

Respondents shall provide a brief profile of their company, which should include their firm's legal name (former name, if applicable); history; business structure (corporate, LLC, partnership, sole proprietor, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; location of their parent company and location of main office that the Contractor will work out of, if applicable; branch or subsidiary; name, titles and experience of key individuals and their resumes or qualifications (e.g. licensed general contractor); total number of personnel (include all of the

officers). The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the basic agreement. Please indicate whether or not your firm has a LEED or Green Home Certification.

Tab 3: Similar Projects – 20 points

Respondents shall list projects in progress, completed, and the average dollar amount of work performed during the past five (5) years giving the start date, project title, contract value, percent completed, its owner, address, and phone number (see “**Completed Projects**” form). Respondents shall explain any work awarded the past five (5) years that they failed to complete or experienced delays.

Tab 4: References – 15 points

All respondents are required to submit a total of nine (9) references: three (3) references each from customers for whom they built houses, major suppliers for whom the respondents purchased materials, and subcontractors for whom the respondents does the most business. References shall reflect projects completed within the past two (2) years. **Respondents shall also include, if any, work performed for any government agency or educational institution including contact name, title, department, address and phone number** (see “**References**” form).

Tab 5: Financial Stability/Litigation – 15 points

All respondents shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Deltona. Respondents shall also list any lawsuits in which their firm is involved relative to the work performed or failed to perform over the last five (5) years. Respondents shall list any work in which their firm failed to complete in the last five (5) years and describe when, where, how and why of such failure. Respondents shall also list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons thereof.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dun & Bradstreet report will be accepted. The statement can be labeled confidential.

Tab 6: Price – 25 points

For the purpose of evaluating unit costs, respondents shall indicate the unit prices for the following: a typical two (2) bedroom, one (1) bath, 1,000 square feet of heated space, concrete block house consisting of a single car garage with electric garage door opener and a typical three (3) bedroom, two (2) baths, 1,500 square feet of heated space, concrete block house consisting of a single car garage with electric garage door opener. The following specification shall be considered in the calculation of the square footage prices:

- 6.1 FILL & GRADING:** 20 yards of fill. Grading an area of 5,000 sq. ft.
- 6.2 PIERS, BASES, AND FOOTING:**
 - Piers:* solid, one-piece, reinforced concrete, eight (8) inches by eight (8) inches.
 - Bases:* eight (8) inches by 16 inches by 16 inches.
 - Footing* eight (8) inches thick reinforced concrete 16 inches by 16 inches or larger.
- 6.3 CONCRETE SLAB:** concrete slabs without “step-ups.”
- 6.4 STEPS:**

Pre-cast steps: Standard size, placed over a concrete slab that is four (4) feet by four (4) feet by four (4) inch.

Hollow poured steps: Formed and poured over an eight (8) inch by 16 inch footing. Wall thickness shall be a minimum four (4) inches.

Exterior framed steps: Constructed using pressure treated (PT) graded lumber with two (2) inch by 12 inch stringers, one (1) inch by eight (8) inch risers, and two (2) inch by 10 inch PT stair stock tread.

- 6.5 GUTTER AND DOWN SPOUTS:** 26 gauge galvanized metal or aluminum with attachments designed and recommended by the manufacturer. The down spouts shall be three (3) inches and extend to within four (4) inches of the finish grade and securely fastened. The splash-block shall be concrete minimum size 12 inches by 24 inches
- 6.6 DOORS:** 36 inch doors throughout the house.
Exterior – when door jam requires replacement: Pre-hung exterior six (6) panel steel door complete with hardware and trim.
Exterior – where door jam remains: One and three-quarters (1 ¾) inches solid core stock size and design complete with hardware and trim.
Interior: 1 3/8 inches minimum thickness, hollow core, paint grade installed with two (2) but hinges.
- 6.7 CLOSETS:** in all bedrooms, pantry, and linen. One (1) rod and one (1) shelf of suitable material and design provided that the finish product meets the following standards: The shelf shall support a uniformly distributed load of 30 pounds per square foot with vertical deflection not to exceed one-quarter (¼) inch. The rod shall support 10 pounds per square foot with vertical deflection not to exceed one-quarter (¼) inch.
- 6.8 WINDOW TREATMENT:** mini-blinds on all of the windows except the bathroom(s).
- 6.9 BATHROOM:** a five (5') foot non-slip enamel steel tub with shower rod and head.
 Shower: 60" x 30" curb less shower with a pan, necessary plumbing and adequate slope to provide complete drainage. Minimum ½ inch maximum ¾ inch high marble threshold as a water barrier at the transition from shower floor to bathroom floor.
Water Closet: ADA accessible water closet BRIGGS MODEL #4234 (White) max. 1.6 gpf/6.0 lpf or equal. Unit shall include a new shut-off valve, supply line, and Bermis Model 1850 TT open front seat with cover or equal.
Grab Bars: ADA grab bars in tub area with heavy duty, 18 gauge, type 304, stainless steel, 1 1/2" diameter, Model #7040 and 7075. Unit shall include solid backing for secured mounting.
- Lavatory: Wall mount vitreous china lavatory BRIGGS MODEL #6602 or equal.
- Ceramic Tile: 2" x 2" ceramic tile on the entire bathroom floor with 4" ceramic base tile.
- 6.10 APPLIANCES:** electric refrigerator (18 cu. Ft.), a hot water heater (40 gallon), and a standard 30" range.
- 6.11 UTILITY:** washer and dryer hook-ups.
- 6.12 HEATING:** 13 SEER central air and heat pump unit on a 4' x 4' x 4" concrete slab with automatic float switch. Unit shall include a one (1) year parts and labor warranty for the unit and a five (5) year written warranty on the compressor.
- 6.13 FANS:** fan ready boxes in the living room and all of the bedrooms.
- 6.14 FLOORING:** rolled linoleum on all floors, except the bedrooms and living room. Carpet in the living room and all the bedrooms.
- 6.15 DRIVEWAY:** ten (10) feet wide and extends from the house to the street. The total size of the driveway shall be approximately 250 sq. ft.
- 6.16 LANDSCAPE:** ten (10') feet of sod around the house (front, sides, and back).
- 6.17 WATER & SEWER:** on City water and sewer.

- 6.18 PEST CONTROL:** Roach & Ant treatment within five (5) days of the completion of the home, with a one (1) month owner renewable guarantee.
- 6.19 WARRANTY AND OWNER'S MANUAL:** There shall be a one (1) year home warranty, three (3) year roof workmanship, and a five (5) year material warranty.

Tab 7: Documentation – No points. Proper licenses are required

Corporation/Limited Liability Company. Respondents shall be registered with the Florida Division of Corporation to do business in the State of Florida. The respondent shall submit copies of their corporate/LLC documents with their submittals. If the firm is “green” certified, please attached a copy of the LEED or Green Home Certification.

Licenses/Certification: The respondents shall have a current contractor’s license. Contractors licensed under Chapter 489, Florida Statutes, and operating a business organization must submit a copy of their qualified business license (also known as a certificate of authority). Respondents shall submit with their submittal copies of their license and/or competency card.

Business Tax Receipt (BTR) (formerly known as “Occupational license”). A firm who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their response to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm’s business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm’s business type is exempted, submit a Proof of Exemption.

Preference will be given to contractors who are LEED or Green Home certified.

Tab 8: Additional information to be provided in response:

Insurance: All respondents shall attach evidence of required insurance coverage or proof of insurability in the amounts indicated above. If available, a properly completed ACORD form is preferable. Respondents that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy and a signed, notarized Hold Harmless Agreement for each exempt officer (see “**Hold Harmless Agreement**” form).

Conflict of Interest Disclosure: All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project. See the attached form included in this package (see “**Conflict of Interest Disclosure**” form).

Prohibition Against Contingent Fees: All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (See “**Prohibition Against Contingent Fees**” form).

Public Entity Crime and Discriminatory Vendor List: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list. See the attached forms to be completed by the contractor and all subcontractors (See “**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction**” form).

Drug-Free Work Place: All respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See “**Drug-Free Work Place**” form).

CONFIDENTIAL INFORMATION: Do not send confidential, proprietary information or trade secrets.

DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES: The City of Deltona encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services. Contractors is requirement to report the racial/ethnic code of the owner of 51% of the business, as well as if the business is woman owned.

EXPENSES INCURRED: This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any firm in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all firm to appear for interviews and/or oral presentations at no cost to the City.

Tab 1: Letter of Interest	No Points
Tab 2: Profile	25 Points
Tab 3: Similar Projects	20 Points
Tab 4: References/Resources	15 Points
Tab 5: Financial Stability	15 Points
Tab 6: Price	25 Points
Tab 7: Documentation	No Points
Tab 8: Additional Information	No Points
	100 Points total

**RFP 14002 Property and Casualty Insurance
REFERENCES**

#1	Agency	The City of Fort Pierce Housing Authority
	Address	511 Orange Avenue
	City, State, ZIP	Fort Pierce, FL 34950
	Contact Person	Ed Kiley
	Telephone	(772) 429-6439
	Date(s) of Service	March 2011 - Present
	Type of Service	Projects consists of renovation of single family homes. Scope of work included but was not limited to Insulation, Electrical, HVAC, plumbing, painting, millwork, finish carpentry, supply and install windows, gas and piping, security screens, stucco, trusses and roofing, exterior framing and cleaning.
	Comments:	
#2	Agency	City of Port Saint Lucie NSP
	Address	121 SW Port Saint Lucie Blvd
	City, State, ZIP	Port Saint Lucie, FL 34984
	Contact Person	Dottie Sinan
	Telephone	(772) 879-0093
	Date(s) of Service	September 2009 - Present
	Type of Service	Projects consists of renovations, repairs, and new builds of single family homes. Scope of work included but was not limited to mold remediation, framing, drywall, insulation, electrical, HVAC, plumbing, painting, millwork, finish carpentry, supply and install windows, roofing, cabinetry, carpeting, ceramic tile and final cleaning. Our firm is currently listed in the project rotation list for upcoming projects within the Housing department.
	Comments:	
#3	Agency	Martin County SHIP-CDBG
	Address	2401 SE Monterey Road
	City, State, ZIP	Stuart, FL 34996
	Contact Person	Jerry Lindstrom
	Telephone	(772) 220-7099
	Date(s) of Service	June 2010 - February 2012
	Type of Service	Projects consisted of renovation of single family homes. Scope of work included but was not limited to Insulation, Electrical, HVAC, plumbing, painting, millwork, finish carpentry and the supply and install of windows.
	Comments:	

REFERENCES

#4	Agency	AWP Windows
Address		
City, State, ZIP		
Contact Person		Dennis Chappell
Telephone		(941) 544-5977
Date(s) of Service		
Type of Service		Windows
Comments:		Supplier
#5	Agency	Southern Truss Company
Address		
City, State, ZIP		
Contact Person		Roger Delpappa
Telephone		(772) 464-4160
Date(s) of Service		
Type of Service		Trusses
Comments:		Supplier
#6	Agency	Manning Building Supply
Address		
City, State, ZIP		
Contact Person		Mike Nohejl
Telephone		(772) 464-8713
Date(s) of Service		
Type of Service		Doors & Windows
Comments:		Supplier

REFERENCES

#7	Agency	Anything Electrical Company
	Address	
	City, State, ZIP	
	Contact Person	Glenn Brown
	Telephone	(772) 631-0996
	Date(s) of Service	
	Type of Service	Electrician
	Comments:	Subcontractor
#8	Agency	Air Experts of South Florida
	Address	
	City, State, ZIP	
	Contact Person	Ryan O'Neill
	Telephone	(772) 828-0702
	Date(s) of Service	
	Type of Service	HVAC
	Comments:	Subcontractor
#9	Agency	Ameri-Tech Plumbing, Inc.
	Address	
	City, State, ZIP	
	Contact Person	Mark White
	Telephone	(772) 879-0754
	Date(s) of Service	
	Type of Service	Plumber
	Comments:	Subcontractor

Note: A minimum of nine (9) references: three (3) from customers, three (3) from major suppliers and three (3) from subcontractors.

**CITY OF DELTONA
2345 PROVIDENCE BOULEVARD
DELTONA, FLORIDA 32725**

PROOF OF EXEMPTION

I certify that _____,
(Business Name)

located at _____,
(Street Address) (City)

is the type of business indicated below:

- Charitable, Non-Profit Organization
- Religious Institution
- Insurance Adjuster, Agent or Company
- Pharmacist/Pharmacy
- Radio/Television Station
- Agricultural
- Sale of items grown on own land
- Sale of Alcoholic Products only
- Child Care – Residential
- Residential Rentals over 6months
- Commercial Rentals
- Door to Door/Peddler Sales
- Other _____

Authorized Signature

Printed Name

Title

Date

A business that falls under one of the exempt classifications listed above is not required to have a City of Deltona Business Tax Receipt. Include proof of exemption.

**RFP 14002
HOLD HARMLESS AGREEMENT**

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement**

I, _____ (print owner's name), am the owner of
_____ (print company name), an incorporated/unincorporated
business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not
limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and
therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its
employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the
City of Deltona, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims,
liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and
charges of attorneys and other professionals) arising out of our contract with the City of Deltona, whether or not it
shall be alleged or determined that the act was caused by intention or through negligence or omission of the City
of Deltona employees, or of their subcontractors or their employees. The named business shall pay all charges of
attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any
judgment shall be rendered against the City of Deltona in any action indemnified hereby, the named business
shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be
construed as, a waiver of sovereign immunity of the CITY OF DELTONA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)

Employee 1: _____ (print name) _____ (signature)

Employee 2: _____ (print name) _____ (signature)

Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____

_____, who is/are personally known to me **or** who has/have
produced _____ as
identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

**RFP 14002
CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above

(List): _____

By _____ Date _____

(Signature)

By _____
Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me
or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

(Seal)

RFP 14002

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By _____ Date _____

(Signature)

By _____
Corporate Officer Name & Title

**RFP 14002 FOR GENERAL CONTRACTOR FOR THE NEIGHBORHOOD STABILIZATION
PROGRAM AND THE HOUSING PROGRAMS WITHIN THE HOUSING AND COMMUNITY
DEVELOPMENT DIVISION**

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY THE GENERAL CONTRACTOR

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Signature

Firm

Street address

City, State, Zip

Date

**RFP 14002
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Firm)

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 proposal, the employee will propose 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.

Name

Title

Firm

Street Address

City, State, Zip

Date

7.0 INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

Commercial General Liability - in the amount of ONE MILLION (\$1,000,000.00) DOLLARS aggregate / ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.

Liability – Auto, in the amount of \$100,000.00/300,000.00 / Any Auto

Workers Compensation – as required by Florida Law. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City of Deltona.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation

All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at kkrauss@deltonafl.gov or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. **Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.**

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 RFP process. Any such contact shall be cause for rejection of your submittal. **The RFP Process is not complete until an award is made.**

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

RFP 14002
FOR GENERAL CONTRACTOR FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM

ADDRESS TO:
THE CITY OF DELTONA
KATE KRAUSS, PURCHASING MANAGER
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) **No Addenda** -
I have included:

- The Submission Response Form
- Lobbying and Conflict of Interest Clause
- The Non-Collusion Affidavit
- Drug Free Workplace Form

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____

Telephone: _____

Fax: _____

Date: _____

Signed: _____

Printed Name: _____

Title: _____

NON-COLLUSION AFFIDAVIT

I, _____, depose and say that:

1. I am _____ of the firm of _____, the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, 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;

3. 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 bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made b the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: _____ Date: _____
STATE OF: _____ CITY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of 20 .

NOTARY PUBLIC

My Commission Expires: _____

**PROCEDURES TO BE USED FOR SOLICITATION, AWARD AND PROJECT
MANAGEMENT FOR CONSTRUCTION SERVICES FOR THE HOUSING AND
COMMUNITY DEVELOPMENT DIVISION**

Background:

The City's Housing and Community Development Division administers the funding for affordable housing including the homeowner rehabilitation program provided by the U.S. Department of Housing and Urban Development (HUD) for housing assistance through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), the American Dream Down Payment Initiatives (ADDI) program and the State Housing Initiatives Partnership Program (SHIP) funded through the Florida Housing Finance Corporation. Additionally, for a period of 18 months, funds will be available for housing rehabilitation services for the Neighborhood Stabilization Program (NSP) also funded through HUD. All of these programs are designed to meet the housing needs of income-eligible households. These programs help fund the rehabilitation program offered by the City to its citizens. The rehabilitation program has three components, as follows:

1. **Substantial Rehabilitation of Single Family Residence** – designed to replace severely deteriorated owner occupied housing by demolishing the existing home and building a new home on the existing site. The replacement cost includes demolition, construction, and other associated costs to construct the new unit. **The costs are determined by bids submitted by pre-qualified building or residential construction contractors.**
2. **Rehabilitation of Single Family Residence** – designed to bring substandard owner occupied housing units up to applicable housing codes. **The costs are determined by bids submitted by pre-qualified building or residential construction contractors.**
3. **Emergency Repairs** – designed to repair owner occupied homes by correcting existing safety and health hazards, including disabled accessibility features.

In order for the citizens to qualify for this program, their home must have received at least one or more code violations that pose a health and safety issue from municipal or county code inspectors (Note: This requirement does not apply to Neighborhood Stabilization Program rehabilitation services).

All funds, other than the NSP funds, must be spent within three (3) years of the award or returned to the grantor. NSP funds must be spent within 18 months of grant award.

The City of Deltona will complete an RFP process to obtain a pool of qualified contractors to obtain bids for rehabilitation and substantial residential of single-family residence.

Process:

The City will issue an RFP to qualify contractors to participate in the Housing and Community Development rehab program. The RFP process allows competent and experienced contractors to submit their qualifications to a selection committee.

The committee then determines which contractors are highly qualified based on the criteria established in the solicitation and recommends the highly qualified contractors to the City Commission for award of a basic construction contract, to remain in effect for a base period of two years. At the sole option of the City, the basic contracts may be renewed for an additional two year period for a total term of four (4) years. Qualified contractors, however, not performing to specified standards or those who become unresponsive to bid request (s) are not recommended for renewal. Once a contractor is qualified they are then required to sign a basic contract.

Individual projects are awarded based on the single, lowest responsive and responsible bid, availability, and work volume in order to ensure timely completion of projects. Qualified contractors are awarded no more than three (3) projects at any given time; however, the Housing and Community Development Division – Housing Grants Administration have the discretion of awarding more than three (3) projects, if deemed appropriate. The City Manager or designee will be the authority to sign work authorizations within the program budget. Authorization for performance of services under the contract are in the form of a formal written work order and purchase order signed by the contractor, issued by the City's Purchasing Division.

Procedure:

Step 1: Once the home(s) to receive rehabilitation are identified, the Inspector will indicate on Work Write Up (Scope of Work) form what needs to be completed. The pre-qualified Contractors will be notified of a pre-meeting at the residence at which time they will meet with the Inspector and/or the homeowner.

Step 2: The Contractor will provide their price based on the Work Write Up and their PRICE SHEET and any additional work required. The Work Write Up will have the day, time and location that bids are due.

Note: Qualified Contractors are those eligible to submit a formal written bid based on current workload and when it is advantageous for the City to receive their bid.

If there are any significant changes to the Scope of Work, an addenda will be issued and bids will include any changes made in the addenda.

Step 3: After receipt and review of bids received, a recommendation of award will be issued to the Housing and Community Development Division will send it to Purchasing along with a requisition for the Contractor to begin the work. The notification to all qualified contractors, all bids submitted including the executed formal written bid, tabulation sheet, and the specifications and any addenda shall be attached to the PDQ.

Step 4: Step 5: Purchasing receives and reviews the Purchase Requisition ensure that all documentation is included.

Step 8: After review of the Purchase Requisition and documents, Purchasing then electronically routes the purchase order through the appropriate approval process.

Step 9: Purchasing then sends to the contractor an executed work order along with the purchase order.

Step 10: The Housing and Community Development Division will send letter to the homeowner (unless it is a NSF project) letting them know who was awarded the work and when arranges a pre-construction meeting and issues a Notice to Proceed for the project. The Housing and Community Development Division will advise the homeowner if or when they need to temporary relocate.

Condition:

Change Orders: If any changes (scope of work, monetary or time related) arise due to unforeseen circumstances, a written change order request form, on the approved Purchasing Change Order Form, shall be immediately submitted to Purchasing prior to proceeding with the work.

Project Closeout: At project completion, the Housing and Community Development Division shall prepare the closeout documentation which includes a score/grade card of the contractor's performance, pictures taken before and after the project, and a final acceptance document signed by the Housing and Community Development Division, the contractor, and the homeowner. The annual or semi-annual reports shall be based on this information.

Goals:

1. Expend the budgeted funds authorized for this program within the time constraints set forth in the grant guidelines;
2. Construct or repair homes earlier than pledged to our citizens; and
3. Streamline the procurement process to become more efficient and effective in order to reduce time and save the taxpayers money.

**AGREEMENT BETWEEN CITY OF DELTONA AND
DORADO AQUA COPS
PER RFP NO. 14002**

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 **Dorado Aqua Cops**, duly authorized to conduct business in the State of Florida, whose principal address is 195 W. Seminole Blvd. Sanford, Florida 32771, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to **General Contractors Services for the Neighborhood Stabilization Program and any other Housing Programs with the City** per RFP No. **14002**. The work generally involves all work as described in the RFP 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 **November 18, 2013**.

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 **General Contractor Services** per RFP No. **14002**, attached hereto and incorporated herein by reference, and Contractor's Proposal dated **October 8, 2013**.

2.2 The services, as described in RFP No. **14002**, to be rendered by the Contractor, shall commence upon issuance of a purchase order for each project and be completed within the agreed upon timeframe for each project.

2.3 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work for each project they are awarded under this program.

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.

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

2.6 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.

2.7 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 each project at a total cost not to exceed the amount of each purchase order unless a change order is approved and issued prior to any additional work being completed. **Contractor agrees to abide by all state and federal regulations and submittal requirements under the NSP and any other Housing Programs that the Contractor performs work on.**

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.

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:

If to Contractor:
Fernando A. Neris, P.E.
Managing Member
Dorado Aqua Cops
195 W. Seminole Blvd.
Sanford, FL 32771

If to City:
Chris Bowley
Planning and Development Svcs. 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 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
RFP Documents
Addendum, if any
Contractor's Response to RFP

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

DORADO SERVICES, INC.:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

AQUA COPS WATER SYSTEMS, INC.

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

**CITY OF DELTONA
CONSULTANT EVALUATION**

RFP#14002 General Contractors Services for Housing and Community Development					
NO.	CRITERIA	A.G. Pifer	Black Street Enterprises, LLC	Dorado Aqua Cops	Gallery Home of Deland
1	Angelia Briggs	97	94	79	92
2	Denise Brooke	100	80	80	80
3	Steve Roland	95	73	75	95
		292	247	234	267



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 11/18/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 8 - A

SUBJECT: Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD (RZ13-006/Applicant: Goodwill Industries), at second and final reading.

LOCATION:

The subject property is located at 901 Doyle Road, at the southeastern corner of Doyle Road and Providence Boulevard.

BACKGROUND:

The City received an application from Goodwill Industries of Central Florida (Goodwill) to amend the Deltona Landings Business Planned Unit Development (BPUD) Development Agreement to allow an Attended Donation Center as a permitted principal use. The Deltona Landings complex was developed in 1997. In 2003, the City approved a site plan for the outparcel located at the northwest corner of the plaza; known as Lot 2. A bank was constructed on Lot 2 and remained in operation until 2011. Since 2011, the building has remained vacant, despite receiving several inquiries for reuse.

Goodwill is interested in opening an Attended Donation Center at this location. The facility is small and Goodwill expressed a desire not to include a retail component, which would have allowed the use to be considered a Specialty Retail Use. Goodwill proposed a use of an Attended Donation Center within the existing BPUD to accommodate the regional collection facility. Staff supports this proposed use, provided the use is compatible with the daily function of the overall plaza (mainly exterior appearance, traffic patterns, and daily trash collection), with adjacent land uses, and in keeping with the Enterprise Commercial Overlay District. The following Conditions of Approval were established by staff and agreed to by Goodwill to achieve the that compatibility:

- The Attended Donation Center will accept only non-perishable household goods from area residents.
- No outside storage/deposit of donated items or non-

marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.

- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40' wheel base. Access and flow to accommodate such truck shall be determined utilizing the "Auto Turn" program during the site plan review process.
- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

The proposed use is consistent with the City's Comprehensive Plan. Finally, the City Commission approved Ordinance No. 15-2013, at first reading, on November 4, 2013.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

NA

COST:

NA

REVIEWED BY:

City Attorney, Finance Director, Planning Director

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP. Planning and Development Services Director - Staff recommends that the City Commission adopt Ordinance No. 15-2013, at second and final reading, to amend the Deltona Landings BPUD Development Agreement to include the Conditions of Approval listed in the staff report.

POTENTIAL MOTION:

"I hereby move to adopt Ordinance No. 15-2013, to include the Conditions of Approval listed in the staff report,

at second and final reading."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Staff Report Goodwill Industries
- Ordinance No. 15-2013
- Development Agreement
- Existing Interior Plan
- Proposed Interior Plan

Memorandum

To: Planning and Zoning Board

From: Chris Bowley, AICP

Date: October 1, 2013

Re: Project No. RZ13-06, Amendment to the BPUD for the property known as Deltona Landings located at 901 Doyle Road.

I. SUMMARY OF APPLICATION:

APPLICANT: Goodwill Industries of Central Florida
C/O Shannon D. Hoagland
P.O. Box 692514
Orlando, FL 32869

Request: The City of Deltona Planning and Development Services Department has received an application from Goodwill Industries to amend the Business Planned Unit Development (BPUD) Development Agreement to allow an “Attended Donation Center” as a permitted principal use.

A. SITE INFORMATION:

1. **Tax Parcel No.:** 9106-09-00-0020
2. **Property Addresses:** 901 Doyle Road
3. **Property Acreage:** ±0.84 Acres
4. **Property Location:** Located at the southeast corner of the intersection of Providence Blvd. and Doyle Road, in the Deltona Landings Plaza.
5. **Property Legal Description:** LOT 2 DELTONA LANDINGS MAP BOOK 46 PAGES 167-168 PER ORDINANCE BOOK 6647 PAGE 0646; PER ORDINANCE BOOK 6668 PAGES 2642-2644.

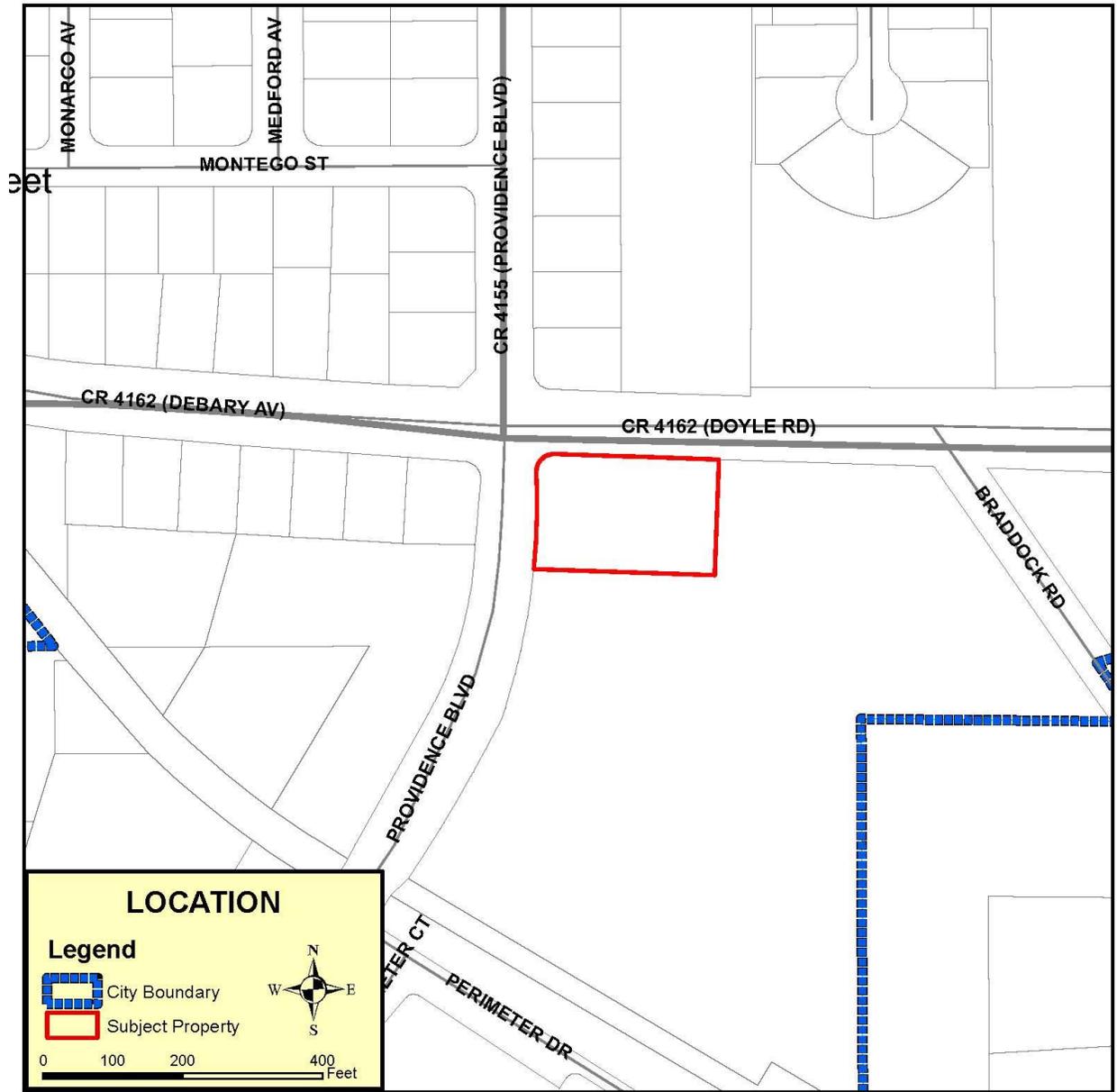


Figure 1: Location Map

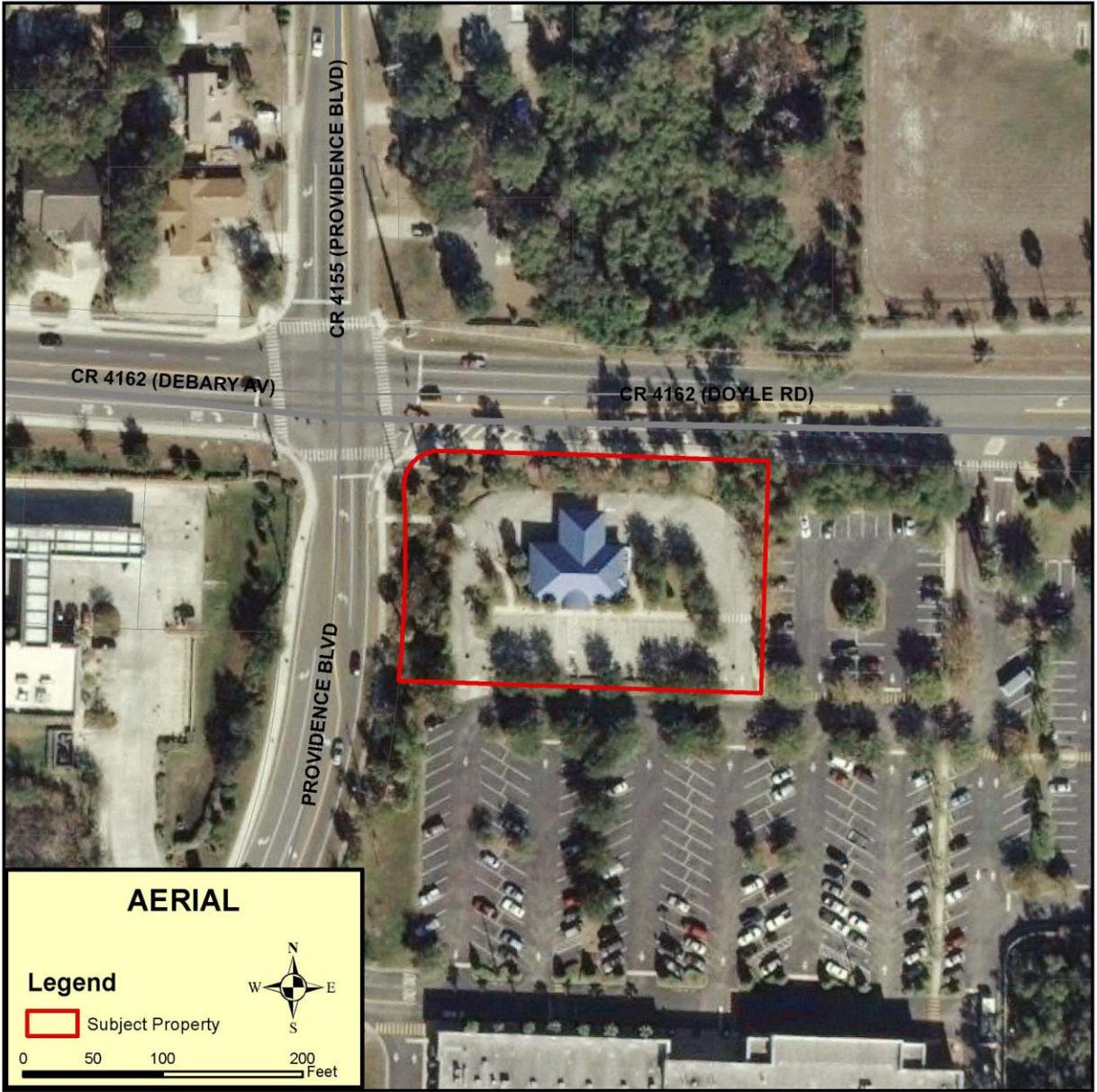


Figure 2: Aerial Photo

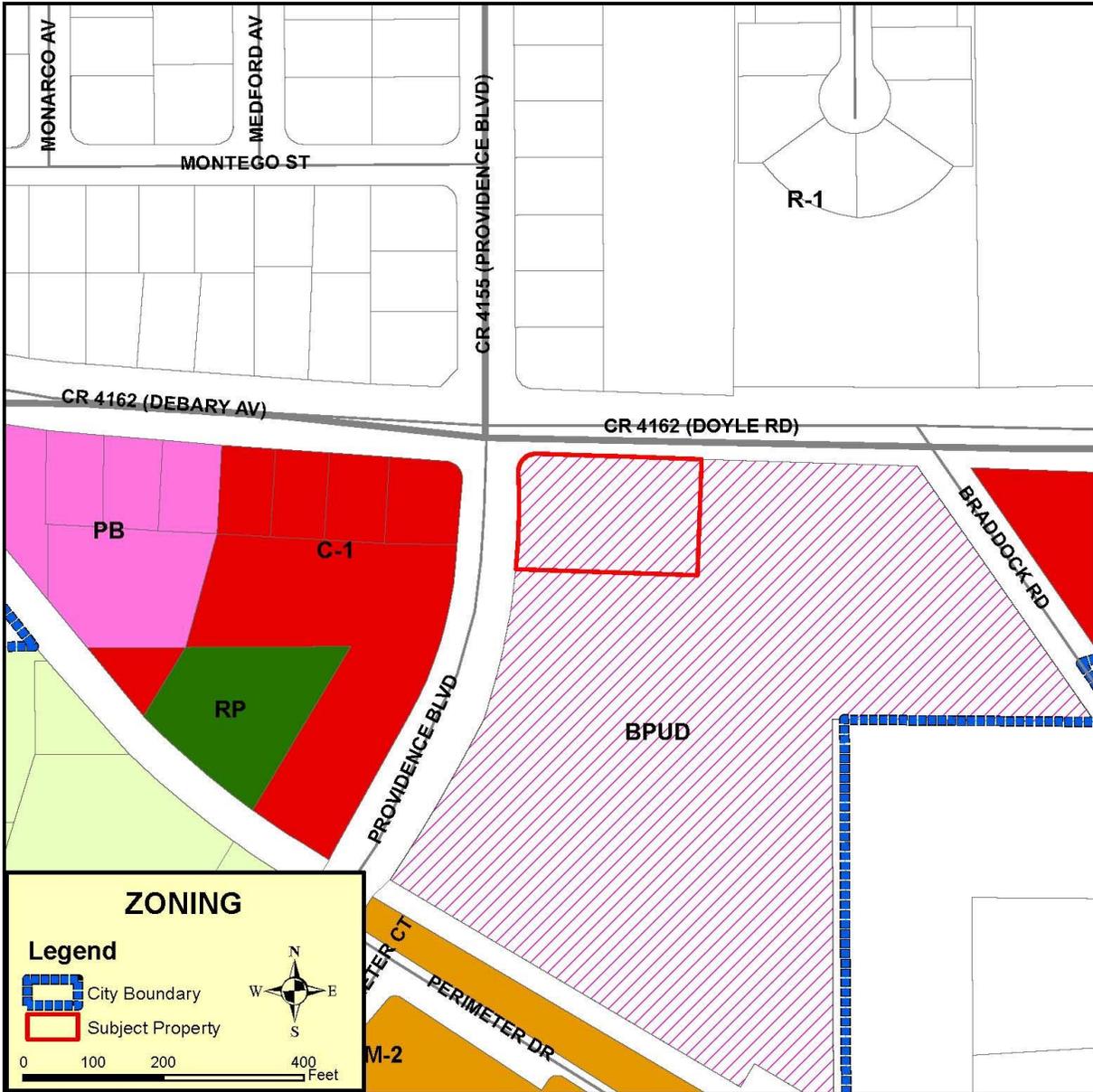


Figure 3: Existing Zoning

B. Existing Zoning:

1. **Subject Property:**
Existing: BPUD
Requested: BPUD, Amending the Development Agreement

2. **Adjacent Properties**
North: R-1, Single Family Residential
South: BPUD

East: C-1, Commercial
West: BPUD

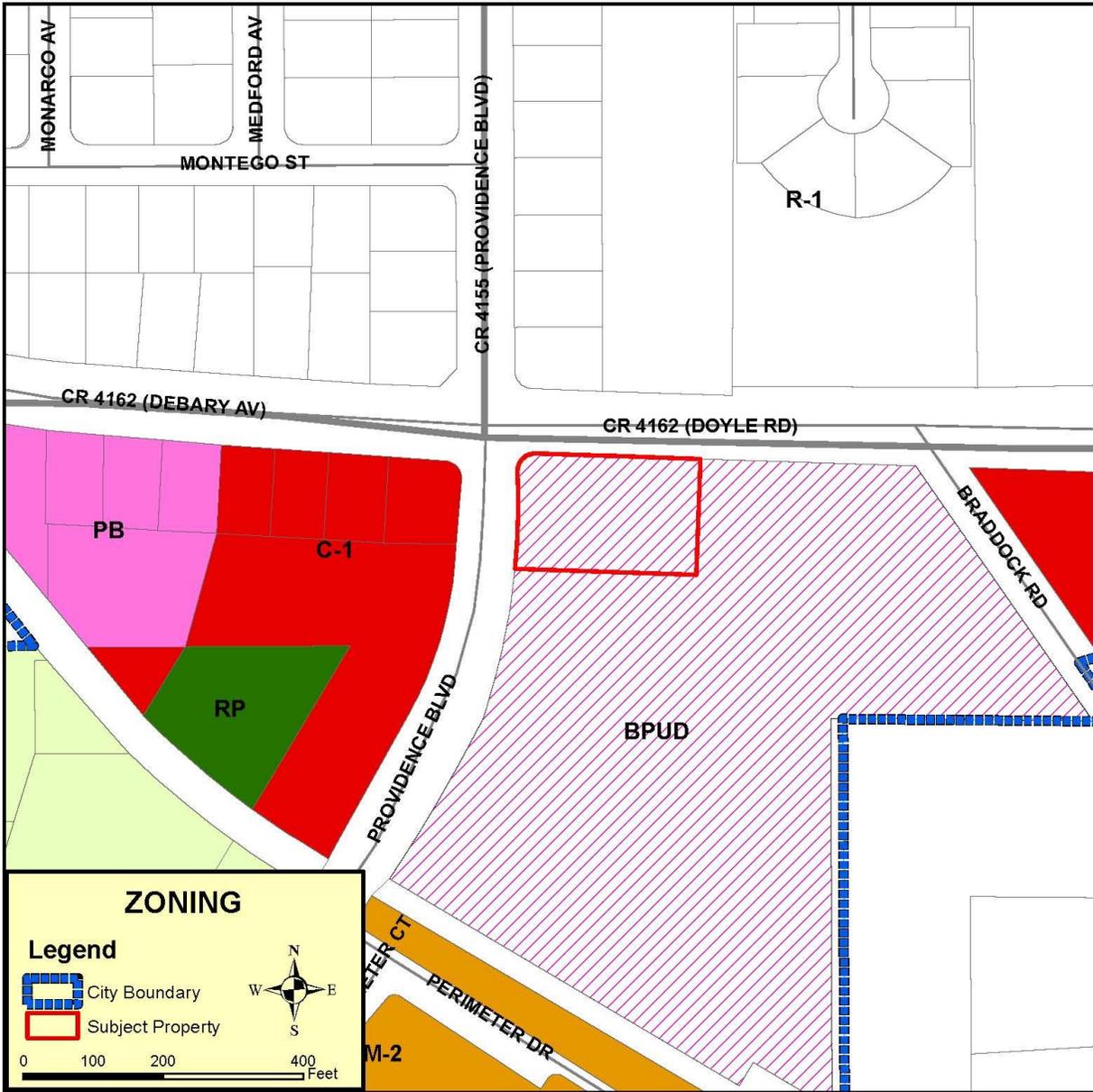


Figure 4: Proposed Zoning

C. Proposed Zoning:

Business Planned Unit Development (BPUD) While the subject property owner has applied for a rezoning, the rezoning event is actually an amendment to Development Agreement. The applicant is requesting the addition of an “Attended Donation Center” to the list of permitted uses.

D. Back Ground

The Deltona Landings BPUD at this location dates back to 1997. The BPUD was then updated in 1998 to address the development of the Deltona Landings project. In 2003, the City approved a site plan for the outparcel associated with Deltona Landings, known as Lot 2 Deltona Landings. The 2003 approval led to the development of a financial institution for eight (8) years before in late 2011.

Goodwill Industries of Central Florida has expressed an interest in opening an “Attended Donation Center” at this location. An “Attended Donation Center” is a new land use type that has been pioneered by Goodwill Industries throughout the country. The “Attended Donation Center” format is intended to represent a convenient method for the acceptance of donations (household goods), in small quantities, from various private donors. The convenience aspect is evidenced by the fact that the donor will have the ability to make donations with drive through ease. Basically, donors would not have to get out of their cars while Goodwill employees unload the donations and provide the donor with a receipt. After the donations are collected, the donations are taken into the building and sorted. After sorting, donations with any resale value are then relocated to a central location for processing and distributed to Goodwill retail centers. However, no retail sales will occur at the Deltona Landing site. There will be donation materials that will be determined to be not worthy of resale and, according to conversations with Goodwill staff, the majority of the non-marketable items are recycled.

The proposed “Attended Donation Center” format would be considered a neighborhood use because the donations consist of household goods. Donors are anticipated to be residents in close proximity to the site. However, there could be concerns associated with the proposed use. The “Attended Donation Center” format, at least as represented to City staff, is typically open during normal business hours. Therefore, there is a possibility that donated items could be, dumped at the site creating sanitary and aesthetic problems. Another concern is the management of the donations that are not marketable, which could result in a significant solid waste stream originating from the use. Being developed as a bank, the building/site on Lot 2 was not designed to accommodate a large trash receptacle(s) or the access for large garbage trucks. The site was intended to be accessed

by normal passenger vehicles. Therefore, trucks associated with the use could create traffic conflicts on the property and in the remainder of the shopping center. Since the proposed function of this site is not without concerns, staff suggests that the City Commission consider the following conditions be included in the BPUD Development Agreement:

- The “Attended Donation Center” will accept only non-perishable household goods from area residents.
- No outside storage/deposit of donated items or non-marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.
- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40’ wheel base. Access and flow to accommodate such truck shall be determined utilizing the “Auto Turn” program during the site plan review process.
- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

E. Support Information

Public Facilities

- a. Potable Water: to be supplied by Deltona Water
- b. Sanitary Sewer: to be supplied by Deltona Water
- c. Fire Protection: City Fire Station 61
- d. Law Enforcement: Volusia County Sheriff’s Office (VCSO)
- e. Electricity: Duke Energy (FKA Progress Energy)

- F. **Matters for Consideration** – Section 110-1101, Code of City Ordinances, states that the City shall consider the following matters when reviewing applications for amendments to the Official Zoning Map:

1. Whether it is consistent with all adopted elements of the Comprehensive Plan.

The amended Development Agreement will not diminish the vision of the goals or the policies of the Comprehensive Plan. The existing development and building will be retro-fitted to meet the needs of the applicant.

2. Its impact upon the environment or natural resources.

The property is currently developed; the subject property has a bank building that will be reused with some slight modifications. Site modifications will have no impact on natural resources. The land is located on the Deland Ridge. The soil is predominately well drained Astatula Fine Sand. According to the September 2011 FEMA flood zone maps; the subject property is not located within the 100 year floodplain.

3. Its impact upon the economy of any affected area.

The proposed impact upon the local economy would be the creation of service oriented jobs. However, Goodwill Industries' purpose is job training, while the jobs at this location may be service jobs; it helps to create a better trained workforce for the area.

4. Notwithstanding the provisions of Article XIV of the Land Development Code, Ordinance No. 92-25 [Chapter 86, Code of Ordinances] as it may be amended from time to time, its impact upon necessary governmental services, such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste or transportation systems.

- a. Schools: The Volusia County School Board staff has indicated that this rezoning will not affect local schools.
- b. Sewage Disposal: The site will be served by City sewer and capacity is available.
- c. Potable Water: Deltona Water will serve the site and sufficient potable water capacity is available.
- d. Drainage: At this time, no new impervious surfaces are planned. All site related stormwater runoff will be managed through the existing master planned system.
- e. Transportation Systems: While this parcel will not have direct access to a street; the subject project will have access via two thoroughfares, Providence Blvd. and Doyle Road through the Deltona Landings Plaza. The ITE trip generation manual does not cover uses of this nature. However, staff found other examples stating that the proposed "Attended Donation Center" would generate approximately 66 trip ends per day (Re: Pima County, AZ). This generation rate is much less traffic

than the previous use (typical drive through bank) would generate - 355 trip ends per day.

Votran Transportation is available on Providence Blvd. for bus routes 21 and 22.

5. Any changes in circumstances or conditions affecting the area.

Several large scale tenants in this plaza have closed in recent years, including Blockbuster Video and Federal Trust Bank. These vacancies are beginning to occupy the site.

6. Any mistakes in the original classification.

No known mistakes.

7. Its effect upon the public health, welfare, safety or morals.

Staff finds that the BPUD will have no negative effects on the public welfare, safety, or morals of the City.

CONCLUSION/STAFF RECOMMENDATION

Staff recommends approval of the amended Development Agreement and BPUD with the conditions recommended:

- The “Attended Donation Center” will accept only non-perishable household goods from area residents.
- No outside storage/deposit of donated items or non-marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.
- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40’ wheel base. Access and flow to accommodate such truck shall be determined utilizing the “Auto Turn” program during the site plan review process.

- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

ORDINANCE NO. 15-2013

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE DELTONA LANDINGS BUSINESS PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE FOLLOWING PARCEL: LOT 2, DELTONA LANDINGS, MAP BOOK 46, PAGES 167-168, PER ORDINANCE BOOK 6647, PAGE 0646, PER ORDINANCE BOOK 6668, PAGES 2642-2644, LOCATED AT 901 DOYLE ROAD TOTALING APPROXIMATELY ±0.84 ACRES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received an application to amend the Deltona Landings Business Planned Unit Development (BPUD) by adding “Attended Donation Center” to the list of permitted principal uses of the BPUD Development Agreement approved on October 29, 2003;

WHEREAS, the City of Deltona, Florida, and its Land Planning Agency have complied with the requirements of Municipal Home Rule Powers Act, sections 166.011 et seq., Florida Statutes, in considering the proposed BPUD amendment; and

WHEREAS, after said public hearing, the City Commission of the City of Deltona, Florida, has determined that the Deltona Landings BPUD will be amended to incorporate “Attended Donation Center” and related conditions as a permitted principal use, and has further determined that said zoning action is consistent with the Comprehensive Plan of the City of Deltona, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

City of Deltona, Florida
 Ordinance No. 15-2013
 Page 2 of 3

SECTION 1. The Deltona Landings BPUD located in the City of Deltona, Florida, is hereby amended to incorporate “Attended Donation Center” along with related conditions as a permitted principal use for the following property:

Parcel# 9106-09-00-0020, Lot 2, Deltona Landings, Map Book 46, pages 167-168, per Ordinance Book 6647, page 0646, per Ordinance Book 6668, Pages 2642-2644.

SECTION 2. This Ordinance is adopted in conformity with and pursuant to the Comprehensive Plan of the City of Deltona, the local government Planning and Land Development Act, Sections 163.161 et. Seq., Florida Statutes, and the Municipal Home Rule Powers Act, Sections 166.011 et. seq., Florida Statutes.

SECTION 3. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA,
 FLORIDA THIS _____ DAY OF _____ 2013.**

City of Deltona, Florida
Ordinance No. 15-2013
Page 3 of 3

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

BY: _____
JOHN C. MASIARCZYK, MAYOR

ATTEST:

JOYCE RAFTERY, CMC, CITY CLERK

Approved as to form and legality
for use and reliance by the
City of Deltona, Florida

GRETCHEN R. H. VOSE, CITY ATTORNEY

DRAFTED BY AND MAIL TO:

AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT

THIS AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT (this "Amendment") is made as of the ____ day of _____, 2013 by and between CITY OF DELTONA, FLORIDA ("City") and HESPOURI INVESTMENTS LLC, a Florida limited liability company ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of real property commonly known as 901 Doyle Road, Deltona, Florida, legally described as:

Lot 2, Deltona Landings, according to the plat thereof as recorded in Map Book 46, Pages 167 and 168, Public Records of Volusia County, Florida

("Property");

WHEREAS, The Property is subject to that certain City of Deltona Amended P.U.D. Developer's Agreement dated July 29, 1998, recorded August 28, 1998 at Book 4341, Page 2828, Volusia County Records (the "Agreement");

WHEREAS, Owner wishes to utilize the Property as an attended donation center; and

WHEREAS, pursuant to Resolution dated September ___, 2013, City has expressly approved such intended use.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Agreement is hereby amended as follows:

1. Permitted Uses. The line item defining the permitted use of "Retail sales and services" set forth in Section 16 of the Agreement is hereby amended as follows. New text is underlined; all other text remains unchanged from the Agreement.

Retail sales and services, excluding sales or rentals of automobiles, motorcycles, trucks, motor homes or travel trailers, automobile driving schools, boat or mobile home sales and services. "Retail sales and services" shall include, without limitation, an attended donation center.

2. Continuing Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Owner have caused this Amendment to be executed by a person duly empowered to bind them to perform their respective obligations hereunder the day and year first above written.

*OWNER SIGNATURE TO
AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT*

Witnesses:

Print Name: _____

Print Name: _____

OWNER:

HESPOURI INVESTMENTS, LLC, a
Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to, affirmed, and subscribed before me this ___ day of _____, 2013, by _____, the _____ of Hespouri Investments, LLC, a Florida limited liability company, who is ___ personally known to me or ___ who has produced _____ as identification.

[PLACE NOTARIAL SEAL]

Signature: _____

Print Name: _____

My Commission Expires: _____

CITY SIGNATURES APPEAR ON FOLLOWING PAGE

*CITY SIGNATURE TO
AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT*

Witnesses:

CITY:

City of Deltona Florida

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

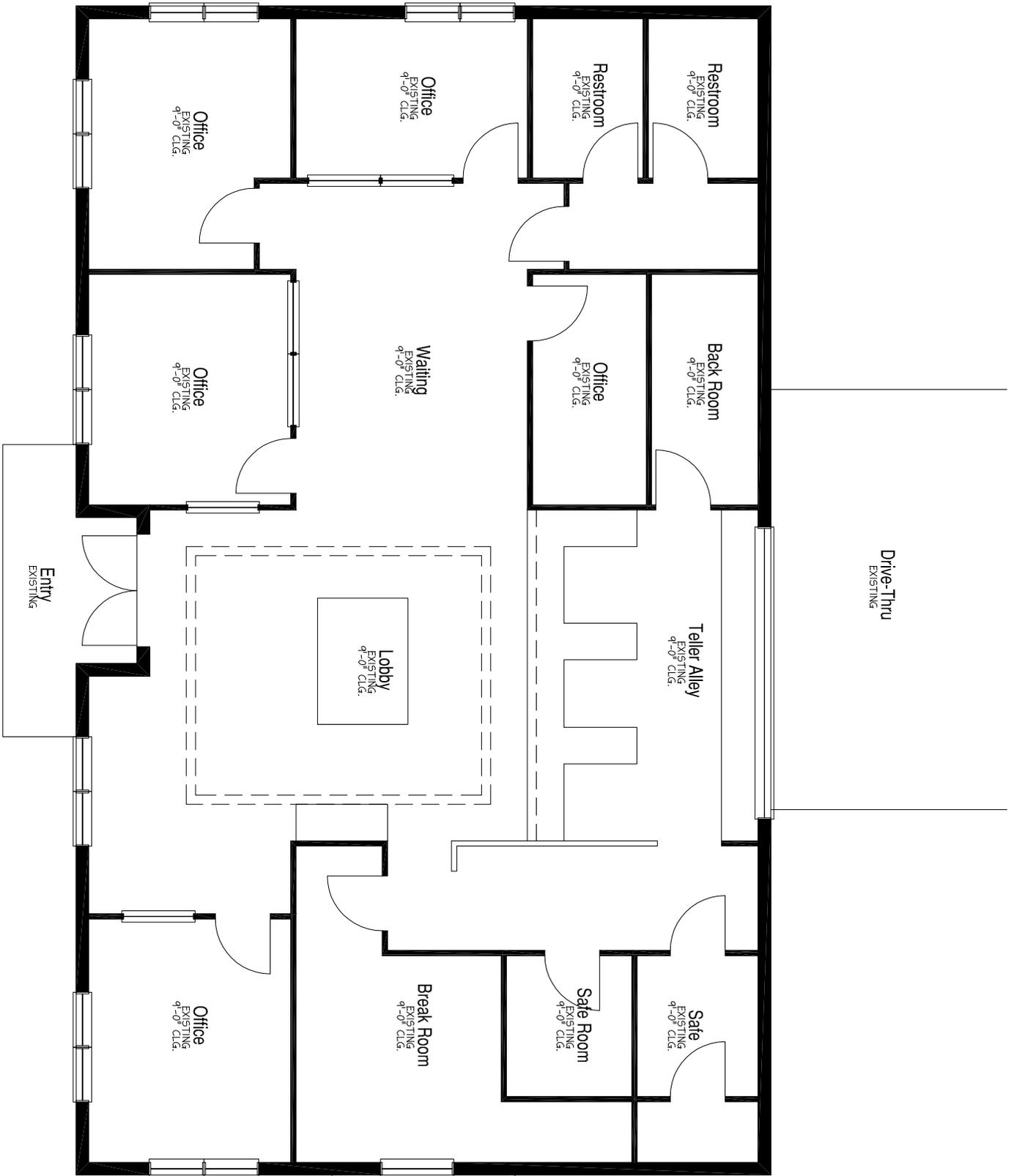
Sworn to, affirmed, and subscribed before me this ___ day of _____, 2013, by _____, the _____ of City of Deltona, who is ___ personally known to me or ___ who has produced _____ as identification.

[PLACE NOTARIAL SEAL]

Signature: _____

Print Name: _____

My Commission Expires: _____



existing plan
scale: NTS

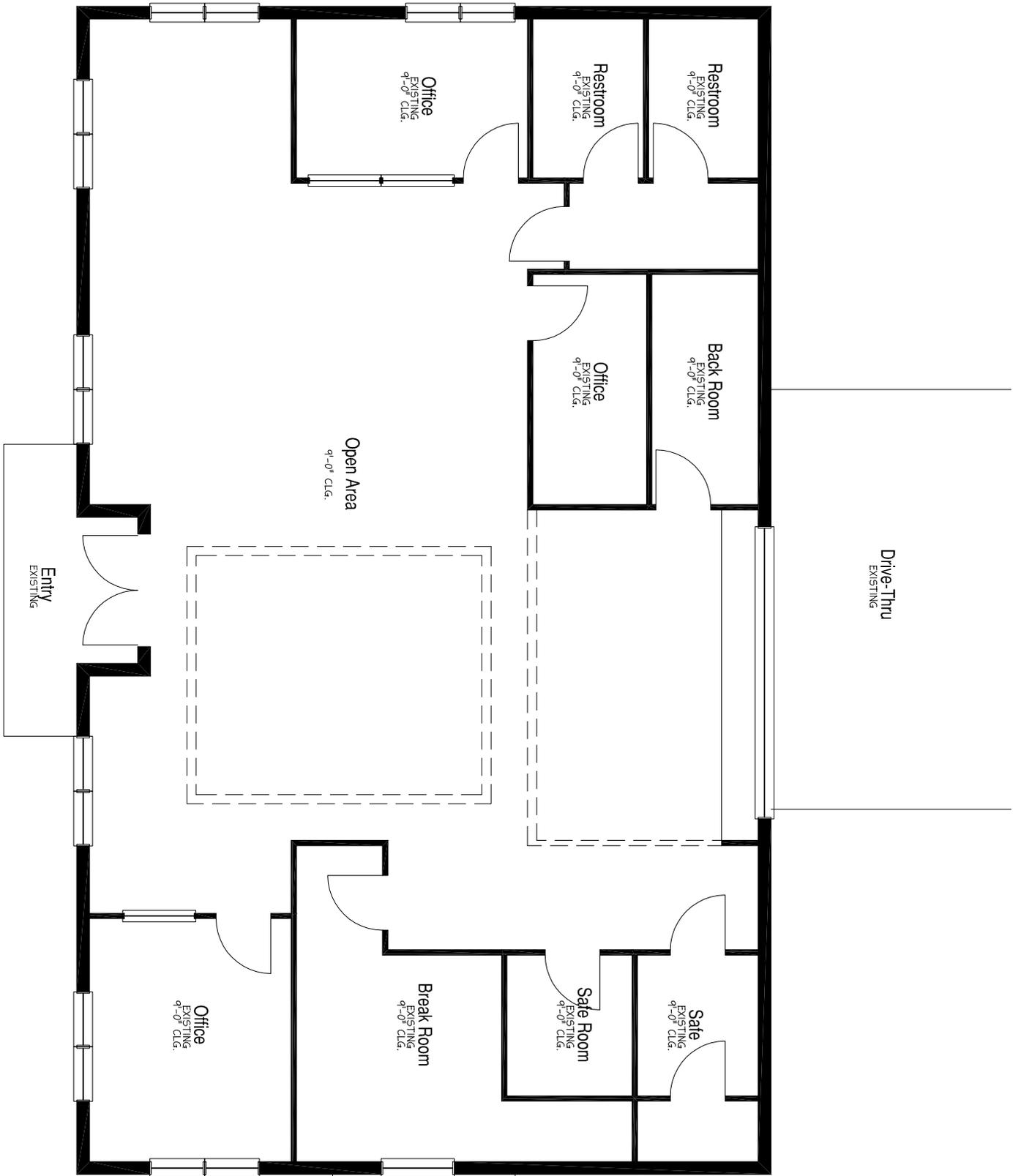
Goodwill Donation Express
 901 Doyle Rd. Deltona, FL 32725

miller constuction services FL reg. CBC1251569
 8241 Via Bonita St. Sanford, FL (P)407-222-0692 246



SHEET

Plan
 Item 8A



proposed plan

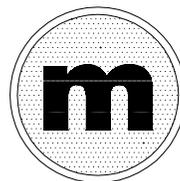
scale: NTS

Goodwill Donation Express

901 Doyle Rd. Deltona, FL 32725

miller constuction services FL reg. CBC1251569

8241 Via Bonita St. Sanford, FL (P)407-222-0692 247



SHEET

Plan

Item 8A



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 8 - B

SUBJECT: Public Hearing - Ordinance No. 16-2013, Amending Section 46-26, Definitions; Amending Section 46-27, Participation – Conditions of Eligibility; Amending Section 46-29, Finances and Fund Management; Amending Section 46-34, Preretirement Death; and Amending Section 46-43, Maximum Pension.

LOCATION:

N/A

BACKGROUND:

This is a revised proposed ordinance amending the City of Deltona Firefighters' Pension Plan, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 46-26, Definitions to amend the definition of Credited Service, Section 46-29, Finances and Fund Management, and Section 46-43, Maximum Pension, to comply with recent changes to the Internal Revenue Code (IRC) relating to tax qualified pension plans such as the plan. These amendments clarify language required by the IRC and are mandatory amendments.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Acting City Manager, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

William D. Denny, Acting City Manager - That the Commission adopt Ordinance No. 16-2013 second and final reading.

POTENTIAL MOTION:

"I move to adopt Ordinance No. 16-2013 at second and final reading."

AGENDA ITEM

APPROVED BY:

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Ordinance No. 16-2013
- Letter from Christiansen & Dehner
- Letter from Foster & Foster

ORDINANCE NO. 16-2013

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 46, ARTICLE II, FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA BY AMENDING SECTION 46-26, DEFINITIONS; AMENDING SECTION 46-27, PARTICIPATION - CONDITIONS OF ELIGIBILITY; AMENDING SECTION 46-29, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 46-34, PRE-RETIREMENT DEATH; AMENDING SECTION 46-43, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;

SECTION 1: That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-26, Definitions, to amend the definition of *Creditable (or credited) years of service*, to read as follows:

* * * * *

Creditable (or credited) years of service means the total number of years, and fractional parts of years, of service of any participant completed after October 1, 1997 omitting intervening years and fractional parts of years, when such participant may not be employed by the city. However, a participant may receive creditable years of service for service completed prior to October 1, 1997 under the plan under section 46-32, subject to the requirements and limitations contained therein. Service completed prior to October 1, 1997 that is credited pursuant to section 46-32 is sometimes referred to as "years of past service credit". However, no participant will receive credit for years or fractional parts of years of service for which he or she has withdrawn his or her accumulated contributions to the fund for those years or fractional parts of years of service, unless the participant repays into the fund the accumulated contributions he or she has withdrawn, with interest, as determined by the board, within 90 days after reemployment. Further, a participant may voluntarily leave his or her accumulated contributions in the fund for a period of five years after leaving the employ of the fire department, pending the possibility of being rehired by the same department, without losing credit for the time he or she was a participant. If he or she is not reemployed as a firefighter, with the same department within five years, his or her accumulated contributions shall be returned to him or her only upon his or her written request. If a participant who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a participant who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the participant and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board.

The years or fractional parts of a year that a participant performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a firefighter with the city to perform training or service, shall be added to his or her years of credited service for all purposes, including vesting, provided that:

- (1) The participant is entitled to reemployment under the provisions USERRA.
- (2) The participant returns to his or her employment as a firefighter within one year from the earlier of the date of his or her military discharge or his or her release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a participant dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the participant had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

* * * * *

SECTION 2: That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-27, Participation - Conditions of Eligibility, to read as follows:

Sec. 46-27. Participation--Conditions of eligibility.

All full-time firefighters shall, as a condition of employment, become participants in this plan as of the later of the October 1, 1997 or his or her date of employment (or reemployment, if applicable) with the city. However, the fire chief shall have the option to participate in the plan or to participate in the City of Deltona General Employees' Pension Plan.

* * * * *

SECTION 3: That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-29, Finances and Fund Management, subsection (g)(2)j, to read as follows:

* * * * *

- j. The board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.

SECTION 4: That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-34, Pre-Retirement Death, subsection (b)(3), to read as follows:

* * * * *

- (3) A spouse beneficiary may not elect an optional form of benefit pursuant to section 46-37. However, the board may elect to make a lump sum payment pursuant to subsection ~~(f)~~ (h) of section 46-37.

* * * * *

SECTION 5: That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-43, Maximum Pension, to read as follows:

Sec. 46-43. *Maximum pension.*

(a) *Basic limitation.* Notwithstanding any other provisions of this system to the contrary, the participant mandatory contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan participant may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan participant may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000),

subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) *Adjustments to Basic Limitation for Form of Benefit.* If the form of benefit without regard to any benefit increase feature is not a straight life annuity, then the Code Section 415(b) limit applicable at the annuity starting date is reduced to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit. If the benefit under the plan is other than the annual benefit described in subsection (a), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

- (1) For a benefit paid in a form to which section 417(e)(3) of the code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:
 - a. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or
 - b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

- (2) For a benefit paid in a form to which section 417(e)(3) of the code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:
- a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;
 - b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or
 - c. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code), divided by 1.05.
- (3) The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (1) and (2) above.
- (c) *Benefits Not Taken into Account.* For purposes of this Section, the following benefits shall not be taken into account in applying these limits:
- (1) Any ancillary benefit which is not directly related to retirement income benefits;

(2) Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

(3) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(d) *COLA Effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

(1) A participant's applicable limit will be applied to the participant's annual benefit in the participant's first calendar limitation year of benefit payments without regard to any automatic cost of living adjustments;

(2) thereafter, in any subsequent calendar limitation year, a participant's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(3) in no event shall a participant's benefit payable under the system in any calendar limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a participant's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

(e) *Other Adjustments in Limitations.*

(1) In the event the participant's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).

(2) In the event the participant's benefit is based on at least fifteen (15) years of credited service as a full-time employee of the fire or police department of the City, the adjustments provided for in (e)(1) above shall not apply.

(3) The reductions provided for in (e)(1) above shall not be applicable to disability benefits pursuant to Sec.46-35, or pre-retirement death benefits paid pursuant to Sec. 46-34.

- (4) In the event the participant's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection (a) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(f) *Less than Ten (10) Years of Participation or Service.* The maximum retirement benefits payable under this section to any participant who has completed less than ten (10) years of credited service with the City shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the participant's years of credited service and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 46-35 or pre-retirement death benefits paid pursuant to Sec. 46-34.

(g) *Participation in Other Defined Benefit Plans.* The limit of this section with respect to any participant who at any time has been a participant in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the participant has been a participant were payable from one plan.

(h) *Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.* Notwithstanding ~~the foregoing anything in this section 46-43~~, the retirement benefit payable with respect to a participant shall be deemed not to exceed the limit set forth in this subsection (h) of section 46-43 if the benefits payable, with respect to such participant under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable plan limitation year and for any prior plan limitation year and the City has not any time maintained a qualified defined contribution plan in which the participant participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of section 46-43 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

(i) *Reduction of Benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the participant's benefit under any defined benefit plans in which participant participated, such reduction to be made first with respect to the plan in which participant most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the participant participated, such reduction to be made first with respect to the plan in which participant most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such participant.

(j) *Service Credit Purchase Limits.*

- (1) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a participant makes one or more contributions to purchase permissive service credit under the system, then the requirements of this section will be treated as met only if:
- a. the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
 - b. the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).
- c. For purposes of applying subparagraph (j)(1)a., the System will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this subparagraph c., and for purposes of applying subparagraph (j)(1)b. the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph c.
- (2) For purposes of this subsection the term "permissive service credit" means service credit—
- a. recognized by the system for purposes of calculating a participant's benefit under the plan,
 - b. which such participant has not received under the plan, and
 - c. which such participant may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause (j)(2)b., may include service credited in order to provide an increased benefit for service credit which a participant is receiving under the system.

(k) *Contribution Limits.*

- (3) For purposes of applying the Code Section 415(c) limits in this subsection (j) which are incorporated by reference and for purposes of this subsection (k), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a calendar limitation year, except as noted

below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

- a. However, for calendar limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For calendar limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).
 - b. For limitation years beginning on and after January 1, 2007, compensation for the calendar limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the calendar limitation year that includes the date of the employee's severance from employment if:
 1. the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
 2. the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
 - c. Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.
- (4) 2) Notwithstanding any other provision of law to the contrary, the board may modify a request by a participant to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

- a. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
- b. If payment pursuant to subparagraph ~~(j)(4)a~~: (k)(2)a, will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the participant's contribution to an amount within the limits of that section or refuse the participant's contribution.

(3) If the annual additions for any member for a limitation year exceed the limitation under section 415(c) of the code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

(4) For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (k) shall not exceed the annual limit under section 401(a)(17) of the code.

~~(k)~~ (l) Additional Limitation on Pension Benefits. Notwithstanding anything herein to the contrary:

- (1) The normal retirement benefit or pension payable to a retiree who becomes a participant of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
- (2) No participant of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the participant is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

SECTION 6: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Deltona.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 9: That this Ordinance shall become effective upon its adoption.

PASSED ON FIRST READING, this _____ day of _____, 2013.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

May 28, 2013

Mr. Dave Denny, Acting City Manager
City of Deltona
2345 Providence Blvd.
Deltona, FL 32725

Re: City of Deltona Firefighters' Pension Plan

Dear Mr. Denny:

As you know, I represent the Board of Trustees of the City of Deltona Firefighters' Pension Plan. Enclosed please find a **revised** proposed ordinance amending the City of Deltona Firefighters' Pension Plan, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 46-26, Definitions to amend the definition of Credited Service, Section 46-29, Finances and Fund Management, and Section 46-43, Maximum Pension, to comply with recent changes to the Internal Revenue Code (IRC) relating to tax qualified pension plans such as this plan. These amendments clarify language required by the IRC and are mandatory amendments that must be made by September 30, 2013 to ensure the continuation of the plan's tax qualified status.

In this revised ordinance, further technical compliance amendments were made to Section 46-43, Maximum Pension. With these additional changes, the pension plan will comply with all required applicable IRC changes and updates.

In addition to the above mandatory changes, we have amended Section 46-27, Participation - Conditions of Eligibility, and Section 46-34, Pre-retirement Death, to remove an unnecessary word and to correct a section reference number.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a **revised updated** letter indicating that there continues to be no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Patrick Donlan, with enclosure
Lisa Spriggs, with enclosure

June 13, 2013

Board of Trustees
City of Deltona
Firefighters' Pension Board
2345 Providence Boulevard
Deltona, FL 32725

Re: City of Deltona Firefighters' Pension Plan

Dear Board:

In response to the letter from Scott Christiansen dated May 28, 2013, we have reviewed the proposed Ordinance (identified on page 11 as dm/del/fire/05-28-13.ord) amending the Plan to comply with recent changes to the Internal Revenue Code. We have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

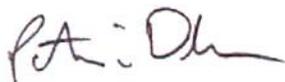
Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

Cc: H. Lee Dehner, Plan Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013

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 Reclaimed Water Pumping and Storage Expansion project.

LOCATION:

44 acre RIB site (601 Mobley Drive)

BACKGROUND:

To promote conservation, development and proper utilization of surface and ground water, the St. Johns 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. Johns River Water Management District for an amount not to exceed 40% of the total construction costs of projects that fall within these parameters. The Reclaimed Pumping and Storage Expansion project has been identified as a project that meets these guidelines.

This project will provide a new reclaimed water pumping station and a 1.0 million gallon (MG) ground storage tank for the City's reclaimed water system. The new pump station and ground storage tank will provide reclaimed water to the golf course with the remaining reclaimed water distributed to subdivisions that are equipped with reclaimed lines. The additional reclaimed water storage will allow the City to expand its' customer base and further reduce augmentation with its groundwater wells for irrigation purposes. These new facilities will be located on City property, which is located north of Doyle Road and west of Providence Boulevard in Deltona. The southernmost 44 acres of the 122-acre RIB site will be utilized for reclaimed water facilities, including those described for this project.

A Cost Share Agreement with SJRWMD would cover 40% of the costs to construct the reclaimed water pumping station and the 1.0 million gallon (MG) ground storage tank. The District's committed amount for this project would be 40%

of the total cost of the Project, but shall not exceed \$720,000. Construction for this project would be completed in FY 2014-2015.

Funds have been transferred from another project to cover the costs of this project in order to take advantage of this cost share agreement. No additional budget dollars are needed in FY 2013/2014 to cover the cost of this project.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Water / Sewer Utility Fund

COST:

\$1,800,000.00 (estimated)

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. Johns River Water Management District for the Reclaimed Pumping and Storage Expansion project.

POTENTIAL MOTION:

"I move to approve and execute the Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Pumping and Storage Expansion project."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- Cost Share Agreement

Contract #27662

**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”):

Reclaimed Pumping and Storage Expansion 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, 2014 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within 90 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

Contract #27662

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; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties..
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 \$720,000. 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 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 (10) 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) 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)

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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, 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 10 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. **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]

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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: _____
APPROVED BY THE OFFICE OF GENERAL
COUNSEL

Typed Name and Title
Date: _____

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
CITY OF DELTONA RECLAIMED PUMPING AND STORAGE EXPANSION**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Cooperative Cost Share Initiative Program in 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 Minimum Flows and Levels (MFLs) Prevention and Recovery Strategy Initiative develops and implements prevention and recovery strategies for water bodies within the District where MFLs are currently not being met or are projected not to be met within 20 years. 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 City of Deltona Golf Course Reclaimed Water Expansion Project for \$720,000, towards the estimated construction cost of \$1,800,000. It was subsequently determined that these improvements could not be located at the golf course. The City is proposing to proceed with the project on City property.

II. OBJECTIVES

This project will provide a new reclaimed water pumping station and a 1.0 million gallon (MG) ground storage tank for the City's reclaimed water system. The new pump station and ground storage tank will provide approximately 300,000 gallons per day of reclaimed water to the golf course with the remaining reclaimed water distributed to subdivisions that are equipped with dry lines and who currently do not have reclaimed water. The additional reclaimed water capacities will allow the City to expand its' customer base and further reduce augmentation with its groundwater wells for irrigation purposes. These new facilities will be located on City property, which is located north of Doyle Road and west of Providence Boulevard in Deltona. The southernmost 44 acres of the 122-acre site will be utilized for reclaimed water facilities, including those described for this project. The property address is 601 Mobley Drive, Deltona, Florida.

III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that expands the availability of reclaimed water for irrigation use. This project will provide a new reclaimed water pumping station and a 1.0 MG ground storage tank for the Deltona reclaimed water system.

The Recipient shall ensure the tasks in the Task Identification section of the Statement of Work are completed.

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 contract to District's project manager;

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- 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;
- Submit timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation) to enable proper review by the District's project manager prior to payment authorization;
- Provide 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 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 described above. The Recipient shall submit quarterly status 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: November 2013 – January 2014
Construction: February 2014 – September 2014

VI. PROJECT BUDGET

For satisfactory completion of the Project, the District shall pay Recipient 40% of the total cost of the Project (estimated \$1,800,000), but in no event shall the District's cost-share exceed \$720,000. Recipient shall invoice the District quarterly including a progress report covering the time-period of the invoice. The 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 actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly.

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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



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/18/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - B
SUBJECT: Selection of Vice Mayor.

LOCATION:	N/A
BACKGROUND:	Section 5, Item (5), <i>The Vice Mayor: Election and Duties</i> , of the City Charter provides that: "There shall be a Vice Mayor elected annually by the Commission from among the Commissioners. Such election shall take place at the first meeting after the general election."
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Raftery - To discuss and consider selection of a Vice Mayor for the upcoming year.
POTENTIAL MOTION:	"I move to select _____ as Vice Mayor for the next year."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager