



# City of Deltona

**REGULAR CITY COMMISSION MEETING**  
**MONDAY, JULY 1, 2013**  
**6:30 P.M.**

*Mayor*  
John Masiarczyk

*Vice Mayor*  
Zenaida 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 Vice Mayor Denizac - Pastor Miriam Rodriguez, Centro de la Familia Cristiana Church in Deltona.**
- 4. APPROVAL OF MINUTES & AGENDA:**
  - A. Approval of Minutes - Regular City Commission Meeting of June 17, 2013.**
  - B. Additions or Deletions to Agenda.**
- 5. PRESENTATIONS/AWARDS/REPORT:**
  - A. Proclamation - Parks and Recreation Month - July, 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 revisions to Commission Policy No. CC99-003, *Elected Official Travel and Expenses.***
- \*B. Request for approval to award Bid # PW 13-11, Mapleshade Street Stormwater Improvements.**
- \*C. Request to certify engineering firms as qualified to perform Civil Engineering Services as needed under continuing contract.**
- \*D. Request to certify engineering firms as qualified to perform Geotechnical Engineering Services as needed under continuing contract.**
- \*E. Request for approval to purchase a family of Human Patient Simulators (HPS).**
- \*F. Request for approval to purchase 60 KW Generator from RingPower for Station 64.**

**8. ORDINANCES AND PUBLIC HEARINGS:**

**9. OLD BUSINESS:**

**10. NEW BUSINESS:**

- A. Request for approval for waiver of all fees - SE 13-008-Latin Festival 2013.**
- B. Resolution No. 2013-24, City of Deltona Local Housing Assistance Plan (LHAP) for 2013-2016.**
- C. Request for approval for a Fence Variance Application for 1686 Hanover Avenue.**

**11. CITY COMMISSION COMMENTS:**

**12. CITY ATTORNEY COMMENTS:**

**13. CITY MANAGER COMMENTS:**

**14. ADJOURNMENT:**

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

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



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A

**SUBJECT:** Invocation Presented by Vice Mayor Denizac - Pastor Miriam Rodriguez, Centro de la Familia Cristiana Church in Deltona.

**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:**

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William D. Denny, Acting City Manager



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A  
**SUBJECT:** Approval of Minutes - Regular City Commission Meeting of June 17, 2013.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	N/A
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of June 17, 2013.
<b>POTENTIAL MOTION:</b>	"I move to approve the minutes of the Regular City Commission Meeting of June 17, 2013."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Minutes of June 17, 2013</li></ul>

**CITY OF DELTONA, FLORIDA  
REGULAR CITY COMMISSION MEETING  
MONDAY, JUNE 17, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, June 17, 2013 at the City  
2 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: Planning and Development Services Director Chris Bowley; Building and  
22 Enforcement Services Director/Acting Deputy City Manager Dale Baker; and Fire Chief Robert  
23 Staples.

24  
25 **3. INVOCATION AND PLEDGE TO THE FLAG:**

26  
27 Invocation Presented by Mayor Masiarczyk.

28  
29 The National Anthem was sung by the singing group Harmony from Deltona, Florida.

30  
31 **4. APPROVAL OF MINUTES & AGENDA:**

32  
33 **A. Minutes:**

34  
35 **1. Approval of Minutes - Regular City Commission Meeting of June 3, 2013.**

36  
37 **Motion by Commissioner Herzberg seconded by Commissioner Schleicher to approve the**  
38 **minutes of the Regular City Commission Meeting of June 3, 2013.**

39  
40 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
41 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
42 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

43  
44 **B. Additions or Deletions to Agenda:**

45  
46 **5. PRESENTATIONS/AWARDS/REPORTS:**

47  
48 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

1  
 2 a) Mr. Tony Cimino, 392 Coventry Estates Boulevard, President of the Coventry Estates Home  
 3 Owners Association, stated that there is a street safety issue on the portion of DeBary Road that goes  
 4 through the Coventry Estates development. The residents feel that the speed limit of 45 mph is too fast  
 5 for the area and should be changed to 25 mph, especially considering the number of children in the area,  
 6 and to install "Children Playing in Area" signs, or to install a street light. Mayor Masiarczyk replied  
 7 that a member of the Volusia County Sheriff's Office (VCSO) is present and noting his complaint, that  
 8 VCSO deputies do patrol that area, and he stated that he would mention the issue this Friday during the  
 9 VCSO ride-along event. The Commission and staff also informed Mr. Cimino that the section of road  
 10 in question is a County road, that he should contact District 5 representative Pat Northey, and that he  
 11 should consider addressing the Volusia County Council at their next Council meeting.

12  
 13 b) Mr. Roy Walters, 480 Warrior Terrace, stated that he was here to praise Parks and Recreation  
 14 Director Steve Moore and his staff for the wonderful job done establishing a trail at Thornby Park, the  
 15 area is now opened up for future history and biology lessons, that the area is a biologist dream, that  
 16 there are five (5) separate eco-systems in the area, that the area is a living classroom, that there are  
 17 several historic sites dating back to the early Seminole Indian era, and that there would be signage  
 18 installed in the area soon.

19  
 20 **7. CONSENT AGENDA:**

21  
 22 **8. ORDINANCES AND PUBLIC HEARINGS:**

23  
 24 **A. Public Hearing - Ordinance No. 06-2013, Phase II-A Amendments to the Land**  
 25 **Development Code, at second and final reading.**

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

28  
 29 **Motion by Commissioner Nabicht, seconded by Commissioner Herzberg to adopt Ordinance No.**  
 30 **06-2013, that amends the Code of Ordinances Subpart B, Land Development Code, by adding,**  
 31 **revising, and deleting certain provisions of Chapter 70 Section 30, "Definitions"; Chapter 74,**  
 32 **"Administration"; Chapter 96, "Improvements"; and Chapter 110, "Zoning", at second and**  
 33 **final reading.**

34  
 35 Mrs. Vose read the title of Ordinance No. 06-2013.

36  
 37 **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA,**  
 38 **FLORIDA, AMENDING CODE OF ORDINANCES SUBPART B, LAND DEVELOPMENT**  
 39 **CODE, BY ADDING, REVISING, AND DELETING CERTAIN PROVISIONS OF**  
 40 **CHAPTER 70, SECTION 30 "DEFINITIONS"; CHAPTER 74, "ADMINISTRATION";**  
 41 **CHAPTER 96, "IMPROVEMENTS"; AND CHAPTER 110, "ZONING"; PROVIDING FOR**  
 42 **CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

47  
 48 Ordinance No. 06-2013 was adopted at second and final reading at 6:46 p.m.

1  
2 **B. Resolution No. 2013-15, Appointments to the City of Deltona's Affordable Housing**  
3 **Advisory Committee.**

4  
5 Vice Mayor Denizac pointed out that one (1) of the applicants for the Affordable Housing Advisory  
6 Committee (AHAC) had also applied to be considered for appointment to another Committee  
7 coming up for consideration towards the end of the agenda. Commissioner Schleicher replied that  
8 she had talked to the applicant and that he was withdrawing his application for consideration of  
9 appointment to the other Committee because he would like to be on AHAC.

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

12  
13 **Motion by Commissioner Vice Mayor Denizac, seconded by Commissioner Herzberg to adopt**  
14 **Resolution No. 2013-15 for the appointment of the seven (7) listed members to form the**  
15 **Affordable Housing Advisory Committee, based on the applications and qualifications**  
16 **received for the committee.**

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

21  
22 **C. Resolution No. 2013-17, Establishing Preliminary Annual Assessment Rate -**  
23 **Stormwater Utility Services for FY 13/14.**

24  
25 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

26  
27 **Motion by Commissioner Herzberg, seconded by Commissioner Barnaby to adopt Resolution**  
28 **No. 2013-17, Establishing Preliminary Assessment Rate Resolution – Stormwater Utility**  
29 **Assessments for FY 13/14 at the rate of \$76.11 per Equivalent Residential Unit (ERU).**

30  
31 Mayor Masiarczyk read the title of Resolution No. 2013-17.

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

36  
37 **D. Resolution No. 2013-18, Establishing the Preliminary Annual Rate Resolution - Solid**  
38 **Waste Services for FY 13/14.**

39  
40 Commissioner Nabicht stated that at a previous Workshop the Commission had previously discussed  
41 looking into commercial recycling and he asked if adopting a commercial recycling program in  
42 Deltona would affect the residential solid waste service rates. Mr. Denny stated that if the City  
43 adopted a commercial recycling program that he did not think it would change the residential rates  
44 and that this time next year staff could, through the normal budget process, determine if there would  
45 be a rate change.

46  
47 Commissioner Herzberg stated that establishing commercial recycling and a commercial franchise  
48 fee would be good future workshop topics.

1  
2 **Motion by Commissioner Vice Mayor Denizac, seconded by Commissioner Schleicher to adopt**  
3 **Resolution No. 2013-18, Establishing Preliminary Assessment Rate Resolution – Solid Waste**  
4 **Assessment for FY 13/14 to provide for an annual rate of \$173.96 for solid waste collection**  
5 **services.**

6  
7 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

8  
9 Mayor Masiarczyk read the title of Resolution No. 2013-18.

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

14  
15 **E. Resolution No. 2013-19, Establishing Preliminary Annual Assessment Rate -**  
16 **Streetlighting Services for FY 13/14.**

17  
18 Commissioner Barnaby stated that many residents voiced their concerns to him about not having  
19 enough streetlighting on secondary streets and he asked if he was correct in informing residents that  
20 they had to have a petition signed by the majority of the neighborhood residents and that there would  
21 be a streetlighting cost charged to each resident's monthly utility bill and Mayor Masiarczyk replied  
22 "yes". The Commission and staff discussed the procedures a neighborhood would have to take to  
23 acquire streetlighting in their area, putting the streetlight request procedure in the City's quarterly  
24 resident newsletter, variances in cost because of the number of residence in neighborhoods and the  
25 type of streetlights they want installed.

26  
27 The Commission also discussed streetlights being out in Deltona neighborhoods, staff possibly  
28 riding around and noting what lights are out, and streetlights being out on Normandy Boulevard just  
29 past Trumbull Street. Mr. Denny replied that staff periodically goes out to look at Deltona  
30 streetlights and staff has to provide the power company with the pole number for each streetlight that  
31 is out, not the location.

32  
33 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

34  
35 **Motion by Commissioner Schleicher, seconded by Commissioner Herzberg to adopt**  
36 **Resolution No. 2013-19, adopting the current rate for Streetlighting Assessments for FY 13/14.**

37  
38 Mayor Masiarczyk read the title of Resolution No. 2013-19.

39  
40 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
41 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
42 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

43  
44 **9. OLD BUSINESS:**

45  
46 **A. Request for approval to use the Florida Sheriffs' Association Contract to purchase Pierce**  
47 **Level I Custom Pumper.**

1 Commissioner Nabicht asked Mr. Denny if he had identified the funding source for the \$34, 355 dollars  
2 that was above the budgeted amount. Mr. Denny replied “yes” that the funds would come from the  
3 Capital Equipment Replacement Fund.  
4

5 **Motion by Commissioner Nabicht, seconded by Commissioner Herzberg to approve the purchase**  
6 **of a Pierce Manufacturing, Inc. Level I Custom Pumper through Ten-8, their authorized dealer,**  
7 **piggybacking the Florida Sheriff’s Association Contract #11-10-1202 at a total cost of \$434,355**  
8 **and to pay for the additional cost by a budget amendment to appropriate \$40,000 of fund balance**  
9 **of the Capital Replacement Equipment Fund.**  
10

11 Mayor Masiarczyk thanked Chief Staples for saving the City money as compared to the original bid.  
12 The Commissioner and staff discussed eliminating a few cosmetic features that did not affect the  
13 vehicle functionality, TAK-4 suspension cost savings on future repairs and tire replacement, providing  
14 more crew compartment area, the increased safety features for firefighters because the Impel chassis  
15 could be fitted with the TAK-4 suspension, and the vehicles improved turning radius.  
16

17 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.  
18

19 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
20 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
21 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**  
22

23 **10. NEW BUSINESS:**  
24

25 **A. Consideration of appointment of one (1) member to the City's Planning and Zoning**  
26 **Advisory Board.**  
27

28 **Motion by Commissioner Nabicht, seconded by Vice Mayor Denizac to confirm the following**  
29 **Commission member's appointment of the citizen member Tom Burbank to the Planning and**  
30 **Zoning Advisory Board for the remainder of a term to expire on March 15, 2014.**  
31

32 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.  
33

34 **Motion carried with members voting as follows:**  
35

36	<b>Commissioner Barnaby</b>	<b>Against</b>
37	<b>Commissioner Herzberg</b>	<b>For</b>
38	<b>Commissioner Lowry</b>	<b>For</b>
39	<b>Commissioner Nabicht</b>	<b>For</b>
40	<b>Commissioner Schleicher</b>	<b>For</b>
41	<b>Vice Mayor Denizac</b>	<b>For</b>
42	<b>Mayor Masiarczyk</b>	<b>For</b>
43		

44 **B. Consideration of appointment of City representative to the Volusia Growth**  
45 **Management Commission (VGMC).**  
46

47 Mayor Masiarczyk stated that Sandy Lou Gallagher had submitted a letter to be re-appointed to the  
48 Volusia Growth Management Commission (VGMC), and that Ms. Debra Soto had requested to be

1 considered for appointment.

2  
3 **Motion by Commissioner Nabicht, seconded by Commissioner Herzberg to confirm the**  
4 **following Commission member's appointment of citizen member sandy Lou Gallagher as the**  
5 **City's representative to the Volusia Growth Management Commission (VGMC) for a two (2)**  
6 **year term to expire on June 30, 2015.**

7  
8 The Commission, staff, and Ms. Gallagher discussed the VGMC's role of protecting Deltona's  
9 interest, mitigating conflicts, growth management disputes and resolution between jurisdictions,  
10 signs in Thornby Park, past conflict resolutions that the VGMC was successful in mitigating and  
11 how it affected Deltona, providing the Commission's current guidance in growth management to  
12 Deltona's VGMC member, and Ms. Gallagher providing occurrence oriented and semi-annual  
13 updates to the Commission.

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

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

20  
21 **C. Consideration of appointment of five (5) members and two (2) alternates to the City's**  
22 **Charter Review Committee.**

23  
24 The Commission and staff discussed Mr. Michael Williams requesting to be removed from  
25 consideration, ranking the ten (10) applications that were left for consideration, the application  
26 ranking procedures, correcting one (1) of the listed names on the ranking sheet, and the City  
27 Manager, City Attorney and the City Clerk all tabulating and verifying the ranking score entries and  
28 tabulation together.

29  
30 Mayor Masiarczyk called for a recess at 7:25 p.m. and reconvened at 7:35 p.m.

31  
32 The Commission discussed turning in any recommended sections of the Charter that needed  
33 attention, staff sending out congratulatory letters, setting up the first Charter Review Committee  
34 (CRC) meeting, and the CRC being independent of the Commission.

35  
36 The City Clerk read the following names of the selected CRC members: Michael Kiepert, Jean  
37 Armstrong, Lonnie Groot, Michael Kerns and Beverly Spitz, with the two (2) alternates as Dave  
38 Dapore and Paula Rossiter.

39  
40 The Commission discussed the alternates role as attending the meetings, not taking an active part in  
41 the discussions unless one (1) of the five (5) appointed members resigns from the CRC, and the  
42 Commission appointing one (1) of the two (2) alternates to the CRC in the event one (1) of the CRC  
43 members resigns,

44  
45 The Commission discussed the CRC choosing their own Chairman, the Charter Review timeline,  
46 staff staying in touch with the Supervisor of Elections to stay abreast of any election changes, and  
47 protecting the CRC process.

48

1 **Motion by Commissioner Barnaby, seconded by Commissioner Herzberg for Mr. Michael**  
 2 **Kiepert, Ms. Jean Armstrong, Mr. Lonnie N. Groot, Mr. Michael Kerns, and Mrs. Beverly**  
 3 **Spitz be accepted as the five (5) committee members to serve on the Charter Review**  
 4 **Committee, and that the alternates be Mr. David Dapore and Ms. Paula Rossiter.**

5  
 6 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 7 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
 8 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

9  
 10 Vice Mayor Denizac stated that one of the selected CRC members is already a member of a City  
 11 board and Mayor Masiarczyk replied that the individual had already indicated that if selected for the  
 12 CRC he would resign from the other board.

13  
 14 **11. CITY COMMISSION COMMENTS:**  
 15

16 a) Commissioner Lowry stated there is a VCSO ride along on Friday night. Mayor Masiarczyk  
 17 added that the ride-along starts at 10:00 a.m. with an orientation. Commissioner Lowry stated that he  
 18 just attended an emergency management training course conducted by the Federal Emergency  
 19 Management Agency (FEMA) and that the course was amazing. He stated that he learned a great deal,  
 20 built relationships with Volusia County and the City that will benefit the City during actual  
 21 emergencies, the numbers of things are impacted during an emergency, and the scenarios were very  
 22 exciting and interesting. He stated that the Faith Rally is being held on June 30, 2013 at Dewey O.  
 23 Boster Park with music beginning at 6:00 p.m. and the official ceremony is at 6:30 p.m.

24  
 25 b) Commissioner Schleicher thanked Parks and Recreation for the wonderful job they do with the  
 26 concerts at the Amphitheatre, that Larry DeMatteo sent several emails about being very pleased with  
 27 putting in the trail at Thornby Park and that he had a new appreciation for what goes on at Thornby  
 28 Park. She also mentioned the senior breakfast on June 22, 2013 at the Community Center, the  
 29 Community Health Expo at 10:00 a.m. on June 22, 2013 in the Commission Chambers. Mayor  
 30 Masiarczyk stated that a gentleman approached him at the Amphitheatre and he stated that since  
 31 Commissioner Carmolingo has been ill that there has not been a single Commissioner attend the senior  
 32 dances held on Friday nights at the Community Center, he encouraged any Commissioner that has a  
 33 chance to attend, and he requested someone from staff send out information about the senior dances to  
 34 the Commission.

35  
 36 c) Commissioner Nabicht stated that when members of the Commission write correspondence to  
 37 other elected officials and former elected officials to please show them the respect that they have  
 38 earned, that what a Commissioner sends in an email is public record reflecting not only on the  
 39 individual writing the letter, but also on the entire Commission and he asked Commission members to  
 40 proofread their emails and documentation before sending them.

41  
 42 d) Commissioner Herzberg thanked Florida Hospital for last Tuesday's Talk with the Docs meeting  
 43 held in the Commission Chambers and she stated that the event was very good and that the whole  
 44 format was very interesting. She stated that this upcoming Thursday is the Budget Town Hall meeting  
 45 in the Commission Chambers at 6:30 p.m. where residents can come and address their budget concerns.  
 46 She also discussed comments made during the last Team Volusia meeting about Team Volusia  
 47 announcing they have four (4) new private investors, and that Mr. John Wannamaker stated there were  
 48 several very promising projects going on in Deltona.

1 e) Commissioner Barnaby stated that he hoped every father in Deltona had a great Father's Day,  
 2 that Deltona is a wonderful family oriented City, that Deltona communities are strong because of the  
 3 strong father figures in the homes in Deltona, and thanked fathers for being there for the children of  
 4 Deltona.

5  
 6 f) Vice Mayor Denizac stated that she concurred with Commissioner Herzberg's comments on the  
 7 Talk with the Docs meeting hosted by Florida Hospital and that it was nice to have doctors present to  
 8 answer questions. She reminded everyone about the budget workshop on Thursday evening at 6:30  
 9 p.m. stating that it was important for residents to come out and express their concerns and to provide  
 10 their input. Vice Mayor Denizac also stated that she was very encouraged by a graduation that she  
 11 recently spoke at for TechBridge in DeLand, where about 150 graduates with their high school  
 12 diplomas who will be entering the work force or the military, that she was excited to see the July 4<sup>th</sup>  
 13 banners going up which she felt gave some added energy to the July 4<sup>th</sup> Extravaganza, and she thanked  
 14 staff for all they do for the Commission.

15  
 16 g) Mayor Masiarczyk publicly thanked both Senator Hood and Senator Simmons for providing  
 17 responses to the Commission's letter to the Senate pertaining to casting votes for another in the Florida  
 18 legislature. He stated that Senator Simmons explained the procedures, safe guards for one (1)  
 19 representative voting for another in their absence, and punishment for voting for someone without their  
 20 permission. Mayor Masiarczyk stated that the Commission's letter stressed that even though it is legal  
 21 that the process does not look good. He also mentioned a new Florida State Statute for a Senior  
 22 Exemption available for low income senior residents who have lived in their home for over 25 years  
 23 and he asked the City Attorney to put together an Ordinance supporting the new State Statute. He also  
 24 discussed the Flow-Mobile license and identification van that sets up in the City Hall parking lot,  
 25 encouraged everyone to make use of it, and he asked staff to send the Commission information on the  
 26 Flow-Mobile. He also mentioned the Votran meeting next Monday at 6:30 p.m. in the Volusia Room at  
 27 the Daytona Beach Airport and encouraged all Commission members to attend. He stated that Florida  
 28 Hospital's Talk with the Docs was a great success, and that the budget meeting was for the Commission  
 29 and staff to obtain direction from residents on what they want to see in the budget.

30  
 31 **12. CITY ATTORNEY COMMENTS:**

32  
 33 City Attorney Becky Vose stated that the State Statute pertaining to the exemption for seniors requires a  
 34 City to have a Resolution in place before December 1, 2013, that the exemption is for the next tax year,  
 35 and that she was working on the resolution.

36  
 37 **13. ACTING CITY MANAGER COMMENTS:**

38  
 39 Acting City Manager Dave Denny stated that a few weeks ago he had briefed the Commission about a  
 40 possible notice the City might have to send out to some Deltona residents concerning the PtHM  
 41 trimethylene levels in the water, that the City would be mailing out a notice to about 6,000 residents,  
 42 and that once the notice is approved by the Health Department that he would provide a copy to the  
 43 Commission.

44  
 45 **14. ADJOURNMENT:**

46  
 47 There being no further business, the meeting adjourned at 8:05 p.m.

1  
2  
3  
4  
5  
6  
7  
8  
9

**ATTEST:**

---

**John Masiarczyk Sr., Mayor**

---

**Mitch Honaker, Deputy City Clerk**



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - A  
**SUBJECT:** Proclamation - Parks and Recreation Month - July, 2013.

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<b>LOCATION:</b>	City - Wide
<b>BACKGROUND:</b>	A Proclamation for Parks and Recreation Month, July 2013.
<b>ORIGINATING DEPARTMENT:</b>	Deputy City Manager
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	N/A - Proclamation only.
<b>POTENTIAL MOTION:</b>	N/A - Proclamation only.
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Parks and Recreation Month 2013</li></ul>



*WHEREAS, the public parks and recreation systems are dedicated to enhancing the quality of life for millions of residents in communities around the world through recreation programming, leisure activities and conservation efforts; and,*

*WHEREAS, parks, recreation activities and leisure experiences provide opportunities for young people to live, grow and develop into contributing members of society; and,*

*WHEREAS, through these activities and leisure experiences lifelines are created, as well as continuous life experiences for older members of the community and opportunities are generated for people to come together and experience a sense of community; and,*

*WHEREAS, dividends are paid to communities by attracting business and jobs and increasing housing values; and*

*WHEREAS, as we observe National Parks and Recreation Month, we recognize the vital contributions of employees and volunteers in parks and recreation facilities who are dedicated supporters, keeping public parks clean and safe for visitors, organizing youth activities, providing educational programming on health and cultural diversity, advocating for more open space and better trails, and fundraising for local improvements. They ensure that parks and recreation facilities are safe and accessible places for all citizens to enjoy.*

*NOW THEREFORE, we, the Mayor and City Commissioners of Deltona, Florida, do hereby proclaim the month of July 2013 as*

### ***“PARKS AND RECREATION MONTH”***

*And call upon the residents of Deltona and the parks and recreation community to join us in recognizing the importance of our nation’s parks and recreation facilities, learning more about how to support the places that bring our communities a higher quality of life, safe places to play, healthier alternatives through recreation programming for everyone, enjoyment of what your community has to offer by taking part in your favorite sport, and the value of spending time with family and friends in a clean, safe, and fun recreational environment.*

***EXECUTED*** this 1<sup>st</sup> day of July, 2013.

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*John Masiarczyk, Mayor*



## AGENDA MEMO

**TO:** Mayor & City Commission

**AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager

**AGENDA ITEM:** 7 - A

**SUBJECT:** Request for approval of revisions to Commission Policy No. CC99-003, *Elected Official Travel and Expenses*.

**LOCATION:**

N/A

**BACKGROUND:**

At the May 28, 2013 Commission workshop meeting, the Commission discussed the issue of reimbursing Commissioners for travel and expenses and the type of electronic devices issued by the City's IT Department. City Commission Policy No. CC99-003, *Elected Official Travel and Expenses*, as approved by the City Commission, has been revised based on the Commission's direction at the May 28th workshop.

Attached for the Commission's review and consideration is a proposed, revised Commission Policy No. CC99-003 which outlines the Commission's direction with regard to the policy.

**ORIGINATING DEPARTMENT:**

City Clerk's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Clerk, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

William D. Denny, Acting City Manager - that the Commission adopt the revised Commission Policy No. CC99-003 as presented or with revisions as necessary.

**POTENTIAL MOTION:**

"I move to adopt the revised Commission Policy No. CC99-

**AGENDA ITEM  
APPROVED BY:**

003 as presented or with the following revisions:  
\_\_\_\_\_."

\_\_\_\_\_  
William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Policy CC#99-003 Elected Official Travel and Expenses

**CITY OF DELTONA  
COMMISSION POLICY AND PROCEDURE**

<b>EFFECTIVE DATE</b> 07-01-13	<b>POLICY NUMBER</b> CC99-003	<b>PAGE NUMBER</b> 1 of 3	<b>SUPERSEDES POLICY</b> Date: 07-02-07
<b>Subject: Elected Official Travel and Expenses</b>		Adopted by the Deltona City Commission at the Regular City Commission meeting held on August 2, 1999; revised by Commission action on February 17, 2003; revised by Commission action on February 7, 2005; revised by Commission action on July 2, 2007; revised by Commission action on July 1, 2013.	

**ELECTED OFFICIAL TRAVEL AND EXPENSES POLICY**

The City will reimburse reasonable and necessary travel expenses and certain work related costs that occur while on official City business and shall be consistent within the limitations prescribed herein.

The purpose of this policy is to establish criterion and procedures for travel, meal and other appropriate expenses, applicable to all elected officials of the City of Deltona performing authorized travel or conducting official City business.

The provisions contained herein shall supersede and replace all prior policies and procedures regarding this subject.

**A. TRAVEL RELATED EXPENSES:**

**1. GENERAL**

Elected Officials are to comply with the City of Deltona Travel Regulations approved by the City Commission as revised and effective December 13, 2006 and as may be amended in the future. Appropriate or covered travel expenses include but are not limited to transportation, lodging and meals. A copy of the Travel Regulations is attached and incorporated herein. There shall be one exception to the Meals Allowance Rates listed in the City's Travel Regulations, the meals allowance rate for elected officials is \$40.00 per day prorated as follows:

- (1) Breakfast    \$ ~~56~~.00
- (2) Lunch        \$ ~~1011~~.00
- (3) Dinner       \$ ~~2519~~.00

**2. CONFERENCES**

Elected Officials will be limited to three in-state conferences or seminars that have a benefit to the Commission and the community per fiscal year. Elected Officials will seek approval for attendance at out of state conferences or seminars by majority vote of the City Commission. Staff will notify the members of the City Commission in writing of any and all such travel by individual members of the Commission. Attendance at any additional in state conferences or seminars must be approved by action of the City Commission.

Item 7A

# CITY OF DELTONA

## COMMISSION POLICY AND PROCEDURE

POLICY NUMBER: CW99-003

SUBJECT: Elected Official Travel and Expenses

Page: 2 of 3

At a subsequent Regular Commission meeting following the completion of travel by a member of the City Commission to an in state or out of state conference or seminar, said Commission member will present an informal report to the City Commission during Commission comments regarding the benefits of said conference/seminar.

### 3. LOCAL/REGIONAL/STATE PUBLIC MEETINGS

Local/Regional/State Public Meetings are defined as advertised public meetings that require the attendance of the elected official, and are directly related to the position of an elected official.

### B. MISCELLANEOUS EXPENSES:

1. The City shall reimburse elected officials for the cost of City related expenses directly related to their position, including mileage for use of personal vehicles, long distance phone calls, etc. All expenses submitted for reimbursement will be copied for information for the Commission.
2. To maintain communications with elected officials, the City shall issue City IT equipment that fits their requirements, and that the replacement and return of issued equipment is the responsibility of each Commissioner. ~~reimburse the cost of a basic phone line to their home for the City owned fax machine or the cost of a basic cell phone package.~~
3. The City shall pay directly for the membership costs of elected officials for government affiliate groups such as the Florida League of Cities, etc.
4. From time to time, while representing the City it is necessary and proper for elected officials to entertain other officials and individuals. Any entertaining, including meal cost, must have a public purpose. A narrative explaining the public purpose and direct benefit to the City listing all individuals present must be provided. All reasonable entertainment costs will be reimbursed provided the entertainment was of a nature, which will, or potentially will benefit the City.
5. The City shall reimburse elected officials for meal costs up to the actual cost of the meal or \$2519.00 whichever is greater for functions or meetings where the elected official is required and/or expected to attend to present the City. The function or meeting must have a direct relationship to the role of an elected official.
6. For monthly, Volusia County League of Cities dinner meetings deemed to be in the performance of the duties of City Commissioners, reimbursement for that specific meeting may be made up to the amount of the meal for the commissioner and spouse or guest. This is the only case where expenses for family members will be permitted.

### C. ITEMS NOT ELIGIBLE FOR REIMBURSEMENT:

1. Contributions made by elected officials to local fundraising efforts.
2. Costs of memberships to local service groups, organizations etc.

**CITY OF DELTONA  
COMMISSION POLICY AND PROCEDURE**

**POLICY NUMBER: CC99-003**

**SUBJECT: Elected Official Travel and Expenses**

**Page: 3 of 3**

3. When traveling with a spouse or a guest, the City will not reimburse the elected official for travel costs for the spouse or guest.
4. Tickets to events when the elected official is NOT attending or representing the City in an official capacity.
5. Parking and moving vehicles citations are the responsibility of the traveler.
6. In no case will the City pay for alcoholic beverages.

**D. ITEMS PROVIDED BY THE CITY:**

1. The City shall provide a fax machine for each elected official. The fax machine will remain the property of the City. The City shall cover all costs associated with the maintenance and operation of the fax machine. The fax machine may only be used for City business.
2. The City shall provide postage for all official correspondence. The postage meter at City Hall should be used whenever possible.
3. Any other requests for general office supplies including paper for the fax machine shall be made through the City Manager's staff.

**E. SUBMISSION OF FORMS FOR REIMBURSEMENT:**

All requests for reimbursement shall be turned into the Office of the City Manager no later than the 10<sup>th</sup> day of each month for the previous month. All such requests will be reviewed by the Finance Department. Submissions beyond this date will not be reimbursed.

In cases when an elected official uses their privately owned vehicle, for both in and out-of County travel, a Local Mileage Reimbursement form is to be submitted. When expenses in addition to mileage are incurred, the elected official should submit the Travel Expense form.

All claims must comply with Florida Statutes, Section 112.061.

Item 7A

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## AGENDA MEMO

**TO:** Mayor & City Commission

**AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager

**AGENDA ITEM:** 7 - B

**SUBJECT:** Request for approval to award Bid # PW 13-11, Mapleshade Street Stormwater Improvements.

**LOCATION:**

Mapleshade Street and Tillery Drive

**BACKGROUND:**

Public Works solicited bids for the Mapleshade Street Stormwater Improvements Project. Heavy rains in the past have caused this pond to overflow and flooding over the road occurs making it impassable for pedestrian and vehicular traffic. Improvements are needed to alleviate localized flooding, minimize the interruption of traffic flow and maximize the impact of public safety. The project will provide for the construction of a permanent storm conveyance system from the drainage retention area along Mapleshade Street to the Lake Lucerne Canal System allong Tillery Drive. The project is in the 2012/2013 CIP budget and is being funded with Community Development Block Grant (CDBG) funds. The project will be completed in the FY2013/2014 budget year.

The bid was solicited on Demandstar and was sent to 810 contractors. There were 49 planholders for this bid with the following 3 responsive bids being received:

1. Hazen Construction, LLC.: \$144,144.00
2. Tomoka Construction Services, Inc.: \$177,375.00
3. McMahan Construction, Inc.: \$241,700.00

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

**ORIGINATING DEPARTMENT:**

Public Works/Deltona Water

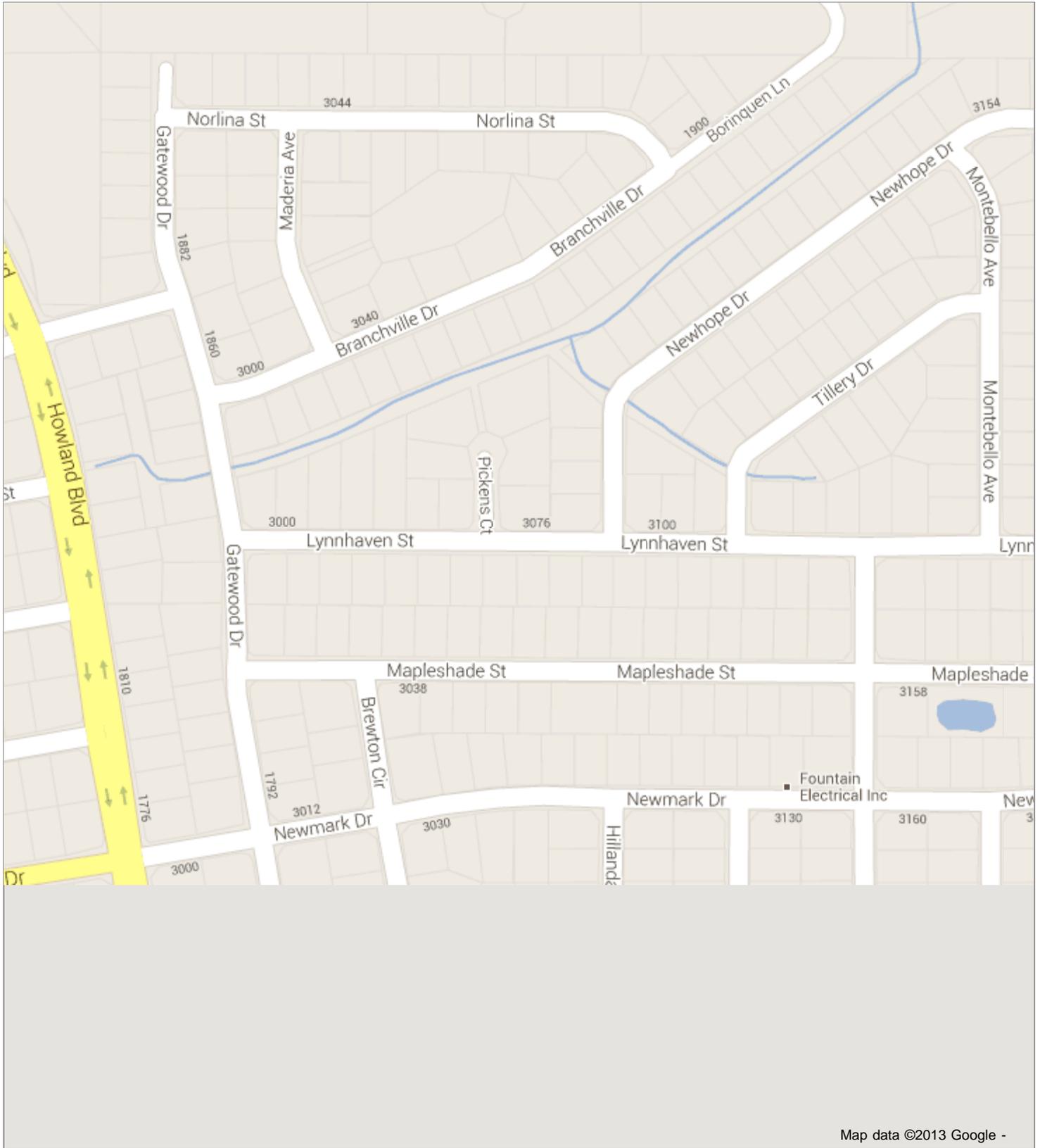
**SOURCE OF FUNDS:**

CDBG funded

<b>COST:</b>	\$144,144.00
<b>REVIEWED BY:</b>	Public Works Director, City Engineer
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	Glenn Whitcomb, Utilities/Public Works Director - Recommendation is being made to approve award of Bid #PW-13-11 for the Mapleshade Street Stormwater Improvements Project to Hazen Construction, LLC.
<b>POTENTIAL MOTION:</b>	"I move to award Bid #PW-13-11 for the Mapleshade Street Stormwater Improvements Project to Hazen Construction, LLC at a total cost of \$144,144.00."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Aerial Map of location</li> <li>• Bid Tabulation</li> <li>• Overview of Findings</li> <li>• Draft Agreement pre-approved by City Attorney</li> <li>• Hazen Construction Bid Submittal</li> </ul>



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



Map data ©2013 Google -

**BID TABULATION**  
**BID # PW 13-11**  
**MAPLESHADE STREET STORMWATER IMPROVEMENTS**

ITEM	DESCRIPTION	HAZEN CONSTRUCTION	MCPMAHAN CONSTRUCTION	TOMOKA CONSTRUCTION
<b>General Administrative</b>				
1	Mobilization/Demobilization	\$ 7,500.00	\$ 5,000.00	\$ 2,728.00
2	General Requirements, Bonds, Permits, Etc.	\$ 3,500.00	\$ 15,000.00	\$ 3,550.00
3	Indemnification	\$ 500.00	\$ 500.00	\$ 500.00
4	Testing Allowance (Roadway and Pipe Compaction	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Stormwater Sitework</b>				
5	Layout and As-Built Survey	\$ 3,000.00	\$ 5,000.00	\$ 5,750.00
6	Temporary Erosion Protection, Turbidity Barriers and Tree Protection	\$ 1,499.00	\$ 10,000.00	\$ 3,600.00
7	Maintenance of Traffic	\$ 3,000.00	\$ 15,000.00	\$ 3,800.00
8	Clearing and Grubbing	\$ 2,000.00	\$ 5,000.00	\$ 3,440.00
9	Site Grading	\$ 4,000.00	\$ 5,000.00	\$ 10,990.00
10	Remove and Dispose Existing Drainage Inlets	\$ 1,000.00	\$ 7,000.00	\$ 1,242.00
11	Remove and Dispose Existing Mitered End Sections	\$ 300.00	\$ 2,500.00	\$ 250.00
12	Remove and Replace Concrete Driveway	\$ 4,500.00	\$ 6,000.00	\$ 9,843.00
13	Remove and Replace Asphalt Pavement	\$ 16,625.00	\$ 19,000.00	\$ 15,200.00
14	Furnish and Install 34" x 53" Elliptical RCP	\$ 7,500.00	\$ 19,500.00	\$ 8,280.00
15	Furnish and Install 24" Reinforced Concrete Pipe	\$ 11,180.00	\$ 23,400.00	\$ 13,260.00
16	Furnish and Install 24" HDPE, Double Wall, Smooth Interior	\$ 26,640.00	\$ 32,400.00	\$ 22,320.00
17	Furnish and Install 15" Corrugated Metal Pipe (CMP)	\$ 1,000.00	\$ 500.00	\$ 800.00
18	Type "C" Inlet	\$ 6,400.00	\$ 9,000.00	\$ 6,296.00
19	Type "E" Inlet	\$ 6,800.00	\$ 10,000.00	\$ 8,524.00
20	Type "H" Inlet	\$ 8,200.00	\$ 11,000.00	\$ 11,232.00
21	Type "P" Manhole	\$ 9,000.00	\$ 12,000.00	\$ 18,660.00
22	Furnish and Install 53" ERCP Mitered End Sections	\$ 4,000.00	\$ 4,000.00	\$ 4,480.00
23	Furnish and Install 15" Mitered End Sections	\$ 1,600.00	\$ 1,500.00	\$ 850.00
24	Furnish and Install Rip Rap (with D-2 Geotextile)	\$ 1,200.00	\$ 900.00	\$ 1,680.00
25	Furnish and Install Fiberglass Deflector Wall	\$ 11,700.00	\$ 21,000.00	\$ 18,600.00
<b>TOTAL BASE BID</b>		<b>\$ 144,144.00</b>	<b>\$ 241,700.00</b>	<b>\$ 177,375.00</b>

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

**\*\* BID TABULATION REFLECTS LINE ITEM EXTENDED PRICING**

**Procurement Overview of Solicitation and Findings**  
**And Recommendation of Award**

ITB # PW 13-11  
Mapleshade Street Stormwater Improvements

Solicited: May 9, 2013  
Pre-Bid meetings held: May 21, 2013  
Addendums issued: 2 total  
Bid due date: June 18, 2013

A bid solicitation was completed for the Mapleshade Street Stormwater Improvements. It was solicited on the website [www.demandstar.com](http://www.demandstar.com).

Number of vendors and suppliers the solicitation was sent to: 810 Vendors  
Number of planholders that downloaded the solicitation: 49 Vendors  
Number of Contractors that submitted bids: 3 Contractors

The following Contractors submitted bid responses at the following prices:

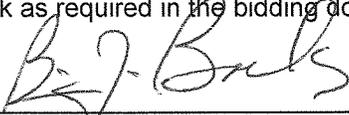
Vendor	Total Base Bid
• Hazen Construction, LLC	\$ 144,144.00
• McMahan Construction, Inc.	\$ 241,700.00
• Tomoka Construction Services, Inc.	\$ 177,375.00

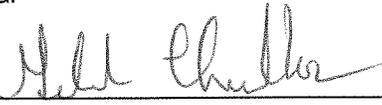
After review of the bids submitted, it was noted that Hazen Construction, LLC was the lowest responsive bidder at \$144,144.00. Their submittal had all the appropriate documentation as required within the bid documents and are considered responsive and responsible.

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

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

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

  
\_\_\_\_\_  
Purchasing Approval

  
\_\_\_\_\_  
Department Approval

6-18-13  
Date

6/18/13  
Date

**AGREEMENT BETWEEN CITY OF DELTONA AND  
HAZEN CONSTRUCTION, LLC  
PER ITB NO. PW 13-11**

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

**WHEREAS**, the City desires to obtain services related to the Mapleshade Street Stormwater Improvements project per ITB No. PW 13-11. The work generally involves all work as described in the ITB documents, specifications, drawings and any addendum issued for this project.

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

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to the Mapleshade Street Stormwater Improvements project per ITB No. PW 13-11, attached hereto and incorporated herein by reference, and Contractor's Proposal dated June 18, 2013.

**2.2** The services, as described in ITB No. PW 13-11, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 150 days.

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

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

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

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

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

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

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

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

### **Article 3. Payment**

**3.1** The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed One hundred forty four thousand, one hundred forty four dollars and 00/100 (\$144,144.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

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

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

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

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

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

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

3.5.3. 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:

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.

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

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

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

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

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

(E) A payment and performance bond for 100% of the contract price will be required from the Contractor for this project.

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

**4.6** Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and

shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**4.7 Ownership of Deliverables.**

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

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

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

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

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

**4.11 Accuracy.** The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor

shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

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

**4.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

### **Article 5. General Conditions**

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

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

**5.3** Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

**5.4** In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service

covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

**5.5** It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

**5.6** No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

**5.7** The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

**5.8** The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

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

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

**5.13** During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 6. Severability and Notice**

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

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

<p>If to Contractor:            Chad Hazen            President            Hazen Construction, LLC            1599 Tionia Road            New Smyrna Beach, Florida 32168</p>	<p>If to City:            Gerald Chancellor            Acting Public Works Director            City of Deltona            2345 Providence Blvd.            Deltona, Florida 32725</p>
---	---

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

### **Article 7. Scope of Agreement**

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

**7.2** This Agreement consists of the following:

This Agreement  
 Notice of Award and Notice to Proceed  
 ITB Documents, to include Project Manual and Drawings  
 Addendum, if any  
 Contractor's Response to ITB

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

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(CORPORATE SEAL)

\_\_\_\_\_  
Date

ATTEST:

CITY OF DELTONA

\_\_\_\_\_  
JOYCE RAFTERY  
City Clerk

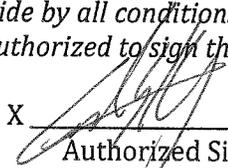
\_\_\_\_\_  
WILLIAM "DAVE" DENNY  
Acting City Manager

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
GRETCHEN R.H. VOSE  
City Attorney

**BIDDER'S CONTACT AND INFORMATION FORM  
(SECTION 00110)**

Bidder (Company) Name: Hazen Construction, LLC	F. E. I. N. or SS Number: 01-0569979
Mailing Address: 1599 Tionia Road	Street Address: 1599 Tionia Road
City, State, Zip: New Smyrna Beach, FL 32168	City, State, Zip: New Smyrna Beach, FL 32168
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation    Partnership    Proprietorship <input type="radio"/> Joint Venture	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i></p> <p align="center">X   Authorized Signature (Manual)</p>
Incorporated in the State of: FL      Year: 2001	
Telephone Number: (386) 322-8700	Title: President
Fax Number: (386) 756-0000	
Email contact info: chads hazen @ hazenconstruction.net	

SECTION 00300  
BID RESPONSE FORM

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

**City of Deltona**

**ITB #PW 13-11**

**MAPLESHADE STREET STORMWATER IMPROVEMENTS**

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

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

Bidder hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 120 consecutive calendar days and to fully complete the Project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay any liquidated damages, as specified in the Agreement, for each consecutive calendar day thereafter.

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

No. <u>1</u>	Dated: <u>6-5-13</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>6-12-13</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

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

Item No.	Description	Qty	Unit	Unit Price	Total Price
<b>General Administrative</b>					
1	Mobilization/Demobilization	1	LS	\$ 7,500.00	\$ 7,500.00
2	General Requirements, Bonds, Permits, etc.	1	LS	\$ 3,500.00	\$ 3,500.00
3	Indemnification	1	LS	\$ 500.00	\$ 500.00
4	Testing Allowance (Roadway and Pipe Compaction)	1	LS	\$1,500.00	\$1,500.00
<b>Stormwater Sitework</b>					
5	Layout and As-Built Survey	1	LS	\$ 3,000.00	\$ 3,000.00
6	Temporary Erosion Protection, Turbidity Barriers, and Tree Protection	1	LS	\$ 1,499.00	\$ 1,499.00
7	Maintenance of Traffic	1	LS	\$ 3,000.00	\$ 3,000.00
8	Clearing and Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
9	Site Grading	1	LS	\$ 4,000.00	\$ 4,000.00
10	Remove and Dispose Existing Drainage Inlets	2	EA	\$ 500.00	\$ 1,000.00
11	Remove and Dispose Existing Mitered End Sections	1	EA	\$ 300.00	\$ 300.00
12	Remove and Replace Concrete Driveway	150	SY	\$ 30.00	\$ 4,500.00
13	Remove and Replace Asphalt Pavement	475	SY	\$ 35.00	\$ 16,625.00
14	Furnish and Install 34" x 53" Elliptical RCP	60	LF	\$ 125.00	\$ 7,500.00
15	Furnish and Install 24" Reinforced Concrete Pipe	260	LF	\$ 43.00	\$ 11,180.00
16	Furnish and Install 24" HDPE, Double Wall, Smooth Interior	720	LF	\$ 37.00	\$ 26,640.00
17	Furnish and Install 15" Corrugated Metal Pipe (CMP)	20	LF	\$ 50.00	\$ 1,000.00
18	Type "C" Inlet	2	EA	\$ 3,200.00	\$ 6,400.00
19	Type "E" Inlet	2	EA	\$ 3,400.00	\$ 6,800.00
20	Type "H" Inlet	2	EA	\$ 4,100.00	\$ 8,200.00
21	Type "P" Manhole	3	EA	\$ 3,000.00	\$ 9,000.00
22	Furnish and Install 53" ERCP Mitered End Sections	1	EA	\$ 4,000.00	\$ 4,000.00
23	Furnish and Install 15" Mitered End Sections	2	EA	\$ 800.00	\$ 1,600.00
24	Furnish and Install Rip Rap (with D-2 Geotextile)	60	SY	\$ 20.00	\$ 1,200.00
25	Furnish and Install Fiberglass Deflector Wall	60	LF	\$ 195.00	\$ 11,700.00
<b>TOTAL BASE BID</b>				\$	144,144.00
<b>TOTAL BASE BID IN WORDS:</b>					
One hundred forty four thousand one hundred forty four DOLLARS AND 00/100 CENTS					

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

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

A bid security, attached in the sum of five (5) percent of the Total Bid Amount, is to become the property of the Owner in the event contract and bond are not executed within thirty (30) days of the Owner issuing a Notice of Award, as liquidated damages for the delay and additional expense to the Owner caused thereby.

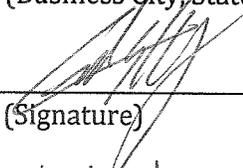
Respectfully submitted:

By: Hazen Construction, LLC  
(Business Name)

(SEAL - if bid is by corporation)

1599 Tionia Road  
(Business Address)

New Smyrna Beach, FL 32168  
(Business City, State, Zip Code)

  
(Signature)

Chad S Hazen  
(Printed Name)

President  
(Title)

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS  
(SECTION 300A)

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled. Listed manufacturers/suppliers identified as deductive alternates will be considered as a deductive alternate as presented in the Deductive Alternate Section of the Bid Form.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or an "or equal" is rejected, he must use the manufacturer/supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitution or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitution or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply, complete information on proposed substitution or "or equal" items prior to the Notice of Award.

Category I - SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS  
(SECTION 300A)

<u>Item No.</u>	<u>Equipment Item or Material</u>	<u>Specification Section No.</u>	<u>Manufacturer/Supplier</u>
1.	Pre-Cast Structure	03410	Hanson Pipe + Precast
2.	RCP	03612	County Materials
3.			
4.			
5.			
6.			
7.			

**SUBSTITUTION LIST OF MANUFACTURERS / SUPPLIERS**  
**(SECTION 00300B)**

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	<u>N/A</u>	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

**SUBSTITUTIONS AND "OR EQUAL"**

The above signed as Bidder agrees that substitutions or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 6.7, 6.7.1 and 6.7.2, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions.

QUESTIONNAIRE FORM  
(SECTION 00301)

DATE: 6-18-13

PROJECT IDENTIFICATION

**City of Deltona - Public Works Division**  
**MAPLESHADE STREET STORMWATER IMPROVEMENTS**

NAME OF BIDDER: Hazen Construction, LLC

BUSINESS ADDRESS: 1599 Tionia Road New Smyrna Beach, FL 32168

TELEPHONE NO: 386-322-8700

CONTRACTOR'S FLORIDA LICENSE NO: CGC 061991 and CUC 1223713

The signed bidder warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor? 12

2. Have you ever failed to complete work awarded to you? If so, where and why? No

3. Name three (3) municipalities or government entities for which you have performed similar projects as this one and to which you refer?  
City of Port Orange  
City of Deland  
City of Ormond Beach

4. Have you personally inspected the site of the proposed Work? Describe any anticipate problems with the site and your proposed solutions. Yes, N/A

5. Will you Subcontract any part of this Work? If so, describe which portion(s).  
Concrete  
Surveying

6. What equipment do you own that is available for the Work? (attach additional sheets if necessary)

Excavators, Loaders, dozer, rollers, skid-steer, mini-excavators, tamps, pumps and other misc. items needed

7. What equipment will you purchase for the Work?

NONE

8. What equipment will you rent for the Work?

NONE

9. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

SEE ATTACHED SHEET

10. State the true and exact, correct, and complete name under which you do business.

Bidder is: Hazen Construction, LLC

**Hazen Construction**  
**Balance Sheet**  
As of May 31, 2013

	<u>May 31, 2013</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Checking/Savings	661,612.90
Total Accounts Receivable	1,799,277.06
Total Other Current Assets	<u>465,500.00</u>
<b>Total Current Assets</b>	2,926,389.96
<b>Total Fixed Assets</b>	656,943.35
<b>Total Other Assets</b>	125,603.77
<b>TOTAL ASSETS</b>	<u><u>3,708,937.08</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Total Accounts Payable	825,151.82
Total Other Current Liabilities	<u>334,688.84</u>
<b>Total Current Liabilities</b>	1,159,840.66
<b>Total Long Term Liabilities</b>	<u>7,263.37</u>
<b>Total Liabilities</b>	1,167,104.03
<b>Total Equity</b>	2,541,833.05
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,708,937.08</u></u>

**SUB-CONTRACTORS AND AFFILIATES FORM  
(SECTION 00301A)**

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

1. Firm Name: Greco's Concrete  
 Trade: Concrete  
 Firm Owner: Tony Greco  
 Firm Address: PO Box 587 Pierson, FL 32180  
 Firm Phone Number: 386-749-2377
  
2. Firm Name: Oceanside Land Surveying  
 Trade: Surveying  
 Firm Owner: James Walker III  
 Firm Address: 2090 S. Nova Road #A-107 S. Daytona, FL 32119  
 Firm Phone Number: 386-763-4130
  
3. Firm Name: \_\_\_\_\_  
 Trade: \_\_\_\_\_  
 Firm Owner: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 Firm Phone Number: \_\_\_\_\_
  
4. Firm Name: \_\_\_\_\_  
 Trade: \_\_\_\_\_  
 Firm Owner: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 Firm Phone Number: \_\_\_\_\_
  
5. Firm Name: \_\_\_\_\_  
 Trade: \_\_\_\_\_  
 Firm Owner: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 Firm Phone Number: \_\_\_\_\_

**REFERENCES FORM  
(SECTION 00301B)**

The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered. References which are located in foreign countries are not acceptable.

1. Project Name: Covington + Slater Drainage  
 Project Value: 105,000  
 Project Description: New storm drain in existing residential area  
 Project Owner: City of Deltona  
 Owner contact information: Gerald Chancellor 386-878-8998  
 Project Location: Deltona, FL  
 Project Start and End Dates: 04/10 - 07/10
  
2. Project Name: Westside Water Main  
 Project Value: 260,000  
 Project Description: New water main in existing residential area  
 Project Owner: City of Deland  
 Owner contact information: Keith Rigor 386-626-7197  
 Project Location: Deland, FL  
 Project Start and End Dates: 11/09 - 03/10
  
3. Project Name: Ernest Drive + Sugar Forrest  
 Project Value: 325,000  
 Project Description: New water main in existing residential area  
 Project Owner: City of Port Orange  
 Owner contact information: Fred Griffith 386-506-5753  
 Project Location: Port Orange, FL  
 Project Start and End Dates: 07/09 - 02/10
  
4. Project Name: Misc Water Mains  
 Project Value: 430,000  
 Project Description: New water main in existing residential area  
 Project Owner: City of Deland  
 Owner contact information: Keith Rigor 386-626-7197  
 Project Location: Deland, FL  
 Project Start and End Dates: 04/09 - 11/09

**REFERENCES FORM  
(SECTION 00301B CONTINUED)**

5. Project Name: Business Park Drive  
 Project Value: 190,000  
 Project Description: New storm, sewer & water in existing industrial park  
 Project Owner: City of Ormond Beach  
 Owner contact information: Alex Blake 386-676-3306  
 Project Location: Ormond Beach, FL  
 Project Start and End Dates: 02/09 - 08/09
6. Project Name: Spring Hill  
 Project Value: 1,100,000  
 Project Description: New l.f.t Station, sewer & water in residential area  
 Project Owner: City of Deland  
 Owner contact information: Keith Rigor 386-626-7197  
 Project Location: Deland, FL  
 Project Start and End Dates: 10/08 - 11/09
7. Project Name: Gateway North  
 Project Value: 490,000  
 Project Description: New sewer, storm & water in commercial development  
 Project Owner: Consolidated Tomoka  
 Owner contact information: Steve Winchester 386-274-2202  
 Project Location: Daytona Beach, FL  
 Project Start and End Dates: 01/08 - 11/08
8. Project Name: Mason Commerce  
 Project Value: 260,000  
 Project Description: New sewer, storm & water in commercial development  
 Project Owner: Consolidated Tomoka  
 Owner contact information: Steve Winchester 386-274-2202  
 Project Location: Daytona Beach, FL  
 Project Start and End Dates: 02/08 - 09/08

**BID BOND FORM  
(SECTION 00410)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Hazen Construction, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid FIVE percent of amount bid for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 11th day of June, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **MAPLESHADE STREET STORMWATER IMPROVEMENTS**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2.2 All bids are rejected by Owner, or
  - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and Payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

- 7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
- 8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 9. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
- 10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

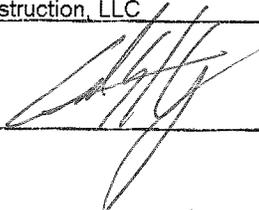
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

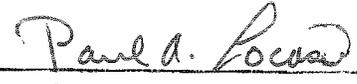
Surety (Print Full Name):

Hazen Construction, LLC

Western Surety Company (Seal)

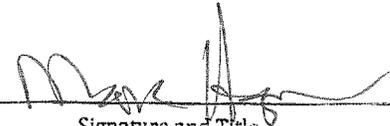
By:  (LS)

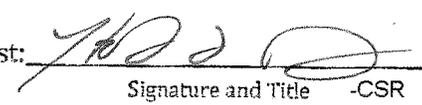
Surety's Name and Corporate Seal

By:   
Signature (attach power of attorney)

Title: Chad S Hazen, President

Title: Paul A. Locascio, Attorney-In-Fact & FL Resident Agent

Attest:   
Signature and Title  
Marc Hazen, Vice-President

Attest:   
Signature and Title -CSR

06/11/2013  
(DATE)

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Sheree W Lewis, Rebekah G Wolf, Individually**

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2012.



WESTERN SURETY COMPANY

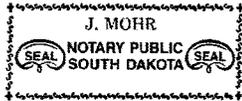
*Paul T. Bruffat*

Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of October, 2012, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of June, 2013



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law****ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

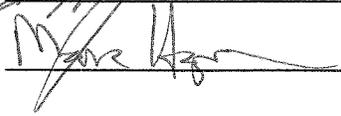
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CORPORATE RESOLUTION FORM  
(SECTION 00420)**

I, Marc Hazen, Secretary of Hazen Construction, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on June 17, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona for the construction of Mapleshade Street Stormwater Improvements - ITB #PW 13-11

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

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Chad S Hazen</u>	<u>President / Treas</u>	
<u>Marc Hazen</u>	<u>Vice-President / Sec.</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 18 day of June, 2013

**HOLD HARMLESS AND INDEMNITY AGREEMENT  
(SECTION 00430)**

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

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

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

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

  
\_\_\_\_\_  
CONTRACTOR Chad S. Hazen  
President

6-18-13  
DATE

**DRUG-FREE WORKPLACE FORM  
(SECTION 00440)**

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

Hazen Construction, LLC does:  
(Name of Business)

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

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

X

  
Bidder's Signature

Chad S Hazen, President 6-18-13  
Date

**PROPOSER'S CERTIFICATION FORM  
(SECTION 00460)**

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

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

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

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

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

Name of Business

By:

Signature

Chad S Hazen, President

Name & Title, Typed or Printed

1599 Tionia Road

Mailing Address

New Smyrna Beach, FL 32168

City, State, Zip Code

(386) 322-8700

Telephone Number

Sworn to and subscribed before me

This 18 day of

June, 2013

Marnie Hazen

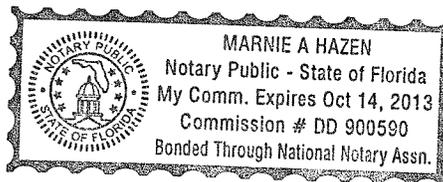
Signature of Notary

Notary Public, State of Florida

Personally known

-OR-

Produced Identification \_\_\_\_\_



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES  
(SECTION 00470)**

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

This sworn statement is submitted to the City of Deltona by Chad S Hazen, President  
(Individual's name and title)

For Hazen Construction, LLC  
(Name of entity submitting sworn statement)

Whose business address is 1599 Tionia Road  
New Smyrna Beach, FL 32168

And (if applicable) its Federal Employer Identification Number (FEIN) is 01-0569979  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
11. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
12. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:  
  
A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
13. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.
14. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

(SECTION 00470 Continued)

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

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

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

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

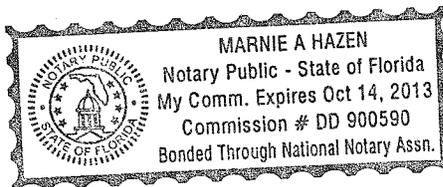
[Signature]  
SIGNATURE  
Chad S Hazen, President 6-18-13  
DATE

State of Florida  
County of Volusia

Personally appeared before me, the undersigned authority, Chad S Hazen (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 18 day of June, 2013.

[Signature]  
NOTARY PUBLIC

My commission expires:



NON COLLUSION AFFIDAVIT FORM  
(SECTION 00480)

STATE OF FLORIDA

COUNTY OF VOLUSIA

Chad S Hazen, being first duly sworn deposes and says that:

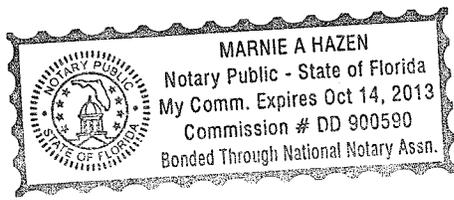
- i. He/She is the President of Hazen Construction, LLC the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive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

By [Signature]  
Chad S Hazen, President

Sworn and subscribed to before me this 18 day of June, 2013, in the State of Florida  
County of Volusia.

[Signature] Notary Public

My Commission expires:





**ADDENDUM # 1  
CITY OF DELTONA  
BID # PW 13-11  
June 5, 2013**

**MAPLESHADE ST STORMWATER IMPROVEMENTS**

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This addendum is to announce the extension of the bid due date of this solicitation.

**The bid due date has been changed. The bid due date is now Tuesday, June 18, 2013 at 2:00 p.m. This is to allow for an additional addendum to be posted. It is anticipated that addendum # 2 will be posted within the coming week.**

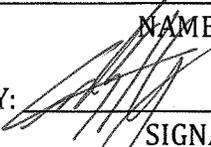
**All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the solicitation or award process. Any such contact shall be cause for rejection of your bid proposal.**

All inquiries are to be directed to the Purchasing Agent for the Public Works Division at the City of Deltona. Contact for this solicitation is: Brian Boehs, Purchasing Agent. Email address is [bboehs@deltonafl.gov](mailto:bboehs@deltonafl.gov). Phone is 386-878-8955.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC  
NAME OF BUSINESS

BY:   
SIGNATURE/DATE

Chad S Hazen, President  
NAME & TITLE, TYPED OR PRINTED

1599 Tionia Road  
MAILING ADDRESS

New Smyrna Beach, FL 32168  
CITY, STATE, ZIP CODE



## ADDENDUM # 2

CITY OF DELTONA  
 BID # PW 13-11  
 June 12, 2013

### MAPLESHADE STREET STORMWATER IMPROVEMENTS

All contents of this addendum shall be incorporated into the solicitation documents and the ensuing contract with the awarded contractor.

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This addendum is to answer questions and clarify issues that have been brought up during the solicitation process.

**Questions are being accepted up to ten days prior to the bid opening. The last day and time questions and RFI's for this bid will be accepted are Sunday, June 9, 2013.**

Addendums may be issued up to 48 hours prior to the bid opening due time.

City of Deltona is not responsible for third party plan rooms or third party plan holders. All documents pertaining to this bid can be downloaded from [www.demandstar.com](http://www.demandstar.com)

#### **CLARIFICATIONS:**

- a. A bid bond is required for this solicitation.
- b. The engineer's estimate for this project is \$153,000.
- c. Bids shall be mailed to or dropped off at 255 Enterprise Road, Deltona, Florida 32725. Bids shall not be accepted at City Hall.
- d. A Payment and Performance Bond is required for this project from the awarded Contractor. Payment and Performance Bond is required to be registered with Volusia County prior to a Notice to Proceed being issued. Proof of registration with Volusia County is required.
- e. Liquidated damages will be in effect for this contract (\$1,000 per day).
- f. The Work shall be performed by a General Contractor Licensed in the State of Florida. Contract shall not be awarded unless proof of valid license(s) is provided.
- g. The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors who cannot prove past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, may be considered non-responsible and not recommended for award.

- h. References are required with bid submittals. References shall contain descriptions of work that are of similar and same size of scope of work. References shall contain the Owners contact information for the projects referenced. References with a Contractor listed as the Owner shall not be accepted. References will be checked. Unfavorable references shall be considered when making a recommendation of award.
- i. Contract time for this project is 120 days to substantial completion, with an additional 30 days to final completion. Total contract time is 150 days.

**REVISIONS, ADDITIONS AND DELETIONS:**

- Additional detail for the Fiberglass Wall Deflector has been attached and shall be incorporated.

**QUESTIONS:**

**Question # 1 – Is it a requirement for the Contractor to be a licensed General Contractor or is it allowable for the contractor to hold a certification as a Utility Contractor?**

*Answer # 1 – A Certified Underground Utility and Excavation Contractor is acceptable as the Prime Contractor for this project.*

**Question # 2 – Is the Davis Bacon Wage Scale within the specifications?**

*Answer # 2 – No. The Davis Bacon Wage Scale is not located within the specifications. The wage scale to be adhered to will be the wage scale in affect the date of the bid opening. The link to the United States Department of Labor is <http://www.dol.gov/whd/govcontracts/dbra.htm>*

**Question # 3 – In reference to Plan Sheet 105... Is there a detail available for the fiberglass retainage wall and would a different material for the wall be acceptable as an alternative?**

*Answer # 3 – See attached detail for clarification.*

**Question # 4 – Sheet C 101 shows existing pipe between structures. This pipe will have to be removed. However, no line item exists for this. Is it to be assumed we incorporate this demo into line item # 10 (Remove and Dispose Existing Drain Inlets)?**

*Answer # 4 – Yes, the pipe demolition between the structures is to be incorporated in line item #10.*

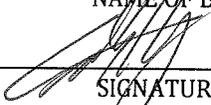
**The bid due date remains Tuesday, June 18, 2013 at 2:00 p.m. All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the solicitation or award process. Any such contact shall be cause for rejection of your bid proposal.**

All inquiries are to be directed to the Purchasing Agent for the Public Works Division at the City of Deltona. Contact for this solicitation is: Brian Boehs, Purchasing Agent. Email address is [bboehs@deltonafl.gov](mailto:bboehs@deltonafl.gov). Phone is 386-878-8955.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC  
NAME OF BUSINESS

BY:   
SIGNATURE/DATE

Chad Hazen, President  
NAME & TITLE, TYPED OR PRINTED

1599 Ticonia Road  
MAILING ADDRESS

New Smyrna Beach, FL 32168  
CITY, STATE, ZIP CODE



## AGENDA MEMO

**TO:** Mayor & City Commission

**AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager

**AGENDA ITEM:** 7 - C

**SUBJECT:** Request to certify engineering firms as qualified to perform Civil Engineering Services as needed under continuing contract.

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**LOCATION:**

Citywide

**BACKGROUND:**

Purchasing requested Statements of Qualifications for Civil Engineering Services in accordance with the Consultants' Competitive Negotiation Act, F.S. Chapter 287.055 following the guidelines as set forth under the Act. Qualifications were requested for Engineering firms to perform services related to Civil Engineering. Eight firms responded.

A Selection Committee was established and after a complete review of the responses received, four firms were determined to be the most highly qualified. The Selection Committee chose the following four firms as the most highly qualified in their ranking order:

- Quentin L. Hampton - 288 points
- Tetra Tech - 283 points
- DRMP - 278 points
- Bowyer Singleton - 274 points

In accordance with F.S. 287.055(2)(g), these firms will be put on a Continuing Services list to be utilized as needed when there is a project where the construction costs are not estimated to exceed \$2,000,000 or for study activity when the fee for such professional services does not exceed \$200,000.

In accordance with F.S. 287.055, any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified to render the required services. The Selection Committee is requesting for the Commission to certify these firms as qualified so that

they may be used for projects that do not exceed the above thresholds.

Once certified and in accordance with F.S. 287.055(5) (a,b,c), a contract and pricing schedule will be negotiated with these firms and utilized in any as needed projects. Should a satisfactory contract and pricing schedule not be negotiated with these firms, then negotiations will be completed with the next highest scoring firms on the list. Failing accord with the next highest qualified firms, then negotiations shall proceed with the next most qualified firm and so on.

**ORIGINATING DEPARTMENT:**

Public Works/Deltona Water

**SOURCE OF FUNDS:**

Various/As Approved in Budget

**COST:**

As Budgeted

**REVIEWED BY:**

Public Works / Utilities Director, City Engineer

**STAFF RECOMMENDATION PRESENTED BY:**

Glenn Whitcomb, Public Works Director - To certify above firms as qualified to render engineering services to the City as needed within the guidelines of F.S.287.055.

**POTENTIAL MOTION:**

"I move to certify, Quentin L. Hampton, Tetra Tech, DRMP, and Bowyer Singleton as qualified to perform Civil Engineering Services for the City and to put them on a Continuing Services list to render these services as needed within the guidelines of F.S. 287.055."

**AGENDA ITEM APPROVED BY:**

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William D. Denny, Acting City Manager

**ATTACHMENTS:**

- Overview of Findings
- Selection Committee Total Score sheet
- Selection Committee Individual Score Sheets
- Quentin Hampton Draft Agreement
- Tetra Tech Draft Agreement
- DRMP Draft Agreement
- Bowyer Singleton Draft Agreement

## Overview of Findings

### RFQ # PW 13-09 On Call Civil Engineering Services

#### Committee Members:

**Glenn Whitcomb, PW / Utilities Director**  
**Gerald Chancellor, PW / Utilities Director**  
**Phyllis Wallace, Project Administrator / Construction**

#### The following Engineering firms submitted responses:

- AMEC
- B & S Engineering
- Bowyer-Singleton
- CPH
- Dredging & Marine Consultants
- Dyer Riddle Mills & Precourt
- Infrastructure Engineers
- Littlejohn Engineering
- Michael Baker Jr.
- Pegasus Engineering
- Quentin L. Hampton
- Singhofen & Associates
- Tetra Tech
- R-A-M Professional Group
- Zev Cohen

The Selection Committee thoroughly reviewed all the responses received and then scored the firms who submitted to perform On Call Civil Engineering Services to the City of Deltona. Based on the criteria and the total possible points of all the Committee Members combined, the firms scored as follows.

• Quentin L. Hampton	288 points
• Tetra Tech	283 points
• DRMP	278 points
• Bowyer Singleton	274 points
• CPH	271 points
• Zev Cohen	269 points
• Infrastructure Engineers	257 points
• AMEC	255 points
• Michael Baker Jr.	248 points
• B & S Engineering	247 points
• Singhofen & Associates	247 points
• Pegasus Engineering	246 points
• Littlejohn Engineering	242 points
• R-A-M Professional Group	230 points
• Dredging & Marine Consultants	198 points

The Selection Committee concurred that they did not need to conduct interviews and came to a consensus of utilizing the top four firms because of the closeness in their scoring and the confidence in the work they would be performing. The top four Engineering firms based on scoring are as follows.

1. Quentin L. Hampton	288 points
2. Tetra Tech	283 points
3. DRMP	278 points
4. Bowyer Singleton	274 points

**RFQ # - PW 13-09 Evaluation Scores**  
**On Call Civil Engineering Services**

Evaluation Committee Member	POSSIBLE POINTS	AMEC	B & S Engineering	Bowyer- Singleton	CPH	Dredging & Marine Consultants	Dyer Riddle Mills & Precourt	Infrastructure Engineers	Littlejohn Engineering	Michael Baker Jr.	Pegasus Engineering	Quentin L. Hampton	Singhofen & Associates	Tetra Tech	R-A-M Professional Group	Zev Cohen
Committee Member # 1	100	81	75	90	87	56	89	81	75	79	79	94	79	91	70	86
Committee Member # 2	100	78	74	92	88	52	91	80	73	81	79	96	74	93	66	87
Committee Member # 3	100	96	98	92	96	90	98	96	94	88	88	98	94	99	94	96
<b>Total of all Evaluation Committee members scores combined</b>		<b>255</b>	<b>247</b>	<b>274</b>	<b>271</b>	<b>198</b>	<b>278</b>	<b>257</b>	<b>242</b>	<b>248</b>	<b>246</b>	<b>288</b>	<b>247</b>	<b>283</b>	<b>230</b>	<b>269</b>

**Highest Ranking Order Based on Selection Committee Total Scores**

1. Quentin Hampton 288 points
2. Tetra Tech 283 points
3. DRMP 278 points
4. Bowyer Singleton 274 points

Does Selection Committee want to interview a shortlist of firms: Yes \_\_\_ No X

If yes, which firms \_\_\_\_\_

**Top Ranking Order Based on Selection Committee Consensus**

1. Quentin Hampton
2. Tetra Tech
3. DRMP
4. Bowyer Singleton

Committee Member #1

CITY OF DELTONA  
CONSULTANT EVALUATION

Glenn Whitcomb

RFQ # PW 13-09 score sheet

RFQ Due Date: April 11, 2013

Continuing On Call Engineering Services for  
the following discipline:

City Project Manager: Glenn Whitcomb or designee

Civil Engineering

User Department: Public Works Department

Attachment number 3 in Page 1

NO.	CRITERIA	POSSIBLE POINTS	POINTS RECEIVED BY PROPOSER														
			AMEC	B & S Engineering	Bowyer-Singleton	CPH	Dredging & Marine Consultants	Dyer Riddle Mills & Precourt	Infrastructure Engineers	Littlejohn Engineering	Michael Baker Jr.	Pagagus Engineering	Quentin L. Hampton	Singhofen & Associates	Tetra Tech	R-A-M Professional Group	Zev Cohen
1	Experience and Ability (Tab C)	40	33	30	37	36	18	37	33	30	32	32	37	32	38	30	33
2	Location (Tab D)	20	15	15	15	15	20	15	15	15	15	15	20	15	15	10	20
3	Past Performance (Tab E and F)	40	33	30	38	36	18	37	33	30	32	32	37	32	38	30	33
TOTALS	MAX POINTS	100	81	75	90	87	56	89	81	75	79	79	94	79	91	70	86

Committee Members: \_\_\_\_\_

Does Committee want interviews scheduled with highest scoring firms: Yes \_\_\_ No X

Which firms: \_\_\_\_\_

COMPLETE THIS SECTION AFTER INTERVIEWS

By signing below, I request Commission approval to enter into negotiations and upon successful negotiations, to enter into an agreement with the top ranked firm

- Ranking order
- 1 QLH
  - 2 Tetra Tech
  - 3 DRMP
  - Bowyer Singleton

Glenn Whitcomb  
Signature of Committee Member

Date: 5/22/13

Item 7C

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Committee member #2

Attachment number 3 Page 2

CITY OF DELTONA  
CONSULTANT EVALUATION

RFQ # PW 13-09 score sheet

RFQ Due Date: April 11, 2013

Continuing On Call Engineering Services for  
the following discipline:

City Project Manager: Glenn Whitcomb or designee

Civil Engineering

User Department: Public Works Department

NO.	CRITERIA	POSSIBLE POINTS	POINTS RECEIVED BY PROPOSER														
			AMEC	B & S Engineering	Bowyer-Singleton	CPH	Dredging & Marine Consultants	Dyer Riddle Mills & Precourt	Infrastructure Engineers	Littlejohn Engineering	Michael Baker Jr.	Pagagus Engineering	Quentin L. Hampton	Singhofen & Associates	Tetra Tech	R-A-M Professional Group	Zev Cohen
1	Experience and Ability (Tab C)	40	31	28	39	37	19	39	34	30	31	32	38	30	39	28	37
2	Location (Tab D)	20	15	15	16	17	17	15	15	14	17	16	19	14	16	9	18
3	Past Performance (Tab E and F)	40	32	31	37	34	16	37	31	29	33	31	39	30	38	29	32
	MAX POINTS		78	74	92	88	52	91	80	73	81	79	96	74	93	66	87
TOTALS		100															

Committee Members: GLC 4 ✓ 5 4 6 1 ✓ 2 ✓

Does Committee want interviews scheduled with highest scoring firms: Yes \_\_\_ No

Which firms: \_\_\_\_\_

COMPLETE THIS SECTION AFTER INTERVIEWS

By signing below, I request Commission approval to enter into negotiations and upon successful negotiations, to enter into an agreement with the top ranked firm

- Ranking order
- 1 QLH
  - 2 Tetra Tech
  - 3 DrMP
  - Bowyer-Singleton

Signature of Committee Member \_\_\_\_\_

Date: \_\_\_\_\_

Item 7C

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Committee Member #3

Attachment number 3 Page 3

CITY OF DELTONA  
CONSULTANT EVALUATION

RFQ # PW 13-09 score sheet

RFQ Due Date: April 11, 2013

Continuing On Call Engineering Services for the following discipline:

City Project Manager: Glenn Whitcomb or designee

Civil Engineering

User Department: Public Works Department (4)

NO.	CRITERIA	POSSIBLE POINTS	POINTS RECEIVED BY PROPOSER														
			235 AMEC	247 B & S Engineering	271 Bowyer-Singleton	271 CPH	198 Dredging & Marine Consultants	278 Dyer Riddle Mills & Precourt	257 Infrastructure Engineers	242 Littlejohn Engineering	248 Michael Baker Jr.	246 Pagasus Engineering	288 Quentin L. Hampton	247 Singhofen & Associates	283 Tetra Tech	230 R-A-M Professional Group	269 Zev Cohen
1	Experience and Ability (Tab C)	40	40	30	36	38	34	40	40	36	36	40	38	40	38	38	
2	Location (Tab D)	20	18	20	18	20	20	20	18	18	18	18	20	18	20	18	20
3	Past Performance (Tab E and F)	40	38	40	38	38	36	38	38	36	34	34	38	38	39	18	38
TOTALS	MAX POINTS	100	96	98	92	96	90	98	96	94	88	88	98	94	99	94	96

Committee Members: 5 4 12 6 13 2 7 10 4 15 3 9 1 11 8

Does Committee want interviews scheduled with highest scoring firms: Yes \_\_\_ No \_\_\_

Which firms: \_\_\_\_\_

COMPLETE THIS SECTION AFTER INTERVIEWS

By signing below, I request Commission approval to enter into negotiations and upon successful negotiations, to enter into an agreement with the top ranked firm

- Ranking order
- 1 QEH
  - 2 Tetra Tech
  - 3 DRMP  
Bowyer Singleton

  
Signature of Committee Member

Date: 5-22-13

Item 7C

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**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
QUENTIN L. HAMPTON ASSOCIATES, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-09**

**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 QUENTIN L. HAMPTON ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32129, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-09 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-09 did seek firms or individuals qualified to provide as needed on call Civil Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Civil Engineering Services per RFQ No. PW 13-09, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and

any other items relevant to the task. The task order shall be signed by the parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

**5.8 Return of Materials.** Upon the request of the City, but in any event upon termination of this Agreement, Engineer shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services

hereunder, that were furnished to the Engineer by the City pursuant to this Agreement. Engineer may keep copies of all work products for its records.

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

## **Article 7. Severability and Notice**

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

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

If to Engineer:  
 Brad Blais, P.E.  
 President  
 Quentin L. Hampton Assoc., Inc.  
 4401 Eastport Parkway  
 Port Orange, Florida 32129

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
TETRA TECH, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-09**

**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 TETRA TECH, INC., duly authorized to conduct business in the State of Florida, whose principal address is 201 E. Pine Street, Suite 1000, Orlando, Florida 32801, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-09 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-09 did seek firms or individuals qualified to provide as needed on call Civil Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Civil Engineering Services per RFQ No. PW 13-09, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by the parties prior to the

Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

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

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
William Musser  
Vice President  
Tetra Tech, Inc.  
201 E. Pine Street, Suite 1000  
Orlando, Florida 32801

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
DRMP, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-09**

**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 DRMP, INC., duly authorized to conduct business in the State of Florida, whose principal address is 941 Lake Baldwin Lane, Suite 100, Orlando, Florida 32814, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-09 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-09 did seek firms or individuals qualified to provide as needed on call Civil Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Civil Engineering Services per RFQ No. PW 13-09, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by the parties prior to the

Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

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

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
Lawrence Smith  
Principal  
DRMP, Inc.  
941 Lake Baldwin Lane, Suite 100  
Orlando, Florida 32814

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
BOWYER-SINGLETON & ASSOCIATES, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-09**

**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 BOWYER-SINGLETON & ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose principal address is 520 South Magnolia Avenue, Orlando, Florida 32801, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-09 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-09 did seek firms or individuals qualified to provide as needed on call Civil Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Civil Engineering Services per RFQ No. PW 13-09, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and

any other items relevant to the task. The task order shall be signed by the parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

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(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

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

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
 Reinardo Malave, P.E.  
 Sr. Vice President  
 Bowyer-Singleton & Assoc., Inc.  
 520 South Magnolia Avenue  
 Orlando, Florida 32801

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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



## AGENDA MEMO

**TO:** Mayor & City Commission

**AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager

**AGENDA ITEM:** 7 - D

**SUBJECT:** Request to certify engineering firms as qualified to perform Geotechnical Engineering Services as needed under continuing contract.

**LOCATION:**

Citywide

**BACKGROUND:**

Purchasing requested Statements of Qualifications for Geotechnical Engineering Services in accordance with the Consultants' Competitive Negotiation Act, F.S. Chapter 287.055 following the guidelines as set forth under the Act. Qualifications were requested for Engineering firms to perform services related to Geotechnical Engineering. Eight firms responded.

A Selection Committee was established and after a complete review of the responses received, four firms were determined to be the most highly qualified. The Selection Committee chose the following four firms as the most highly qualified in their ranking order:

- Universal Engineering - 291 points
- Bechtol Engineering and Testing - 273 points
- Ardaman and Associates - 272 points
- Terracon Consultants - 271 points

In accordance with F.S. 287.055(2)(g), these firms will be put on a Continuing Services list to be utilized as needed when there is a project where the construction costs are not estimated to exceed \$2,000,000 or for study activity when the fee for such professional services does not exceed \$200,000.

In accordance with F.S. 287.055, any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified to render the required services. The Selection Committee is requesting for

the Commission to certify these firms as qualified so that they may be used for projects that do not exceed the above thresholds.

Once certified and in accordance with F.S. 287.055(5) (a,b,c), a contract and pricing schedule will be negotiated with these firms and utilized in any as needed projects. Should a satisfactory contract and pricing schedule not be negotiated with these firms, then negotiations will be completed with the next highest scoring firms on the list. Failing accord with the next highest qualified firms, then negotiations shall proceed with the next most qualified firm and so on.

**ORIGINATING DEPARTMENT:**

Public Works/Deltona Water

**SOURCE OF FUNDS:**

Various/As Approved in Budget

**COST:**

As Budgeted

**REVIEWED BY:**

Public Works / Utilities Director, City Engineer

**STAFF RECOMMENDATION PRESENTED BY:**

Glenn Whitcomb, Public Works Director - To certify above firms as qualified to render engineering services to the City as needed within the guidelines of F.S. 287.055.

**POTENTIAL MOTION:**

"I move to certify, Universal Engineering, Bechtol Engineering, Ardaman and Associates, and Terracon Consultants as qualified to perform Geotechnical Engineering Services for the City and to put them on a Continuing Services list to render these services as needed within the guidelines of F.S. 287.055."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, Acting City Manager

**ATTACHMENTS:**

- Overview of Findings
- Total Scores of Selection Committee
- Selection Committee Individual Score Sheets
- Universal Engineering Draft Agreement
- Bechtol Engineering Draft Agreement
- Ardaman and Assoc. Draft Agreement
- Terracon Draft Agreement

|

## Overview of Findings

### RFQ # PW 13-08 On Call Geotechnical Engineering Services

#### Committee Members:

**Glenn Whitcomb, PW / Utilities Director**  
**Gerald Chancellor, PW / Utilities Director**  
**Phyllis Wallace, Project Administrator / Construction**

#### The following Engineering firms submitted responses:

- Ardaman and Associates
- Bechtol Engineering and Testing
- HAS Engineers & Scientists
- Nova Engineering & Environmental
- Professional Service Industries
- Terracon Consultants
- Tierra
- Universal Engineering Services

The Selection Committee thoroughly reviewed all the responses received and then scored the firms who submitted to perform On Call Geotechnical Engineering Services to the City of Deltona. Based on the criteria and the total possible points of all the Committee Members combined, the firms scored as follows.

- |                                    |            |
|------------------------------------|------------|
| • Universal Engineering            | 291 points |
| • Bechtol Engineering              | 283 points |
| • Ardaman & Associates             | 278 points |
| • Terracon Consultants             | 274 points |
| • Professional Service Industries  | 263 points |
| • HAS Engineers & Scientists       | 253 points |
| • Tierra                           | 244 points |
| • Nova Engineering & Environmental | 214 points |
| •                                  |            |

The Selection Committee concurred that they did not need to conduct interviews and came to a consensus of utilizing the top four firms because of the closeness in their scoring and the confidence in the work they would be performing. The top four Engineering firms based on scoring are as follows.

- |                          |            |
|--------------------------|------------|
| 1. Universal Engineering | 291 points |
| 2. Bechtol Engineering   | 283 points |
| 3. Ardaman & Associates  | 278 points |
| 4. Terracon Consultants  | 274 points |

**RFQ # - PW 13-08 Evaluation Scores**  
**On Call Geotechnical Engineering Services**

Evaluation Committee Member	POSSIBLE POINTS	Ardaman & Associates	Bechtol Engineering and Testing	HAS Engineers & Scientists	Nova Engineering & Environmental	Professional Service Industries	Terracon Consultants	Tierra	Universal Engineering Services
Committee Member # 1	100	91	90	83	68	89	85	79	100
Committee Member # 2	100	85	91	80	70	80	88	75	95
Committee Member # 3	100	96	92	90	76	94	98	90	96
<b>Total of all Evaluation Committee members scores combined</b>		<b>272</b>	<b>273</b>	<b>253</b>	<b>214</b>	<b>263</b>	<b>271</b>	<b>244</b>	<b>291</b>

**Highest Ranking Order Based on Selection Committee Total Scores**

1. Universal Engineering 291 points
2. Bechtol Engineering 273 points
3. Ardaman & Associates 272 points
4. Terracon Consultants 271 points

Does Selection Committee want to interview a shortlist of firms: Yes \_\_\_ No X

If yes, which firms \_\_\_\_\_

**Top Ranking Order Based on Selection Committee Consensus**

1. Universal Engineering
2. Bechtol Engineering
3. Ardaman & Associates
4. Terracon Consultants

**CITY OF DELTONA  
CONSULTANT EVALUATION**

RFQ # PW 13-08 score sheet

RFQ Due Date: April 9, 2013

Continuing On Call Engineering Services for  
the following discipline:

City Project Manager: Glenn Whitcomb or designee

Geotechnical Engineering

User Department: Public Works Department

Attachment number 3 in Page 1

NO.	CRITERIA	POSSIBLE POINTS	POINTS RECEIVED BY PROPOSER								Comments - Notes
			Ardaman & Assoc.	Bechtol Engineering & Testing	HAS Engineers & Scientists	Nova Engineering & Environmental	Professional Service Industires	Terracon Consultants	Tierra	Universal Engineering Services	
1	Experience and Ability (Tab C)	40	38	35	34	30	37	35	32	40	
2	Location (Tab D)	20	15	20	15	10	15	15	15	20	
3	Past Performance (Tab E and F)	40	38	35	34	28	37	35	32	40	
<b>TOTALS</b>	<b>MAX POINTS</b>	<b>100</b>	<b>91</b>	<b>90</b>	<b>83</b>	<b>68</b>	<b>89</b>	<b>85</b>	<b>79</b>	<b>100</b>	

Committee Members: \_\_\_\_\_

Does Committee want interviews scheduled with highest scoring firms: Yes \_\_\_ No X

Which firms: \_\_\_\_\_

**COMPLETE THIS SECTION AFTER INTERVIEWS**

By signing below, I request Commission approval to enter into negotiations and upon successful negotiations, to enter into an agreement with the top ranked firm

- Ranking order
- 1 Universal Eng.
  - 2 Bechtol
  - 3 Ardama
  - Terracon

Glenn Whitcomb  
Signature of Committee Member

Date: 5/22/13

Item 7D

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**CITY OF DELTONA  
CONSULTANT EVALUATION**

Attachment number 3 in Page 3

RFQ # PW 13-08 score sheet

RFQ Due Date: April 9, 2013

Continuing On Call Engineering Services for the following discipline:

City Project Manager: Glenn Whitcomb or designee

Geotechnical Engineering

User Department: Public Works Department

NO.	CRITERIA	POSSIBLE POINTS	POINTS RECEIVED BY PROPOSER								Comments - Notes
			Ardaman & Assoc.	Bechtol Engineering & Testing	HAS Engineers & Scientists	Nova Engineering & Environmental	Professional Service Industires	Terracon Consultants	Tierra	Universal Engineering Services	
1	Experience and Ability (Tab C)	40	40	36	36	30	38	40	34	38	
2	Location (Tab D)	20	20	20	18	16	18	20	18	20	
3	Past Performance (Tab E and F)	40	36	36	36	30	38	38	38	38	
<b>TOTALS</b>	<b>MAX POINTS</b>	<b>100</b>	<b>94</b>	<b>92</b>	<b>90</b>	<b>76</b>	<b>94</b>	<b>98</b>	<b>90</b>	<b>96</b>	

Handwritten totals above table: 272 (2), 273, 255, 214, 263, 271 (4), 244, 291 (1)

Handwritten numbers below table: 2, 5, 6, 8, 4, 1, 7, 3

Committee Members: \_\_\_\_\_

Does Committee want interviews scheduled with highest scoring firms: Yes \_\_\_ No

Which firms: \_\_\_\_\_

**COMPLETE THIS SECTION AFTER INTERVIEWS**

By signing below, I request Commission approval to enter into negotiations and upon successful negotiations, to enter into an agreement with the top ranked firm

Ranking order

- 1 Universal Engineering
- 2 Bechtol Engineering
- 3 Ardaman Assoc.
- Terracon Consultants

  
Signature of Committee Member

Date: 5-22-13

*Total  
Take to P 4*

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
UNIVERSAL ENGINEERING SCIENCES, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-08**

**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 UNIVERSAL ENGINEERING SCIENCES, INC. duly authorized to conduct business in the State of Florida, whose principal address is 911 Beville Road, Suite 3, South Daytona, Florida 32119, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-08 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-08 did seek firms or individuals qualified to provide as needed on call Geotechnical Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Geotechnical Engineering Services per RFQ No. PW 13-08, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and

printed formats and any other items relevant to the task. The task order shall be signed by the parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

**5.8 Return of Materials.** Upon the request of the City, but in any event upon termination of this Agreement, Engineer shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services

hereunder, that were furnished to the Engineer by the City pursuant to this Agreement. Engineer may keep copies of all work products for its records.

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
Brian Pohl, P.E.

If to City:  
Glenn Whitcomb

Branch Manager  
Universal Engineering Sciences, Inc.  
911 Beville Road, Suite 3  
South Daytona, Florida 32119

Public Works Director  
City of Deltona  
2345 Providence Blvd.  
Deltona, Florida 32725

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
BECHTOL ENGINEERING AND TESTING, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-08**

**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 BECHTOL ENGINEERING AND TESTING, INC. duly authorized to conduct business in the State of Florida, whose principal address is 605 W. New York Avenue, Suite A, Deland, Florida 32720, hereinafter called the "Engineer ".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-08 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-08 did seek firms or individuals qualified to provide as needed on call Geotechnical Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Geotechnical Engineering Services per RFQ No. PW 13-08, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and

printed formats and any other items relevant to the task. The task order shall be signed by the parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

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

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

#### **Article 7. Severability and Notice**

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

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

If to Engineer:  
 Thomas Bechtol  
 President  
 Bechtol Engineering & Testing, Inc.  
 605 W. New York Avenue, Suite A  
 Deland, Florida 32720

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
ARDAMAN AND ASSOCIATES, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-08**

**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 ARDAMAN AND ASSOCIATES, INC. duly authorized to conduct business in the State of Florida, whose principal address is 8008 S. Orange Avenue, Orlando, Florida 32809, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-08 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-08 did seek firms or individuals qualified to provide as needed on call Geotechnical Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Geotechnical Engineering Services per RFQ No. PW 13-08, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and

printed formats and any other items relevant to the task. The task order shall be signed by the parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

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### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

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**3.4** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

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

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**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

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(A) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

(B) 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:

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duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

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**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

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

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 6. General Conditions**

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
 Mark Mongeau, P.E.  
 Vice President  
 Ardaman and Associates, Inc.  
 8008 S. Orange Avenue  
 Orlando, Florida 32809

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

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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

**AGREEMENT BETWEEN  
CITY OF DELTONA, FLORIDA AND  
TERRACON CONSULTANTS, INC.  
FOR ENGINEERING SERVICES PER RFQ # PW 13-08**

**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 TERRACON CONSULTANTS, INC. duly authorized to conduct business in the State of Florida, whose principal address is 1675 Lee Road, Winter Park, Florida 32789, hereinafter called the "Engineer".

**WHEREAS**, the City has publicly submitted Request for Qualifications (RFQ) No. PW 13-08 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

**WHEREAS**, RFQ No. PW 13-08 did seek firms or individuals qualified to provide as needed on call Geotechnical Engineering Services; and

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

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

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Engineer to provide professional engineering services for as needed Geotechnical Engineering Services per RFQ No. PW 13-08, attached hereto and incorporated herein by reference. The Engineer acknowledges and agrees that if the work is assigned to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by the

parties prior to the Engineer performing any of the agreed upon work. All task orders shall be reviewed and approved by the City in writing prior to the Engineer beginning any work on the assigned project or payment being made to the Engineer.

**2.2** The Engineer shall coordinate, cooperate, and work with any other Engineer retained by the City. Engineer 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.3** Engineer shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement. Additionally, the Engineer shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the Engineer's work. The Engineer shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Engineer, the Engineer shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Engineer fails to correct the damage, the City shall have the option of correcting the damage and issuing a deductive change order to the Engineer to deduct the amount of the corrective work from the contract balance.

**2.4** The Engineer agrees that this shall be an open contract to be used on an as needed basis. The City does not guarantee to the Engineer any minimum amount of work throughout the term of this Agreement. Furthermore, Engineer agrees and acknowledges that in the event Engineer cannot meet the City's specifications including, but not limited to, time for completion and cost for individual project, the City reserves the sole right to offer the individual project to the City's alternate firm(s).

**2.5** Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, each individual project authorized by the City shall not exceed the thresholds for continuing contracts under Florida Statutes.

**2.6** This agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this Agreement in writing for three (3) additional twelve (12) month periods to the expiration of each term. Labor prices for contract renewal shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the South Urban MSA. The base period shall be the month in which this Agreement was executed by the City.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. The personnel needed for each individual project shall be determined once the Engineer receives the Task Assignment Sheet. Upon reviewing the project specific scope of services, the Engineer shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The Engineer and City hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the Engineer's actual time may be more or less than the budgeted hours. If work is accepted, the City shall pay the Engineer only for the total fee agreed upon for each project.

**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** Engineer shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

**3.5** Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the Engineer shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Engineer hereby agrees that the hourly billing rates, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

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

#### **Article 4. City Responsibilities**

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

**4.2** The City will provide to the Engineer all necessary and available GIS data, data developed and/or within the possession of the City, and any other data the City possesses that would be useful to the Engineer in the completion of the required services.

**4.3** The City shall reimburse Engineer, in accordance with the provisions of Article 3 above, for required services timely submitted and approved by City in accordance with the terms of this Agreement.

#### **Article 5. Special Terms and Conditions**

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

**5.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the other party; 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 Engineer and accepted by the City.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Engineer for actual work satisfactorily completed.
- B. Termination for Cause. If the termination of this Agreement is due to the failure of the Engineer to fulfill his contractual obligations, City shall reimburse Engineer for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- C. In the event of termination of this Agreement, all work, reports, designs, drawings, renderings and other work product produced by Engineer in connection with the project shall be returned to the City and become and remain the property of the City. Engineer shall not use any part thereof without written consent of the City.

**5.3 Subletting of Contract.** No part of this Agreement shall be sublet except with the written consent of the City Manager or designee. No such consent shall be construed as making the City a party to the subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Engineer of liability and obligations under this Agreement. All subcontractors shall be notified of same when hired by Engineer.

**5.4 Insurance and Bond.** Engineer shall provide and maintain, during the entire term of this Agreement, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Engineer 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) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

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

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

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

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$100,000
Property Damage	\$100,000

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

(E) 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 Engineers 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.

(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 RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

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

**5.5 Indemnity.** Engineer shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Engineer to take out and maintain the above insurance. Additionally, Engineer 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 Engineer, its agents, employees or representative, in the performance of Engineer's

duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

**5.6 Independent Contractor.** Engineer 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. Engineer shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**5.7 Ownership of Deliverables.**

(a) Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Engineer pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Engineer shall deliver all such original work product to City upon completion thereof unless it is necessary for Engineer, in City's sole discretion to retain possession for a longer period of time.

(b) City exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for City as the author, creator, or inventor thereof upon creation, and City shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to City any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that City is the motivating factor for and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

(c) The documents, reports, plans, plats, and similar materials provided or created by Engineer are public records and Engineer shall abide by applicable requirements of Florida law. Engineer 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 Engineer's release or disclosure of information to the media or to the public.

**5.8 Return of Materials.** Upon the request of the City, but in any event upon termination of this Agreement, Engineer shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services

hereunder, that were furnished to the Engineer by the City pursuant to this Agreement. Engineer may keep copies of all work products for its records.

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

**5.10 Retaining Other Engineers.** 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 Engineer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

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

**5.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.14 Prohibition against Contingent Fees.** Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

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

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

**6.7** During the term of this Agreement Engineer 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 Engineer does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Engineer employees or applicants for employment. Engineer understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

### **Article 7. Severability and Notice**

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

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

If to Engineer:  
Bruce Woloshin, P.E.

If to City:  
Glenn Whitcomb

Principal  
Terracon Consultants, Inc.  
1675 Lee Road  
Winter Park, Florida 32789

Public Works Director  
City of Deltona  
2345 Providence Blvd.  
Deltona, Florida 32725

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

### **Article 8. Scope of Agreement**

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

**8.2** This Agreement contains the following Exhibits:

Exhibit A	Scheduled Rates and Cost for Services
Exhibit B	Scope of Services

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

ENGINEER:

\_\_\_\_\_  
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



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/1/2013  
**FROM:** Russell Rafferty, Deputy Fire Chief            **AGENDA ITEM:** 7 - E  
**SUBJECT:** Request for approval to purchase a family of Human Patient Simulators (HPS).

---

**LOCATION:**

Fire Station 61

**BACKGROUND:**

The Fire Department is requesting to update our Human Patient Simulator (HPS) program to the most recent EMS technology available today to include tetherless capabilities. This technology will allow us to use these EMS manikins in real-life situations to simulate realistic patient injuries and medical conditions. Our current HPS system is over 9 years old and has limited skills capabilities. The adult manikin is wired and secured to a desk top computer and large air compressor, thereby not allowing it to be moved from its fixed position. The current child and infant manikins are also worn out and limited on EMS skills that can be simulated or practiced by Emergency Medical Technicians and Paramedics. Most have missing parts and new parts are not available to update these manikins due to their age. The manufacturer of our current units advised us a few years ago that the models are being eliminated and parts will no longer be produced. This renders the manikins inoperative for EMS training. With the current manikins unavailable for full patient simulation, it does not allow our training staff to educate our personnel to realistically train on the latest EMS skills and techniques.

As requested in this year's Capital Budget we are requesting to purchase a new family of simulators to provide a wider range of EMS training to our personnel. The program will include new Adult, Child and Infant simulators capable of training on the latest EMS techniques for medical and trauma incidents. It will also include a 12-Lead EKG Task Trainer to enhance and sharpen the skills of our EMTs and Paramedics at acquiring in-the-field 12-Lead EKGs. These simulators will provide much needed child and infant training along with advanced cardiac care for all types of

patients, which is currently unavailable with the manikins we have.

**ORIGINATING DEPARTMENT:**

Fire Administration

**SOURCE OF FUNDS:**

Capital Equipment Replacement

**COST:**

\$59,000

**REVIEWED BY:**

Fire Chief, Finance Director, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

Russell Rafferty, Deputy Chief - That the Commission approve the purchase of the Human Patient Simulator equipment from Laerdal Medical Corporation for \$59,000.00.

**POTENTIAL MOTION:**

"I move to approve the purchase of the Human Patient Simulator equipment from Laerdal Medical Corporation for \$59,000.00."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, Acting City Manager

**ATTACHMENTS:**

- Laerdal Medical Quotation
- Sole Source Letter



**Laerdal**  
helping save lives

Laerdal Medical Corporation  
167 Myers Corners Road  
Wappingers Falls, NY 12590  
Fax Order To: (800)227-1143  
Phone Order To: 877-Laerdal  
Tax ID: 13-2587752

**TERRITORY MANAGER**  
John Hawkins  
(800) 648-1851x2247  
john.hawkins@laerdal.com

**INSIDE SALES REPRESENTATIVE**

Eric Schmitt  
(800) 648-1851x3374  
eric.schmitt@laerdal.com

**SALES SUPPORT SPECIALIST**

Katelyn Sillery  
(800) 648-1851x2290  
katelyn.sillery@laerdal.com

**DATE :** Tuesday, June 11, 2013

**ATTN:** Russ Rafferty  
Division Chief EMS  
City Of Deltona

(386) 575-6904x  
rrafferty@deltonafl.gov

**QUOTE NUMBER :** 1-18GL78  
**CUSTOMER NUMBER :** 00148905  
**EXPIRATION DATE :** 08/10/2013

**SHIP TO:**

Deltona Fire Rescue  
  
1685 Providence Blvd.  
  
Deltona FL 32725

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	234-00001	SimJunior Advanced with Complete Peripheral Kit Includes SimJunior Patient Simulator, SimPad Link Box, Laptop PC, ELO Touch Screen Monitor, USB Webcam, BP Cuff, Consumables, Operating Software, DFU & Carry Case.	\$22,000.00	\$18,700.00	\$18,700.00
1	200-30150	SimPad Only	\$2,900.00	\$2,465.00	\$2,465.00
1	233-90350	Intro to SimJunior Advanced Customer Site 2 days A Laerdal Instructor will travel to your facility and teach up to 8 participants.	\$3,595.00	\$3,055.75	\$3,055.75
2	200-30001	SimPad System (US and Canada) Replacement SimPad remote for non-warranty product failures (spills, immersion in water, breakage due to drops). Plan allows for 3 instances of remote replacement during a 2 yr period and does not cover theft/loss. One Plan per SimPad remote.	\$3,600.00	\$3,060.00	\$6,120.00
2	205-05050	Als Simulator	\$10,950.00	\$9,307.50	\$18,615.00
3	200-30001PP	SimPad Protection Plan - 2 Year Replacement SimPad remote for non-warranty product failures (spills, immersion in water, breakage due to drops). Plan allows for 3 instances of remote replacement during a 2 yr period and does not cover theft/loss. One Plan per SimPad remote.	\$750.00	\$637.50	\$1,912.50
1	08003140	Laerdal ALS Baby 200 (Complete)	\$2,604.00	\$2,213.40	\$2,213.40
1	260-20001	12-Lead Task Trainer	\$9,425.00	\$8,011.25	\$8,011.25
1	205-11951	KEY; ALS ADV SOFTWARE	\$1,500.00	\$1,275.00	\$1,275.00
1	215-55550	SimStore Points	\$0.00	\$1,632.10	\$1,632.10

**ITEM TOTAL:** \$64,000.00

**SimMan Trade in:** (5,000.00)

**TOTAL:** \$59,000.00

Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change  
Shipping/Handling costs will be added to invoice

**Terms:**

- . Net 30 Days for approved open accounts; CIA; Credit Cards accepted
- . One(1) year warranty on manufactured products and 90 day warranty on refurbished products
- . Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products
- . Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote
- . Quotes that included training. Training must be booked and performed 1 year from installation. The training obligation expires one year from install



**Laerdal**<sup>™</sup>  
*helping save lives*

LAERDAL MEDICAL CORP.  
PO Box 38 • 226 FM 116  
Gatesville, Texas 76528-0038  
Telephone (254) 865-7221  
Toll-Free 1-800-433-5539  
Sales Fax (254) 865-8011  
[www.laerdal.com](http://www.laerdal.com)

June 11, 2013

Russ Rafferty  
Division Chief EMS  
City Of Deltona  
PO Box 291038  
Port Orange FL 32129-1038

Dear Mr. Rafferty:

Laerdal Medical Corporation is the sole manufacturer of the parts listed below.

234-00001 SimJunior Advanced with Complete Peripheral Kit  
200-30001 SimPad System  
205-05050 ALS Simulator  
08003140 ALS Baby

Laerdal Medical Corporation has been in business for 50+ years and we remain a very strong leader in the Medical Education Industry. If I may be of any further assistance, please do not hesitate to contact me at your convenience.

Sincerely,

John Hawkins  
Territory Manager  
Laerdal Medical  
167 Myers Corners Road  
Wappingers Falls, NY 12590  
845-264-5372  
[John.hawkins@laerdal.com](mailto:John.hawkins@laerdal.com)



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - F  
**SUBJECT:** Request for approval to purchase 60 KW Generator from RingPower for Station 64.

**LOCATION:**

Fire Station 64-236 Ft. Smith Blvd.

**BACKGROUND:**

The emergency generator at FS64 failed in 2010. A back-up generator from Deltona Water was put into place to ensure the station had an uninterrupted power supply during times when the commercial system failed. The existing failed generator, which is more than 15 years old, can be repaired, however we would be repairing an old unit and the cost to repair would not outweigh the benefit of replacing the unit. A new generator, with installation, would cost between \$5000 - \$8000 more than repairing the existing unit. In FY 10/11 the City received approximately \$9600 in insurance money for the old unit. Replacing a fifteen year old unit with a new generator will greatly exceed the benefit of repairing the existing unit.

The City is a member of NJPA (National Joint Powers Alliance) which is a national municipal cooperative contracting agency. Caterpillar was awarded the bid for generators and RingPower is their authorized dealer for this area. The cost for the generator is \$30,930.50.

**ORIGINATING DEPARTMENT:**

Fire Administration

**SOURCE OF FUNDS:**

Capital-Replacement Equipment Fund

**COST:**

\$30,930.50

**REVIEWED BY:**

Finance Director, City Attorney

**STAFF RECOMMENDATION**

Fire Chief Staples - Recommendation is being made to

**PRESENTED BY:**

purchase a Caterpillar 60 KW generator through RingPower, Caterpillar's authorized dealer, at a cost of \$30,930.50 based on the NJPA contract pricing.

**POTENTIAL MOTION:**

"I move to approve the purchase of a Caterpillar 60 KW generator through RingPower, Caterpillar's authorized dealer, at a cost of \$30,930.50 based on the NJPA contract pricing."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, Acting City Manager

**ATTACHMENTS:**

- Proposal from RingPower
- Generator Specs.
- Contract Information

**Ring Power®****OLYMPIAN™**  
GENERATORS**Your North and Central Florida Caterpillar Dealer****ST. AUGUSTINE**  
500 World Commerce Prkwy  
St. Augustine, FL 32092  
**904-737-7730****TALLAHASSEE**  
4752 Capital Circle NW  
Tallahassee, FL 32303  
**850-562-1622****OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
**352-732-4600****ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
**407-855-6195****TAMPA**  
9797 Gibsonton Dr  
Riverview, FL 33569  
**813-671-3700****SALES****SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 6/13/13

QUOTATION NO: JB13049

CUSTOMER NAME: City of Deltona  
ADDRESS: 2345 Providence Blvd.  
CITY/STATE/ZIP: Deltona, FL 32725  
CONTACT: Kate Krauss  
PHONE: (386) 878-8570ESTIMATED SHIPPING LEAD TIME: **18 weeks after approved submittal**

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**

JOBSITE ADDRESS: 236 Port Smith Blvd.

CITY/STATE/ZIP: Deltona FL

PROJECT NAME: City of Deltona Fire Station 60kW

**TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b>Please ensure quote meets your expectations.</b>		
One (1) New Caterpillar Diesel Generator – Next Gen Compact Model D60-8S (Lean), Rated 60 kw standby at 0.8 PF, 120/240 Volts, Single Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		
<ul style="list-style-type: none"> <li>UL Listed 2200 Packaged Genset , NFPA 110 upgrade</li> <li>Main UL 250 Amp circuit breaker, shunt trip generator mounted, Aux Contact Included</li> <li>CAT EMCP 4.2 Control panel with safety shutdowns, Engine controls and gauges</li> <li>Voltage regulator</li> <li>Anti-Condensation Heater</li> <li>Alternator Upgrade</li> <li>ADEM Governor</li> </ul>		

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG &amp; Industrial Engine Sales.

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> <li>PMG excitation</li> <li>Jacket water heater, 120VAC input</li> <li>Battery charger UL 10 amp, 120 VAC input</li> <li>Batteries with Rack and Cables</li> <li>CAT Standard 2 Year 1000 hour limited Warranty</li> <li>Caterpillar Factory Steel Enclosure with Sound Attenuation</li> </ul>		
<b>Total LIST Price for Above for CAT Items</b>		<b>\$ 30,855.00</b>
NJPA DISCOUNT – 30% off of List Price		(\$9,256.50)
<b>CAT Genset Price with NJPA Discount</b>		<b>\$21,598.50</b>
<u>CAT DEALER ADDITIONS – All receive 5% off List Price per NJPA</u>		
<ul style="list-style-type: none"> <li>Freight</li> <li>Startup, 4 hour load test and Instruction to Personnel</li> <li>72 Hour Sub-Base Fuel tank Provided by Phoenix Products</li> </ul>		\$2,350.00 \$1,750.00 \$5,232.00
<b>TOTAL NET PRICE PER NJPA CONSORTIUM CONTRACT# 092409</b>		<b>\$30,930.50</b>

**Exceptions:****NOTE:**

- The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up.
- No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included
- No sales tax included
- Proposal is based on information supplied by the Customer.
- No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
- Ring Power will be supplying equipment as described in the attached documentation.
- No equipment will be ordered without an approved Purchase Order.
- Equipment shipped will be invoiced for at the time of delivery.
- Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs

Jake Bechtol

*Jake Bechtol*

Ring Power Corporation  
 Electric Power Generation & industrial Engine Sales  
 (407) 472-6242 Office – (407) 438-0922 Fax - (321) 288-1242 Cell  
 jake.bechtoll@ringpower.com

## DIESEL GENERATOR SET



Image shown may not reflect actual package.

**STANDBY**  
**60 kW 60 kVA**

**PRIME**  
**55 kW 55 kVA**  
**60 Hz 1800 rpm 240/120 Volts**

**Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.**

### FEATURES

#### FUEL/EMISSIONS STRATEGY

- EPA Certified for Stationary Emergency Application (EPA Tier 3 emissions levels)

#### FULL RANGE OF ATTACHMENTS

- Wide range of bolt-on system expansion attachments, factory designed and tested
- Flexible packaging options for easy and cost effective installation

#### SINGLE-SOURCE SUPPLIER

- Fully prototype tested with certified torsional vibration analysis available

#### WORLDWIDE PRODUCT SUPPORT

- Cat dealers provide extensive post sale support including maintenance and repair agreements
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- The Cat S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

#### Cat® Model D60-8S, Single Phase

#### CAT C4.4 DIESEL ENGINE

- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

#### GENERATOR SET

- Complete system designed and built at ISO 9001 certified facilities
- Factory tested to design specifications at full load conditions

#### CAT EMCP 4 CONTROL PANELS

- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway

#### SEISMIC CERTIFICATION

- Seismic Certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength. IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer
- Seismic Certification per Applicable Building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- Pre-approved by OSHPD and carries an OSP-0321-10 for use in healthcare projects in

**STANDBY 60 ekW 60 kVA****PRIME 55 ekW 55 kVA**

60 Hz 1800 rpm 240/120 Volts

**FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT**

System	Standard	Optional
Air Inlet	<ul style="list-style-type: none"> <li>• Dry replaceable paper element type with restriction indicator</li> </ul>	
Cooling	<ul style="list-style-type: none"> <li>• Radiator and cooling fan complete with protective guards</li> <li>• Standard ambient temperatures up to 50°C (122°F)</li> </ul>	<input type="checkbox"/> Radiator stone guard <input type="checkbox"/> Radiator transition flange
Exhaust		<input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Critical mufflers <input type="checkbox"/> Overhead silencer mounting kit
Fuel	<ul style="list-style-type: none"> <li>• Flexible fuel lines to base with NPT connections</li> </ul>	<input type="checkbox"/> Sub-base dual wall UL listed 24 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL listed 48 hr fuel tank <input type="checkbox"/> Emergency vent 12ft extension <input type="checkbox"/> 5 gallon spill containment
Generator	<ul style="list-style-type: none"> <li>• Class H insulation</li> <li>• Drip proof generator air intake (NEMA 2,IP23)</li> <li>• Electrical design in accordance with BS5000 Part 99, EN61000-6, IEC60034-1, NEMA MG-1.33</li> <li>• IP23 Protection</li> </ul>	<input type="checkbox"/> Generator upgrade 1 size <input type="checkbox"/> Permanent magnet excitation <input type="checkbox"/> Internal excitation <input type="checkbox"/> Anti-condensation space heater
Power Termination	<ul style="list-style-type: none"> <li>• Circuit breakers, UL/CSA listed, 3 pole (100% rated)</li> <li>• Power center houses EMCP controller and control terminations (CB)</li> <li>• Segregated low voltage wiring termination panel</li> <li>• NEMA 1 steel enclosure, vibration isolated</li> <li>• Electrical stub-up area directly below circuit breaker</li> </ul>	<input type="checkbox"/> Auxiliary contacts <input type="checkbox"/> Shunt trip <input type="checkbox"/> Overload shutdown via breaker
Governor	<ul style="list-style-type: none"> <li>• ADEM™A4</li> </ul>	
Control Panels	<ul style="list-style-type: none"> <li>• EMCP 4.2 digital control panel</li> <li>• Vibration isolated NEMA 1 enclosure with lockable hinged door</li> <li>• DC and AC Wiring harnesses</li> </ul>	<input type="checkbox"/> NFPA110 upgrade <input type="checkbox"/> Control panel chassis
Lube		<input type="checkbox"/> Lube oil heater
Mounting	<ul style="list-style-type: none"> <li>• Heavy-duty fabricated steel base with lifting points</li> <li>• Anti-vibration pads to ensure vibration isolation</li> <li>• Complete OSHA guarding</li> <li>• Stub-up pipe ready for connection to silencer pipework</li> </ul>	<input type="checkbox"/> IBC Seismic and OSHPD certification per Applicable Building Codes: IBC2000, IBC2003, IBC2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
Starting/Charging	<ul style="list-style-type: none"> <li>• 12 volt starting motor</li> <li>• Batteries with rack and cables</li> </ul>	<input type="checkbox"/> Battery charger – UL 10 amp <input type="checkbox"/> Battery disconnect switch <input type="checkbox"/> Battery removal (does not remove rack and cables) <input type="checkbox"/> Coolant Heater
General	<ul style="list-style-type: none"> <li>• High gloss polyurethane paint, Caterpillar Yellow except rails and radiators gloss black</li> <li>• Anticorrosive paint protection</li> <li>• All electroplated hardware</li> </ul>	<input type="checkbox"/> CSA Certified <input type="checkbox"/> Weather protective enclosure Industrial/Critical <input type="checkbox"/> Sound attenuated protective enclosure <input type="checkbox"/> Caterpillar tool set <input type="checkbox"/> Caterpillar White paint

**STANDBY 60 ekW 60 kVA****PRIME 55 ekW 55 kVA**

60 Hz 1800 rpm 240/120 Volts

**SPECIFICATIONS**

<b>STANDARD CAT GENERATOR</b>	
Frame size	LCB2014H
Excitation	Self excitation
Pitch	0.6667
Number of poles	4
Number of bearings	Single bearing
Number of leads	4
Insulation	Class H
IP Rating	IP23
Overspeed capability (%)	125
Wave form deviation (%)	2
Voltage regulation	+/- 1.0% (steady state)
<b>CAT DIESEL ENGINE</b>	
C4.4 In-line 4, 4-cycle diesel	
Bore	105.0 mm (4,13 in)
Stroke	127.0 mm (5.0 in)
Displacement	4.4 L (268.5 in <sup>3</sup> )
Compression ratio	16.2:1
Aspiration	T
Fuel system	Common rail
Governor type	Electronic
<b>EMISSIONS (Nominal<sup>1</sup>)</b>	
NOx + HC g/kWhr	4.33
CO g/kWhr	1.15
PM g/kWhr	0.18

<sup>1</sup>The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load.

**CAT EMCP 4 SERIES CONTROLS**

EMCP 4 controls including:

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 12 volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- ekW, kVA, kVAR, kW-hr, %kW, PF

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under frequency (81 o/u)
- Reverse power (kW) (32)
- Reverse reactive power (kVA) (32RV)
- Overcurrent (50/51)

Communications:

- Six digital inputs
- Four relay outputs (Form A)
- Two relay outputs (Form C)
- Two digital outputs
- Customer data link (Modbus RTU)
- Accessory module data link
- Serial annunciator module data link
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local annunciator
- Remote CAN annunciator
- Remote serial annunciator

**STANDBY 60 ekW 60 kVA**  
**PRIME 55 ekW 55 kVA**  
 60 Hz 1800 rpm 240/120 Volts



**TECHNICAL DATA**

Open Generator Set – 1800 rpm/60 Hz/480 Volts	P3468A		P3468B	
Tier 3	STANDBY		PRIME	
<b>Generator Set Package Performance</b> Genset power rating @ 0.8 pf Genset power rating with fan	60.0 kVA 60.0 ekW		55.0 kVA 55.0 ekW	
<b>Fuel Consumption</b> 100% load with fan 75% load with fan 50% load with fan	19.5 L/hr 16.7 L/hr 12.8 L/hr	5.2 gal/hr 4.4 gal/hr 3.4 gal/hr	18.7 L/hr 15.8 L/hr 12.0 L/hr	4.9 gal/hr 4.2 gal/hr 3.2 gal/hr
<b>Cooling System<sup>1</sup></b> Air flow restriction (system) Engine coolant capacity with radiator/exp. tank Engine coolant capacity Radiator coolant capacity	0.12 kPa 16.5 L 9.5 L 7.0 L	0.48 in. water 4.4 gal 2.5 gal 1.8 gal	0.12 kPa 16.5 L 9.5 L 7.0 L	0.48 in. water 4.4 gal 2.5 gal 1.8 gal
<b>Inlet Air</b> Combustion air inlet flow rate	5.9 m <sup>3</sup> /min	208.4 cfm	5.9 m <sup>3</sup> /min	208.4 cfm
<b>Exhaust System</b> Exhaust stack gas temperature Exhaust gas flow rate Exhaust flange size (internal diameter) Exhaust system back pressure	547.0°C 14.7 m <sup>3</sup> /min 63.5 mm 15 kPa	1017 °F 519 cfm 2.5 in 60.2 in. water	525.0°C 14.4 m <sup>3</sup> /min 63.5 mm 15 kPa	977 °F 509 cfm 2.5 in 60.2 in. water
<b>Heat Rejection</b> Heat rejection to coolant (total) Heat rejection to exhaust (total) Heat rejection to atmosphere from engine Heat rejection to atmosphere from generator	49.6 kW 66.9 kW 14.9 kW 6.1 kW	2821 Btu/min 3805 Btu/min 847.3 Btu/min 346.9 Btu/min	46.7 kW 65.9 kW 10.8 kW 5.4 kW	2656 Btu/min 3742 Btu/min 614.2 Btu/min 307.1 Btu/min
<b>Alternator<sup>2</sup></b> Motor starting capability @ 30% voltage dip Frame Temperature rise	163 skV LC2014HF 105°C	189°F	163 skV LC2014HF 105°C	189°F
<b>Lubrication System</b> Total oil capacity Oil pan	8.4 L 6.9 L	2.2 gal 1.8 gal	8.4 L 6.9 L	2.2 gal 1.8 gal

<sup>1</sup>For ambient and altitude capabilities consult your Cat dealer. Airflow restriction (system) is added to existing restriction from factory.

<sup>2</sup>Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

**STANDBY 60 ekW 60 kVA**

**PRIME 55 ekW 55 kVA**

60 Hz 1800 rpm 240/120 Volts



## **RATING DEFINITIONS AND CONDITIONS**

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**Applicable Codes and Standards:** AS1359, CSA C22.2 No 100-04, UL142, UL489, UL601, UL869, UL2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

**Standby** – Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Prime** – Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand of 100% of prime-rated ekW with 10% of overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel rates** are based on fuel oil to specification EPA 2D 89.330-96 with a density of 0.845 – 0.850 kg/L (7.052 – 7.094 lbs/U.S. gal.) @ 15°C (59°F) and fuel inlet temperature 40°C (104°F). Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

**STANDBY 60 ekW 60 kVA****PRIME 55 ekW 55 kVA**

60 Hz 1800 rpm 240/120 Volts

**DIMENSIONS**

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Package Dimensions		
Length	1932 mm	76 in
Width	1110 mm	44 in
Height	1767 mm	46 in

**NOTE:** For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions. (General Dimension Drawing #3989305).

Performance No.: P3468A/B

[www.Cat-ElectricPower.com](http://www.Cat-ElectricPower.com)

Feature Code: NAC141P

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Gen. Arr. Number: 3932521

Materials and specifications are subject to change without notice.  
The International System of Units (SI) is used in this publication.

Source: U.S. Sourced

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LEHE0428-01 (04/13)

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## Heavy Construction Equipment

### Caterpillar, Inc. - #060311-CAT



#### Contact

Jason Walker  
 Office: 309-675-4095  
[Walker\\_Jason\\_C@cat.com](mailto:Walker_Jason_C@cat.com)  
[www.govbidspec.com](http://www.govbidspec.com)

Caterpillar has grown to be the largest manufacturer of construction and mining equipment, diesel and natural gas engines, and industrial gas turbines in the world. Team Caterpillar is proud to be providing our products to the NJPA membership by way of contract #060311.

Through Caterpillar's extensive dealer network, NJPA members will be able to select from over 120 models spanning from 14 product families. In addition to the breadth of products, Caterpillar's dealer network will deliver the exceptional service and support our customers have grown to expect.

[Find a CAT Dealer](#)

NJPA Contract Manager: Jeremy Schwartz  
 Direct Phone: 218-894-5488  
[Email](#)



#### CAT Heavy Equipment - Contract Summary

#### Marketing Documents

- [Caterpillar, Inc. Customer Flyer](#)
- [Caterpillar Sustainability Report](#)

#### Contract Documentation (#060311-CAT)

- [Request for Proposal \(RFP\)](#)
- [Bidders Response](#)
- [Bid Acceptance & Award](#)

#### Documentation of Competitive Bidding Process

- [Affidavit of Advertisement](#)
- [Bid Opening Witness Page](#)
- [Bid Evaluation](#)
- [Bid Comment & Review](#)
- [Board Minutes 7-19-11](#)

#### Documentation of Contract Maintenance

- [Renewal Extension 10/19/12](#)

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- ABOUT THE COMPANY

Find A Dealer

English

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Your Location



Dealer Name

Address, City, State or Postal Code

32725

Country

usa

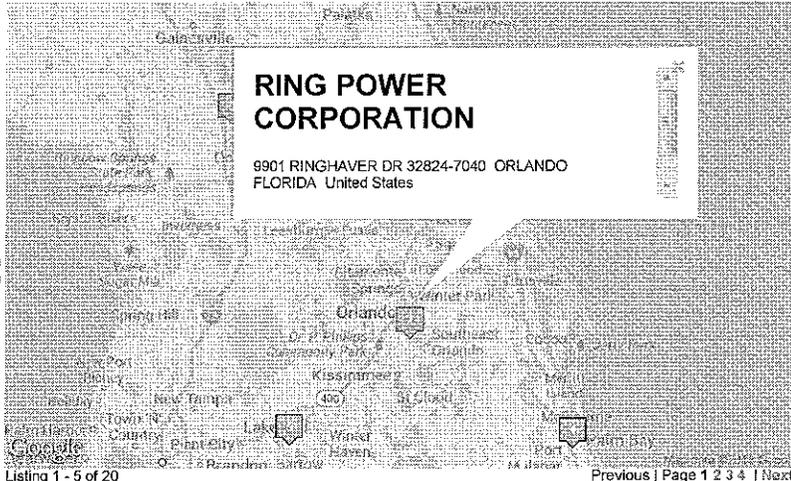
>> For longitude and latitude search

Show this type of location

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- Parts & Services
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For this type of Equipment

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- Electric Power
- Industrial and Rail Engines
- Oil & Gas
- Marine Engines
- Vocational Trucks
- On-Highway Truck Engines



Listing 1 - 5 of 20

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Find Locations

Highlighted Locations Represent Home Dealer for Your Area

21.5 Miles  
34.4 Kilometers

Driving directions

33 Miles  
52.8 Kilometers

Driving directions

Location	Dealership	Services Offered
1	<p>RING POWER CORPORATION 401 N TOMOKA FARMS RD DAYTONA BEACH FLORIDA 32124-1067</p> <p>3126 3306 C-10 3406 3116 C-12 3176</p> <p>Phone numbers: 1 386 947-3363 GENERAL INFO 1 386 947-4990 GENERAL INFO (FAX)</p> <p>SERVICE STORE HOURS: MONDAY 0730-2300, TUESDAY 0730-2300, WEDNESDAY 0730-2300 THURSDAY 0730-2300 FRIDAY 0730-2300</p> <p>E-Mails: information@ringpower.com GENERAL INFO</p> <p>Web: <a href="http://www.ringpower.com">http://www.ringpower.com</a> RING POWER CORPORATION 9901 RINGHAVER DR ORLANDO FLORIDA 32824-7040</p> <p>C-10 C-12 3306 3208 3116 3408 3176 3406</p>	<p>Truck Engine Svc</p> <p>Machine Sls/Svc</p> <p>Marine Engine Sls/Svc</p> <p>Power Systems Dist</p>
2	<p>Phone numbers: 1 407 855-8195 GENERAL INFO 1 407 438-0922 SERVICE (FAX) 1 407 857-1592 FAX-1 (FAX)</p> <p>SERVICE STORE HOURS: MONDAY 0730-2000, TUESDAY 0730-2000, WEDNESDAY 0730-2000 THURSDAY 0730-2000 FRIDAY 0730-2000</p> <p>E-Mails: information@ringpower.com GENERAL INFO</p> <p>Web: <a href="http://www.ringpower.com">http://www.ringpower.com</a> RING POWER CORPORATION 6200 N US HIGHWAY 441</p>	<p>Truck Engine Sls/Svc</p> <p>Machine Sls/Svc</p> <p>Marine Engine Sls/Svc</p> <p>On-Highway Truck Sales</p> <p>On-Highway Truck Product Support</p> <p>Power Systems Dist</p>

	OCALA FLORIDA 34475-1592	
3	Phone numbers: 1 352 732-2800 GENERAL INFO 1 352 732-4536 GENERAL INFO (FAX)	Truck Engine Svc
60.6 Miles 96.9 Kilometers		07 ACERT Approved
Driving directions	E-Mails: information@ringpower.com GENERAL INFO	Machine Sls/Svc
	Web: <a href="http://www.ringpower.com">http://www.ringpower.com</a> RING POWER CORPORATION 415 COMMUNITY COLLEGE PKWY SE PALM BAY FLORIDA 32909-2210	Truck Engine Svc
	3408 3208 3406 C-10 3116 3306 C-12 3176	Machine Sls/Svc
4	Phone numbers: 1 321 952-3601 GENERAL INFO 1 321 952-3007 GENERAL INFO (FAX)	Marine Engine Sls/Svc
72.5 Miles 116.0 Kilometers		On-Highway Truck Sales
Driving directions	SERVICE STORE HOURS: MONDAY 0800-2300, TUESDAY 0800-2300, WEDNESDAY 0800-2300, THURSDAY 0800-2300 FRIDAY 0800-2300 SATURDAY 0700-1200	On-Highway Truck Product Support
	E-Mails: information@ringpower.com GENERAL INFO	Power Systems Dist
	Web: <a href="http://www.ringpower.com">http://www.ringpower.com</a> RING POWER CORPORATION 3425 REYNOLDS RD LAKELAND FLORIDA 33803-8331	Machine Sls/Svc
5	Phone numbers: 1 863 606-0512 GENERAL INFO 1 863 606-0514 GENERAL INFO (FAX)	On-Highway Truck Sales
72.9 Miles 116.7 Kilometers		On-Highway Truck Product Support
Driving directions	E-Mails: information@ringpower.com GENERAL INFO	Machine Rental
	Web: <a href="http://www.ringpower.com">http://www.ringpower.com</a>	

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**ANNUAL RENEWAL OF AGREEMENT**

made by and between

**Caterpillar, Inc. (Vendor)**  
**100 NE Adams Street**  
**Peoria, IL 61629**  
and

**National Joint Powers Alliance® (NJPA)**  
**f/k/a North Central Service Cooperative (NCSC)**  
**200 First Street NE**  
**Staples, Minnesota 56479**  
**Phone: (218) 894-5482 Fax: (218) 894-5495**

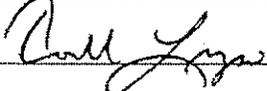
Whereas:

“Vendor” and “NJPA” have entered into 1) an “Acceptance of Bid and IFB Award #092409-CAT”, and 2) with an effective date of October 7, 2009, a maturity date of October 7, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contracts for the period of October 7, 2011 through October 7, 2012.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: , Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LYSEO

Date 10/25/11

Caterpillar, Inc.

By: , Its: WEST REGION MANAGER

Name printed or typed: Neil McDougall

Date October 24, 2011

-----  
If you do not want to extend contract, please sign below and return this agreement.  
**Discontinue: We desire to discontinue the contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - A  
**SUBJECT:** Request for approval for waiver of all fees - SE 13-008-Latin Festival 2013.

**LOCATION:**

Dewey Boster Sports Complex-1200 Saxon Blvd.

**BACKGROUND:**

The City of Deltona has received a request from Emma Santiago of the Volusia County Hispanic Association (VCHA), to waive all fees (police, fire, public works, field use and permits) associated with the annual Latin Festival that is scheduled to take place on Sunday, September 15, 2013 from 11:00 AM to 8:00 PM at the Dewey Boster Sports Complex.

Waiver of fees, Commission Policy # CC99-005, adopted March 7, 2011 (supersedes policy dated February 7, 2005) allows for a maximum dollar value for in-kind donations of \$2,500.00 (police, fire, permits, etc.) for any special event that has an expected attendance of more than 900 people.

Additionally, VCHA has requested use of the message boards for 7 days; however, the message boards have been reserved for use for a City concert during the same time frame. An agreement has been reached between VCHA and the City to split the use of the message boards ( 1 for the City and 1 for VCHA) during the week of September 9 thru September 15. If granted, the cost for the one message board is for seven (7) days (which is included in the public works attachment). VCHA has requested the the Dewey Boster Concession Operation remain closed for this event, similiar to last three previous years. The fees for this event are listed below:

Sheriff's Office: \$5,940 (12 deputies at \$45 per hour)  
Public Works: \$1,142.50  
Parks & Rec: \$1,010.00  
Fire Dept: \$1,500.00  
Building & Code Enforcement - \$100.00 permit fee review

**ORIGINATING  
DEPARTMENT:**

Total: \$9,692.50

**SOURCE OF FUNDS:**

Parks Recreation

**COST:**

General Fund

\$9,9692.50

**REVIEWED BY:**

Parks and Recreation, Acting City Manager

**STAFF  
RECOMMENDATION  
PRESENTED BY:**

For discussion and direction to staff.

**POTENTIAL  
MOTION:**

For discussion and direction to staff.

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- special event app
- 2012 follow up report
- P&R Response to event application
- CC9905
- P& R costs
- FD costs
- PW costs
- VCSO costs



June 12, 2013

To: Deltona Mayor and City Commissioners,

The Volusia County Hispanic Association is requesting in-kind services for the support of the 18<sup>th</sup> Annual Latin Arts & Music Festival on Sunday, September 15, 2013 from 11:00am to 8:00pm. We are specifically requesting Sheriff's Dept. services, Fire Dept. services, Public Works services, Parks and Recreation staff for facilities support. We request the placement and utilization of barricades, traffic cones, utilization, and space on entry signs promoting the event and placement of two mobile messaging trailers to be placed 10 days before the event promoting the festival.

We request the waiving of any applicable city permit fees. As has been done in the last three festivals, we are requesting that the city instruct the concession stand operator at Dewey O. Boster Sports Complex to be closed during this event. This has allowed us to utilize more of the concrete area surrounding the stage and help support the event objectives.

This annual event has been successful every year to bring a family fun day promoting diversity and culture to our community. The Volusia County Hispanic association is a 501 © 3 corporation and we do not have any paid employees or officers. The revenues generated during this event will allow us to help our community in many ways. Below are a few examples of what VCHA does in the community,

1. We have successfully completed 6 back to school fairs assisting over 5,700 children and families with needs to get ready for the school year.
2. Scholarships to graduating teens from both Deltona high schools
3. Partnered with the City's parks and recreation department to host and plan Music in the Courtyard events. Including providing free concerts for the public attracting international known artists.
4. Giveaways and events to our seniors located in local nursing homes.
5. Provided a venue for local businesses to market themselves.

This event has been well accepted by the residents of Deltona and we look forward to the City of Deltona's support.

Sincerely,

Emma Santiago  
VCHA Secretary



Parks & Recreation Department  
2345 Providence Boulevard  
Deltona, FL 32725  
(386) 878-8900, Fax (386) 878-8901

PROJECT NO.: SE13-008  
ADDRESS: \_\_\_\_\_  
PROJECT NAME: VCAA Latin Fest  
*(Do NOT write in this box—for office use only)*

*Rec'd MAY 12, 2013*

CITY OF DELTONA  
SPECIAL EVENTS  
MUSIC/ENTERTAINMENT/FESTIVAL PERMIT APPLICATION  
*(A 90 day prior notice of event is required)*

There is a \$50 fee required with this application which is due when the application is submitted.

Applicant's Name: Volusia County Hispanic Association Age: —  
Residence: PO BOX 390364  
City: Deltona State: FL Zip: 32725 Phone: 386-216-0975  
Mailing address: PO BOX 390364 City: Deltona State: \_\_\_\_\_  
E-mail Address: emma.santiago20@gmail.com

Check if partnership and attach names, ages, phone #'s and Address of all partners.  
 Check if corporation, name of corporation officer: Emma Santiago  
Title: Secretary, V.C.H.A. Mailing Address: 2631 Eustace Ave.

Purpose of event: Latin Music + Arts Festival

Security provided by: V.C.S.O.

Will activity be open to the public?  Yes  No  
Will admission be charged?  Yes  No  
Will alcohol be consumed?  Yes  No  
Will alcohol be sold?  Yes  No

Dates of Event:	Event Hours:	Set up/Clean up Hours	# of people
<u>9/15/13</u>	<u>11am-8pm</u>	<u>7am/9pm</u>	<u>5000</u>
_____	_____	_____	_____
_____	_____	_____	_____

Will a sign be displayed on the property? Yes  No  If yes, applicant will need to secure a temporary sign permit from the Department of Planning & Development.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant must provide statement as to the kind, character or type of music/entertainment event proposed to be conducted, operated, or carried-on:

Latin music + cultural arts display + vendors.

Provide names of all persons who will perform at such event: T.B.D.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address and/or location of the place where outdoor music/entertainment event is proposed to be conducted, operated, or carried on (a site plan MUST be submitted with all applications, SEE BELOW):

Dewey Boster Park  
Saxon Blvd.

**SITE PLAN SPECIFICATION:**

A site plan, drawn to a scale no less than one inch equals 60 feet, showing the location and layout of all buildings and structures, parking facilities, sanitation facilities, medical facilities, security gates, ingress and egress points, and lighting poles, if applicable

Applicant's Signature Emma Santiago Date 5/8/13  
City of Deltona  
Parks & Recreation Department

**APPLICANT MUST PROVIDE PROOF OF OWNERSHIP OR SIGNED STATEMENT BY OWNER OF PREMISES INDICATING CONSENT THAT SITE IS ALLOWED TO BE USED FOR PROPOSED EVENT. A FACILITY USE PERMIT IS REQUIRED WHEN USING CITY PROPERTY AND MAY BE OBTAINED FROM THE PARKS & RECREATION DEPARTMENT.**

The following plans and information must be attached to the application for consideration:

1. A plan for adequate sanitation facilities and sewage disposal, approved by the Florida Department of Health and Rehabilitative Services;
2. A plan for parking facilities which may be located on site or off site; and, in addition, when the parking facilities are not located on site, a plan for the transportation of the patrons from said parking facilities to the event;
3. A plan for adequate medical facilities;
4. A plan for provision of adequate security and traffic control in and around the area;
5. A plan for illumination of the premises if the event is to occur or continue after dark;
6. A plan for fire protection;
7. A site plan, drawn to scale no less than 1 inch = 60 feet, showing the location and layout of all buildings and structures, parking facilities, sanitation facilities, medical facilities, security gates, ingress and egress points, and lighting poles;
8. Identification of how adjacent properties would be protected from the impacts of the event (noise, lighting, traffic, and related impacts);
9. Full disclosure, by promoters, of the financial backing of the event.

Ordinance No. 96-24, which is included in Article II, Section 10-31 through Section 10-68, Amusements and Entertainment, Code of Ordinances, City of Deltona, provides the following:

PLEASE READ ORDINANCE NO. 96-24, ARTICLE II, CHAPTER 10, AMUSEMENTS AND ENTERTAINMENT, CODE OF ORDINANCE, CITY OF DELTONA, FOR MORE INFORMATION REGARDING THIS PROCESS.



Carlos Rivera  
P.O. Box 390361  
Deltona, Fl. 32739  
May 28, 2012

Deltona City Commission  
City Of Deltona  
2345 Providence Blvd  
Deltona, Fl. 32725

Dear Mayor and City Commissioners:

The 17<sup>th</sup> Annual Latin Arts and Music Festival was completed on April 29th and was a success. The Volusia County Hispanic Association is appreciative of the support provide by the City of Deltona for this Festival. We had 7 live bands perform and many local businesses and community organizations also participated. The citizens of Deltona enjoyed this family fun day with activities for all including children's games and adult dance contests.

The event helped raise \$1,575 which is scheduled to be utilized to support our annual back to school fair in which we provide supplies for students in the area. These funds were generated thru the sales of beverages during the event. Fundraising in these economic times has been very difficult but we are committed to providing a great event each year.

This event went without any incidents and was well accepted to our residents.

Sincerely,

Carlos Rivera  
President

## **Parks & Recreation Response to Special Event Application**

Applicant: Volusia County Hispanic Association

Date of Event: September 15, 2013

Hours of Event: 11am – 8pm

Location: Dewey O’Boster

Equipment Requested: 3 fields, employee and supplies.

### **Field Rentals**

$\$15\text{ph per field} \times 10\text{hrs per day} = \$150 \text{ per field} \times 3 \text{ fields} = \$450.00$

Supplies (trash bags, soap, paper towels, etc.) = \$100.00

Personnel-  $\$15.00 \text{ hr} (12 \text{ hours per day} \times 2 \text{ employees} = 24 \text{ hours total}) = \$360.00$

Pavilions 2 & 3 @ \$25 per pavilion x 2 = \$50.00

Application Fee: \$50.00

**Total Fees: \$1,010.00**

## COMMISSION POLICY/PROCEDURE

EFFECTIVE DATE	POLICY NUMBER	PAGE NUMBER	SUPERSEDES POLICY Dated: 02-07-05
03-07-11	CC99-005	1 of 1	
<b>Subject: In-Kind Donations to Deltona-based not-for-profit entities</b>		Adopted by the Deltona City Commission at the Regular City Commission meeting held on September 8, 1999; revised by the City Commission on July 5, 2000; revised by the City Commission on March 15, 2004; revised by City Commission action on February 7, 2005; revised by City Commission action on March 21, 2011.	

It shall be the policy of the City of Deltona to support Deltona-based not-for-profit entities that sponsor City-wide events for the benefit of all residents. A not-for-profit entity, in accordance with Florida Statutes, §617.01401 (5), shall mean an entity in which no part of the income or profit of which is distributable to its members, directors, or officers.

An entity seeking in-kind services shall submit a special event permit application and a letter of request for specified in-kind services to the Parks & Recreation Department specifying the nature and details of the benefits provided to Deltona residents by such community-wide festival or special event. The entity must also provide an expected attendance number for the event, proposed disposition of any funds raised during the proposed events, and follow the established process and meet all requirements outlined within the City's Code of Ordinances, Chapter 10, *Amusements, Entertainment and Block Parties*, Article III, *Events on City-Owned or Controlled Property*. Letters of request for in-kind donations must be submitted to the Parks & Recreation Department no later than 90 days prior to the scheduled event.

A follow-up report **must be submitted** to the City Commission within thirty (30) days following the conclusion of the special event. Such report shall contain a narrative of the event, and shall also identify the actual number of attendees, any proceeds from the event and the disposition of such proceeds, including a detailed accounting of same, the benefit realized by the City's partnership with the organization for said special event, any difficulties or problems experienced during the event, and any changes suggested for future events. Failure to submit the follow-up report within the required 30-day timeframe will disqualify the agency for funding in the next budget year.

The City Commission, by majority vote, will determine whether or not to provide any or all of the following in-kind services:

1. Fees for permits.
2. Use of City equipment, e.g. barricades, traffic cones, generators, light towers, etc.
3. Costs associated with City staff time to support said special event.
4. Fire and first aid protection calculated at the current hourly rate.
5. Police protection calculated at the current hourly rate.

**CITY OF DELTONA****COMMISSION POLICY/PROCEDURE****POLICY NUMBER: CC99-005****SUBJECT: In-Kind Donations to Deltona-based  
not-for-profit entities**

The maximum total in-kind donations allowed will be based on the expected attendance as follows:

<u>Expected Attendance</u>	<u>Maximum Dollar Value of In-Kind Donations</u>
Up to 100	\$250.00
101 - 200	\$500.00
201 - 300	\$750.00
301 - 400	\$1,000.00
401 - 500	\$1,250.00
501 – 600	\$1,500.00
601 – 700	\$1,750.00
701 – 800	\$2,000.00
801 – 900	\$2,250.00
Above 901	\$2,500.00

Special event requests that exceed these amounts must be annual events approved by line item in the City's Parks and Recreation Department budget for the upcoming fiscal year.

New events, not approved by line item in the City's budget, will be considered on a case by case basis.

## **Parks & Recreation Response to Special Event Application**

Applicant: Volusia County Hispanic Association

Date of Event: September 15, 2013

Hours of Event: 11am – 8pm

Location: Dewey O’Boster

Equipment Requested: 3 fields, employee and supplies.

### **Field Rentals**

\$15ph per field x 10hrs per day = \$150 per field x 3 fields = \$450.00

Supplies (trash bags, soap, paper towels, etc.) = \$100.00

Personnel- \$15.00 hr (12 hours per day x 2 employees= 24 hours total) = \$360.00

Pavilions 2 & 3 @ \$25 per pavilion x 2 = \$50.00

Application Fee: \$50.00

**Total Fees: \$1,010.00**

**Mark Manning**

---

**From:** Robert Staples  
**Sent:** Thursday, May 30, 2013 3:47 PM  
**To:** Mark Manning  
**Subject:** RE: VCHA Latin Fest

Our costs would be the same as last year...

Bob

**Robert Staples**  
**Fire Chief**  
**City of Deltona Fire Department**

---

**From:** Mark Manning  
**Sent:** Thursday, May 23, 2013 12:31 PM  
**To:** [jturney@vcso.us](mailto:jturney@vcso.us); Kristina Wilson; Robert Staples; Leigh Grosvenor  
**Subject:** VCHA Latin Fest

Everyone,

The Volusia County Hispanic Association has submitted a special event application for their annual Latin Fest for Sunday, September 15<sup>th</sup> 2013 at Dewey Boster. They are requesting a waiver of all fees associated with this event. Please have your costs to me no later than Tuesday, June 25<sup>th</sup>. Thanks

Kristina – Please include the cost for one message board only (The other is being used by Parks for a concert on Saturday, September 14<sup>th</sup>). They will also need the large generator, traffic cones and barricades. I am not sure how many Crystal provides but I think you should be able to pull up the records from last year

Leigh – Your contact for this event is Emma Santiago

Chief – Same fire presence as last year

Joel – Same police presence as last year

Mark

## **Response to Special Event Application**

Applicant: Volusia County Hispanic Association

Date of Event: September 15, 2013

Hours of Event: 11am – 8pm

Location: Dewey O’Boster

Equipment Requested: Large Generator to be utilized for the sound equipment, traffic cones and barricades.

### **Large Generator**

\$150.00 per day (1 generator for 1 day) = \$150.00

Pick-up truck- \$15.00hr (1 truck for 3hrs total) = \$45.00

Personnel- \$30.00 hr (1 person for 3hrs) = \$90.00

**Total Fees for the Large Generator: \$285.00**

### **Message Boards**

1 Message Boards for 7 days (9/9/13 – 9/15/13) @ \$75ea per day = \$525.00

Personnel- \$30.00 hr (1 person for 3hrs) = \$90.00 (To deliver and pickup Msg. Boards)

Pick-up truck- \$15.00hr (1 truck for 3hrs) = \$45.00 (To deliver and pickup Msg. Boards)

**Total Message Board Fees: \$660.00**

### **Other Equipment**

Traffic Cones: 130 @ \$.40 ea for 1 day = \$52.00

A Frame Barricades: 6 @ \$1.75ea for 1 day = 10.50

Personnel- \$30.00hr (1 person for 3hrs total) = \$90.00 (To deliver and pickup traffic equip.)

Pick-up truck- \$15.00hr (1 truck for 3hrs total) = \$45.00 (To deliver and pickup traffic equip.)

**Other Equipment Fees: \$197.50**

**Total Event Fees: \$1,142.50**

**\*Due to another event only 1 message board will be available during this timeframe.**

## Mark Manning

---

**From:** Turney, Joel <JTurney@vcso.us>  
**Sent:** Friday, June 21, 2013 10:19 AM  
**To:** Mark Manning  
**Subject:** RE: VCHA Latin Fest

Mark,

We'll go with the same staffing as last years event. 12 deputies from 1000-2100 hours. \$5940.00

Joel

---

**From:** Mark Manning [<mailto:mmanning@deltonafl.gov>]  
**Sent:** Wednesday, June 19, 2013 4:26 PM  
**To:** Turney, Joel  
**Subject:** RE: VCHA Latin Fest

Hey Joel,

Do you have a number for VCISO tabulated for this event yet? It looks like a decision has been made to try and get the item on the agenda for the 1<sup>st</sup> meeting in July instead of the 2<sup>nd</sup> meeting which is what I had planned for. Thanks

Mark

---

**From:** Mark Manning  
**Sent:** Thursday, May 23, 2013 12:31 PM  
**To:** [jturney@vcso.us](mailto:jturney@vcso.us); Kristina Wilson; Robert Staples; Leigh Grosvenor  
**Subject:** VCHA Latin Fest

Everyone,

The Volusia County Hispanic Association has submitted a special event application for their annual Latin Fest for Sunday, September 15<sup>th</sup> 2013 at Dewey Boster. They are requesting a waiver of all fees associated with this event. Please have your costs to me no later than Tuesday, June 25<sup>th</sup>. Thanks

Kristina – Please include the cost for one message board only (The other is being used by Parks for a concert on Saturday, September 14<sup>th</sup>). They will also need the large generator, traffic cones and barricades. I am not sure how many Crystal provides but I think you should be able to pull up the records from last year

Leigh – Your contact for this event is Emma Santiago

Chief – Same fire presence as last year

Joel – Same police presence as last year

Mark

---

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Deltona's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive



## AGENDA MEMO

**TO:** Mayor & City Commission

**AGENDA DATE:** 7/1/2013

**FROM:** William D. Denny, Acting City Manager

**AGENDA ITEM:** 10 - B

**SUBJECT:** Resolution No. 2013-24, City of Deltona Local Housing Assistance Plan (LHAP) for 2013-2016.

**LOCATION:**

Citywide

**BACKGROUND:**

The City of Deltona's State Housing Initiatives Partnership (SHIP) program was established in accordance with Section 420.907-9079, Florida Statutes (F.S.) and Chapter 67-37 Florida Administrative Code (F.A.C.). The City began an Affordable Housing Assistance Program through the passage of Ordinance 08-2001 on May 1, 2001. The City's SHIP program also furthers the Housing Element of the City's Comprehensive Plan.

Within the SHIP program, the City is required to have a Local Housing Assistance Plan (LHAP) that increases the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership that uses public and private funds to reduce the cost of housing components (i.e. purchase assistance, home repairs, etc.) for residents.

Deltona receives funds from the State of Florida through SHIP in annual allocations from the Florida Housing Finance Corporation (FHFC). Every three (3) years, the City must submit an LHAP outlining the strategies to expend the funds. The current LHAP expires this fiscal year and a new LHAP must replace that document for the next three (3) year from period 2013-2016.

Under the LHAP, entitlement communities are permitted to use monies deposited into a local housing assistance trust fund for implementation and administration purposes. Resolution No. 2013-24 approves the LHAP for the period of 2013-2016 in a format acceptable to the FHFC. However, the newly established Affordable Housing Advisory

Committee (AHAC) will be reviewing this LHAP going forward and may make recommendations to the City Commission in the future to amend the LHAP during the three (3) period.

**ORIGINATING DEPARTMENT:**

Housing and Community Development

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Attorney, Finance Director, Planning Director

**STAFF RECOMMENDATION PRESENTED BY:**

Presented by: Chris Bowley, AICP, Director of Planning and Development Services - Staff recommends approval of Resolution No. 2013-24 to adopt the City of Deltona's Local Housing Assistance Plan (LHAP).

**POTENTIAL MOTION:**

"I hereby move to approve Resolution No. 2013-24 to adopt the City of Deltona's Local Housing Assistance Plan (LHAP)."

**AGENDA ITEM APPROVED BY:**

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William D. Denny, Acting City Manager

**ATTACHMENTS:**

- Resolution No. 2013-24
- Local Housing Assistance Plan 2013-2016
- LHAP Certification Form

**RESOLUTION NO. 2013-24**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, PERTAINING TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act (the Act) and Rule 67-37, Florida Administrative Code, (the Rule) require local governments to develop a one to three year Local Housing Assistance Plan (LHAP), outlining how the Act's funds will be used; and

**WHEREAS**, the City of Deltona created a new Affordable Housing Advisory Committee (AHAC) on June 17, 2013, to review the Local Housing Assistance Plan, as well as to provide recommendations on all of the City's affordable housing programs; and

**WHEREAS**, the City of Deltona's Local Housing Assistance Plan was developed for the 2013-14, 2014-2015, and 2015-2016 plan years; and

**WHEREAS**, the City of Deltona's Affordable Housing Advisory Committee will be reviewing and providing updates and amendments to the City's Local Housing Assistance Plan during the period of 2013-14, 2014-2015, and 2015-2016 plan years.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**SECTION 1.** The City Commission has reviewed the Local Housing Assistance Plan.

**SECTION 2.** The City Manager is directed to submit the plan to the Florida Housing Finance Corporation for approval.

**SECTION 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND RESOLVED BY** the City Commission of the City of Deltona, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Deltona, Florida  
Resolution No. 2013-24  
Page 2 of 2

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JOHN C. MASIARCZYK, MAYOR

ATTEST:

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JOYCE RAFTERY, CITY CLERK

Approved as to form & legality for  
use and reliance by the City of Deltona

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GRETCHEN R. H. VOSE, CITY ATTORNEY

**CITY OF DELTONA, FLORIDA**

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**FISCAL YEARS COVERED**

**2013/2014, 2014/2015, 2015/2016**

## I. PROGRAM DESCRIPTION

### A. Name of the participating local government and Interlocal if Applicable:

City of Deltona, Florida

Inter-local: Yes \_\_\_\_\_ No  X

### B. Purpose of the Program:

Creation of the LHAP Plan (Plan) is for the purpose of meeting the housing needs of the very low, low, and moderate income households, to expand production of and to preserve affordable housing, and to further the housing element of the local government Comprehensive Plan that is specific to affordable housing.

### C. Fiscal Years Covered by the Plan:

2013/2014

2014/2015

2015/2016

### D. Governance:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes (F.S.) and Chapter 67-37 Florida Administrative Code (F.A.C.). The City of Deltona's Affordable Housing Assistance Program was enacted by the passage of Ordinance 08-2001 on May 1, 2001, and was signed into law on May 7, 2001. Thus, the SHIP Program furthers the Housing Element of the local government Comprehensive Plan.

### E. Local Housing Partnership:

The City's SHIP Program encourages building active partnerships between government, lenders, builders, developers, real estate professionals, and advocates for low-income persons and community groups.

### F. Leveraging:

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing.

SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs to provide a local match to obtain housing grants or programs.

**G. Public Input:**

Public input was solicited through in-person meetings with housing providers, social service providers, local lenders, and neighborhood associations. Public input was solicited through the local newspaper through the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:**

The City shall advertise the Notice of Funding Availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Discrimination:**

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

**J. Support Services and Counseling:**

Support services are available from various sources. Available support services may include but are not limited to homeownership counseling (pre and post), credit counseling, tenant counseling, and transportation modes.

**K. Purchase Price Limits:**

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning no earlier than the fourth (4<sup>th</sup>) calendar year prior to the year in which the award occurs. The sales price of new and existing units, may be lower, but may not be 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- Independent Study (copy attached)  
 U.S. Treasury Department  
 Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts:

Maximum Sales Price: \$280,384.00

**L. Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits used in the SHIP Program are updated annually from the HUD and distributed by the Florida Housing Finance Corporation. The term “affordable” means that monthly rents or mortgage payments, including taxes and insurance, do not exceed 30% of that amount which represents the percentage of the median annual gross income for the households, as indicated in Sections 420.9071 (19), (20) and (28), F.S. The intent is not to limit an individual household’s ability to devote more than 30% of its income for housing. Housing for a household that devotes more than 30% of its income shall be deemed affordable when the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and, in the case of rental housing, for rents that do not exceed those rental limits adjusted for bedroom size.

**M. Welfare Transition Program:**

Should an eligible sponsor be used, the City has developed a qualification system and selection criteria for applications for awards to eligible sponsors. This includes a description that demonstrates how eligible sponsors, including those employed personnel from the Florida Welfare Transition Program, will be given preference in the selection process.

**N. Monitoring and First Right of Refusal:**

In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan for rental developments shall annually monitor and determine tenant eligibility or, to the extent that another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in

the original amount of \$3,000 or less shall not be subject to annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored on an annual basis for a minimum of 15 years or the term of assistance; whichever is longer, unless as specified above.

**O. Sponsors:**

As an option and for the continued occupancy of eligible persons, eligible sponsors that offer rental housing before the 15-year period of the loan, or have a remaining mortgage funded under this program, must give a right of first refusal to an eligible nonprofit organization for home purchase at the current market value.

**P. Administrative Budget:**

A detailed listing, including a line-item budget of proposed Administrative Expenditures, is attached as Exhibit A. These are presented on an annual basis for each State fiscal year submitted. The City of Deltona finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the Local Housing Assistance Plan.

A county or an eligible municipality may not exceed the 5% limitation on administrative costs, unless its governing body finds by resolution that 5% of the local housing distribution, plus 5% of program income, is insufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan. The cost of administering the program may not exceed 10 percent of the local housing distribution, plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17) and eligible municipalities receiving a local housing distribution of up to \$350,000, may use up to 10% of program income for administrative costs.

*The City of Deltona has adopted the above findings in the attached resolution. Please see Exhibit E.*

**Q. Program Administration:**

Administration of the local housing assistance plan is the responsibility of the City of Deltona. Should a third party entity or consultant contract for all or part of the administrative or other functions of the program, detail of the duties, and the qualification and selection criteria will be made available.

**R. Essential Service Personnel:**

The City will operate as defined in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(10), F.A.C. and Section 420.9075(3) F.S.

**S. Section 420.9075(3)(d), F.S.:**

Green techniques for energy conservation and water conservation include careful use of salvage/recycling processes, preservation of wildlife habitat, healthy environmental provisions, and the usage of durable and sustainable products. This includes the incorporation of high-energy products and materials. Green building techniques, such as those previously mentioned and those described in the City of Deltona's Ordinance No. 42-2008, will be incorporated into the various Deltona SHIP strategies that involve construction/rehabilitation.

**T. Homebuyer Education and Counseling:**

Homebuyer education and counseling is a service provided by a HUD certified housing counselor in conjunction with the City's Purchase Assistance strategies to assist households in learning about how to purchase a home, maintain a home after purchase, and to prevent future foreclosures. As part of the qualification process, all applicants will be required to attend homebuyer education and maintenance classes. Homebuyer counseling for credit issues and other matters will be provided, as needed, in order to prepare an eligible applicant for homeownership. A minimum of \$2,500 has been set aside in each grant year for this activity to hire outside counselors and other contractors, as deemed necessary.

**II. LHAP HOUSING STRATEGIES****A. Purchase Assistance with Potential Rehabilitation Program:****a. Summary of the Strategy:**

This strategy assists eligible first time homebuyers with a deferred payment loan to be applied as gap-financing, based on need, towards down payment, closing costs, interest rate buy-down, and/or principal reduction and rehabilitation for the purchase of eligible housing; which includes single family homes, townhouses, condominiums, villas, or State approved manufactured buildings (pursuant to Chapter 553.35 F.S). Eligible housing types under this strategy include existing and newly constructed homes.

b. **Fiscal Years Covered:**

2013/2014; 2014/1015; 2015/2016

c. **Income Categories to be Served:**

Household incomes that are at or below 120% of the area median income adjusted for household size are eligible to be served in the program. For the purposes of the SHIP Program, very low, low and moderate income households are defined in SHIP Statute Section 420.9071. The income limits are annually provided by HUD and distributed by the Florida Housing Finance Corporation. Preference will be given to applicants that are below 50% level.

d. **Maximum Award:**

<u>Income Limit</u>	<u>Max DPA</u> +	<u>Max Rehab</u>	=	<u>Max Award/ Per Unit</u>
Very Low	\$40,000	\$10,000	=	\$50,000
Low	\$30,000	\$10,000	=	\$40,000
Moderate	\$20,000	\$10,000	=	\$30,000

e. **Terms, Recapture, and Default:**

- The maximum Down Payment Assistance for this strategy will be provided in the form of a second subordinate mortgage to the first mortgage that has a zero (0%) interest deferred payment, forgivable loan for a term of 30 years. The loan term is 30 years. At the end of 30 years, the loan is forgiven.
- If a default occurs during a 30-year loan term, the entire balance of the loan is due and payable.
- When SHIP funds are combined with Florida Housing Finance Corporation Programs for purchase assistance, the SHIP Administrator has the option of allowing the City's SHIP funds to be awarded as a third mortgage.
- Mortgage payments, including taxes and insurance, may not exceed 30% of an amount representing the percentage of the annual gross income for the household. No more than 45% of the combined mortgage payment shall include taxes insurance and overall debt.
- Repairs to the home, if applicable, may not begin until after the closing. Therefore, City SHIP funds will be provided as a subordinate mortgage to the City SHIP funds at zero (0%) interest, deferred

payment, for a forgivable loan upon the five (5) year event.

- The deferred payment forgivable loans shall immediately become due and payable to the City, if any of the following occurs:
  1. Homeowner sells, transfers, or disposes of the property by any means, including bankruptcy, foreclosure, or deed in lieu of foreclosure;
  2. Homeowner no longer occupies the unit as their principal residence;
  3. Homeowner dies, or if married couple, the survivor dies; or
  4. Homeowner refinances their first mortgage or requires subordination for a new second mortgage.
  5. An heir may assume the debt as long as they are income eligible and become the owner-occupant.
- Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a mortgage and a promissory note for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of the Circuit Court for Volusia County.

f. **Recipient Selection Criteria:**

Funds will be made available on a first come, first qualified, first served basis while funds are available;

- All dwelling units will be within the Deltona city limits;
- HUD defined manufactured homes (mobile homes) are not eligible for assistance;
- Applicants are required to submit a completed City of Deltona SHIP Application and provide all written documentation requested including income, and other eligibility and qualification parameters; and
- A first time homebuyer is defined as an eligible applicant who has not owned a home within the last three (3) years preceding the application for SHIP assistance. However, someone who has lost his or her home as a result of divorce within the last three years, a single parent, or a very low or low income person living in a substandard dwelling that cannot be brought into compliance with local building codes for less than the cost of constructing a permanent structure, meets the first-time homebuyer definition.
- Applicants must be credit ready and have sufficient income required to obtain mortgage financing from participating lenders;

- Applicants must attend and complete a Homebuyer Education Counseling course provided by or approved by the City.
- A Home Quality Standards (HQS) inspection must be conducted by the applicant's certified housing inspector or the City Housing Program's designated HQS inspector.
- Mortgage payments, including taxes and insurance, may not exceed 30% of an amount representing the percentage of the annual gross income for the household and no more than 45% combined mortgage payment, including taxes, insurance, and overall debt.
- Persons who qualify for SHIP assistance must contractually agree to all SHIP Program guidelines and City of Deltona requirements, recapture provisions, and certify that the unit assisted will be their principal residence.
- Per Section 420.9075(1)(a), F.S., preference will be given to those eligible recipients with special housing needs, including but not limited to, homeless people, the elderly, migrant farm workers, and person with disabilities; if in accordance with all applicable Federal or State laws.

**g. Sponsor Selection Criteria, if applicable:**

The City of Deltona may choose a sponsor to assist in the administration of this strategy by advertising Deltona's purchase and procurement guidelines. The sponsors may be a private corporation, a not for profit corporation, or a community-based organization. Selection is based on the sponsor's ability to proceed, past experience in related fields, and performance.

**h. Additional Information:**

- Lender Participation Guidelines;
- Institutional first mortgage lender with no private owner financing;
- First mortgages shall be at a fixed rate. The rate may not exceed two (2) points above the current 60-day Fannie Mae par pricing;
- The term of the loan shall be for 30 years;
- Loan origination and broker fees as combined, may not exceed 2% of the sales price;
- The purchase price may not exceed the sales price of the home;
- There is no pre-payment penalty;
- There is "No Cash Back" to the borrower on the HUD-1 Settlement

Statement;

- Funds will be encumbered for eligible applicants whose contracted homes are deemed repairable according to program guidelines; and
- The City or its designee will facilitate the work write up on inspections to ensure that all work is performed by a licensed and insured contractor.

**B. Acquisition and Rehabilitation of Homes Program:**

**a. Summary of the Strategy:**

SHIP funds, if consistent with FHFC expenditure guidelines, may be used by the City (not a developer) to acquire and rehabilitate existing homes for low or very low income households. This strategy would be analogous to the City's HUD-funded Neighborhood Stabilization Program (NSP).

Similar to the NSP, the City would buy, rehabilitate, and then sell the homes to qualified applicants. The City would use licensed general contractors that have been selected through the City procurement process to perform the rehabilitation work.

**b. Fiscal Years Covered:**

2013/2014; 2014/1015; 2015/2016

**c. Income Categories to be Served:**

Household incomes at or below 80% of the area median income adjusted for household size. For the purposes of the SHIP Program, very low, low and moderate income households are defined in SHIP Statute Section 420.9071. The income limits are annually provided by HUD and distributed by the Florida Housing Finance Corporation. Preference will be given to applicants below 50% level.

**d. Maximum Award:**

Very Low Income:     \$150,000  
Low Income:            \$150,000

**e. Terms, Recapture and Default:**

The City of Deltona will provide a forgivable second mortgage, at 0% interest, and a deferred loan for a term of up to 30 years.

Minimum affordability period is:

- 5 Years Assistance: \$0 - \$14,999
- 10 Years Assistance: \$15,000- \$25,000
- 30 Years Assistance: \$25,001 and up

The 0% interest and deferred payment forgivable loans shall immediately become due and payable to the City if any of the following occurs:

- Homeowner sells, transfers, or disposes of the property by any means, including bankruptcy, foreclosure, or deed in lieu of foreclosure;
- Homeowner no longer occupies the unit as their principal residence;
- Homeowner dies, or if married couple, the survivor dies; or
- Homeowner refinances their first mortgage or requires subordination for a new second mortgage.
- An heir may assume the debt as long as they are income eligible and become the owner-occupant.
- Mortgage payments, including taxes and insurance may not exceed 30% of an amount representing the percentage of the annual gross income for household; and no more than 45% combined mortgage payment, including taxes insurance and overall debt.
- Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a mortgage and a promissory note for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of the Circuit Court for Volusia County.

f. **Recipient Selection Criteria:**

Funds will be made available on a first come, first qualified, first served basis while funds are available;

- All dwelling units will be within the Deltona city limits;
- HUD defined manufactured homes (mobile homes) are not eligible for assistance;
- Applicants are required to submit a completed City of Deltona SHIP Application and provide all written documentation requested including income, and other eligibility and qualification parameters; and;
- Persons who qualify for SHIP assistance must contractually agree to all SHIP Program guidelines, City of Deltona requirements, including recapture provisions and certify that the unit assisted is their principal

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residence.

g. **Sponsor Selection Criteria, if applicable:**

The City of Deltona may choose a sponsor to assist in the administration of this strategy by advertising using the City of Deltona purchase and procurement guidelines. The sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection is based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- Applicants must be credit ready and have sufficient income required to obtain maximum first mortgage financing from participating lenders;
- Applicants must attend and complete a Homebuyer Education Counseling course provided by or approved by the City.
- A Home Quality Standards (HQS) inspection must be conducted by the applicant's certified housing inspector or the City Housing Program's designated HQS inspector.
- Lender Participation Guidelines:
  1. Institutional first mortgage lender; no private owner financing. First mortgages shall be at a fixed rate.
  2. The interest rate may not exceed two (2) points above the current Fannie Mae par pricing at time of first mortgage closing.
  3. The term of the loan shall be 30 year fixed rate.
  4. Loan origination and broker fees combined, may not exceed more than 2% of the sales price
  5. The purchase price may not exceed the sales price of the home.
  6. No pre-payment penalty;
  7. No Cash Back to borrower on the HUD-1 Settlement Statement.

C. **Owner Occupied Rehabilitation Assistance Program:**

a. **Summary of the Strategy:**

This strategy offers eligible homeowners assistance with needed repairs, and alterations to improve their health, safety, and well-being. Assistance to make a home barrier free for special needs households is also eligible. This strategy also includes reconstruction and demolition if home is not financially feasible to repair.

b. **Fiscal Years Covered;**

2013/2014; 2014/1015; 2015/2016

c. **Income Categories to be Served:**

Serviceable categories are for household incomes that are at or below 80% of the area median income adjusted for household size. For the purposes of the SHIP Program, very low and low income households are defined in SHIP Statute Section 420.9071. The income limits are annually provided by HUD and distributed by the Florida Housing Finance Corporation. Preference will be given to applicants below the 50% level. Further, per Section 420.9075(1)(a), F.S., preference will be given to those eligible recipients with special housing needs, including but not limited to, the elderly, migrant farm workers, and person with disabilities and in accordance with all applicable Federal or State laws.

d. **Maximum Award:**

Maximum award is as follows:

<u>Income Limit</u>	<u>Maximum</u>
Very Low	\$25,000
Low	\$25,000

e. **Terms, Recapture, and Default:**

The City of Deltona will provide a second mortgage deferred payment, zero interest (0%), forgivable loan for a term of up to 10 years. However, if the award is \$9,999.99 or less, then the award will be considered a grant, and not subject to recapture. The intent of the \$9,999.99 non-recapture award is to facilitate minor or limited repair activity without encumbering a dwelling with a mortgage to achieve a minor repair.

Minimum affordability period is:

5 Years	Assistance	\$10,000 - \$14,999
10 Years	Assistance	\$15,000- \$25,000

The deferred payment forgivable loan shall immediately be due and payable to the City if any of the following occurs:

- Homeowner sells, transfers, or disposes of the property by any means,

including bankruptcy, foreclosure, or deed in lieu of foreclosure;

- Homeowner no longer occupies the unit as their principal residence;
- Homeowner dies, or if a married couple, the survivor dies;
- Homeowner refinances their first mortgage or requires subordination for a new second mortgage;
- An heir may assume the debt as long as they are income eligible and become the owner-occupant; and
- Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a mortgage and a promissory note for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of the Circuit Court for Volusia County.

f. **Recipient Selection Criteria:**

Funds will be made available on a first come, first complete, first served basis, while funds are available:

- All dwelling units will be within the Deltona city limits;
- HUD defined manufactured homes (mobile homes) are not eligible for assistance;
- Applicants are required to submit a completed City of Deltona SHIP Application and provide all written documentation requested including income, and other eligibility and qualification parameters;
- Persons who qualify for SHIP assistance must contractually agree to all SHIP Program guidelines, City of Deltona requirements, including recapture provisions and certify that the assisted unit is their principal residence. Applicants must attend and complete a Homebuyer Education Counseling course provided by or approved by the City; and
- A Home Quality Standards (HQS) inspection must be conducted by the applicant's certified housing inspector or the City Housing Program's designated HQS inspector.

g. **Sponsor Selection Criteria, if applicable:**

The City of Deltona may choose a sponsor to assist in the administration of this strategy by using the City's purchasing and procurement guidelines. The sponsors may be a private corporation, a not for profit corporation, or a community based organization. Selection is based on the

sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

If it is determined by the City of Deltona SHIP Program that the applicant meets income eligibility guidelines, a home inspection and work write-up will be completed by the City or its designee. Applicants whose homes are beyond repair may apply for demolition and replacement.

- Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines;
- The City or its designee will perform a work write up and conduct inspections. All construction will be performed by a licensed and insured contractor;
- All mortgagees, taxes, and special assessments must be current and paid;
- All homes eligible for rehabilitation must be owner-occupied with fee simple title;
- Applicants eligible to receive demolition and replacement assistance must have applied to the rehabilitation program and their home declared beyond repair;
- Funds will be encumbered for eligible applicants whose lots are deemed buildable according to the program guidelines; and
- The City, or its designee, will manage the contractor bid process and inspections to ensure that all work is performed by a licensed and insured contractor.

D. **Multi-Family Rental Units, New Construction, & Rehabilitation:**

a. **Summary of the Strategy:**

SHIP funds may be used as part of the local contribution when participating in programs such as, the Low Income Housing Tax Credit (LIHTC) program, State Apartment Incentive Loan (SAIL) program, the State HOME program and other programs, as applicable, when they are used to perform new construction and/or rehabilitation of multi-family rental housing developments. Eligible activities include payment of impact fees, infrastructure expenses, and soft/hard costs.

b. **Fiscal Years Covered:**

2013/2014; 2014/1015; 2015/2016

c. **Income Categories to be served:**

Household incomes that are at or below 80% of the area median income adjusted for household size. For the purposes of the SHIP Program, very low, low and moderate income households are defined in SHIP Statute Section 420.9071. The income limits are annually provided by HUD and distributed by the Florida Housing Finance Corporation. Per Section 420.9075(1)(a), F.S., preference will be given to those eligible recipients with special housing needs, including, but not limited to, homeless people, the elderly, migrant farm workers, and person with disabilities, in accordance with all applicable Federal or State laws.

d. **Maximum Award:**

Maximum award of \$50,000 per unit.

e. **Terms, Recapture, and Default:**

Assistance is provided to an eligible developer/sponsor through payment of impact fees, infrastructure expenses, and construction hard/soft costs. The assistance shall be provided in the form of a loan. All properties are subject to recapture of funds through a lien placed on the property to recapture funds, if the property is sold. The loan is a 15-year term, with a zero (0%) percent interest rate. No payments are due until the end of the 15-year term. For the purpose of the Agreement between the City and the property owner, "sold" shall mean the property is sold in a fee-simple arms-length transaction, and the title transferred. Rental units receiving SHIP funds shall be monitored annually for compliance with tenant income and affordability requirements by the City for 15 years, as required by the SHIP program. The development will be monitored for compliance with an FHFC funding source that meets or exceeds this requirement and that compliance is acceptable for SHIP compliance.

f. **Recipient Selection Criteria:**

An eligible recipient shall be assisted on a first come, first ready basis. The beneficiary shall have a household income at or below 80% of the area median income that is adjusted for household size and shall meet all eligibility requirements of the SHIP Program.

g. **Sponsor Selection Criteria, if applicable:**

An eligible developer/sponsor may submit applications at any time for assistance. Eligible costs include payment of impact fees, infrastructure expenses, and/or construction soft/hard costs. Applicants will be evaluated and awarded based upon the following criteria: the financial strength of the developer/sponsor; capacity; features of the proposed development; marketing plan for the proposed project; site control; affordability of the development; previous similar work experience; and whether or not personnel from the Florida Welfare Transition Program will be employed. Eligible developers/sponsors must contractually commit to follow the guidelines of the SHIP Program.

h. **Additional Information:**

In the case of rental housing, there will be monitoring and first right of refusal for the City's SHIP Program. Staff or entity that has administrative authority for implementing the LHAP in assisting rental developments shall annually monitor and determine tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to annual monitoring and the determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for at least 15 years or the term of assistance; whichever is longer, unless as specified otherwise.

E. **Foreclosure Prevention Assistance Program:**

a. **Summary of the Strategy:**

This strategy is used to provide homeowners who have previously received City SHIP or HHR assistance the opportunity to avoid foreclosure and retain their homes. This is a one-time per household assistance strategy.

b. **Fiscal Years Covered:**

2013/2014; 2014/1015; 2015/2016

c. **Income Categories to be Served:**

Household incomes at or below 120% of the area median income adjusted for household size. For the purposes of the SHIP Program, very low, low and moderate income households are defined in SHIP Statute Section 420.9071. The income limits are annually provided by HUD and

distributed by the Florida Housing Finance Corporation.

Per Section 420.9075(1)(a), F.S., preference will be given to those eligible recipients with special housing needs, including, but not limited to, the elderly, migrant farm worker, and persons with disabilities; in accordance with all applicable Federal or State laws.

d. **Maximum Award:**

Income Limits

- Very Low \$7,500
- Low \$7,500
- Moderate \$7,500

e. **Terms, Recapture, and Default:**

The City of Deltona will provide a 0% interest forgivable deferred payment loan for 5 years. The deferred payment forgivable loan shall immediately become due and payable to the City if any of the following occurs:

- Homeowner sells, transfers, or disposes of the property by any means, including bankruptcy, foreclosure, or deed in lieu of foreclosure;
- Homeowner no longer occupies the unit as their principal residence;
- Homeowner dies, or if married couple, the survivor dies;
- Homeowner refinances their first mortgage or requires subordination for a new second mortgage; and
- An heir may assume the debt as long as they are income eligible and become the owner-occupant.

Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a mortgage and a promissory note for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of the Circuit Court for Volusia County.

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available;
- All dwelling units will be within the Deltona city limits. HUD defined manufactured homes (mobile homes) are not eligible for assistance;

- Applicants are required to submit a completed City of Deltona SHIP Application and provide all written documentation requested including income, and other eligibility and qualifications parameters;
- All assisted applicants still residing in the same dwellings must have previously received SHIP or HHRP homeownership assistance, such as purchase, rehabilitation, or disaster assistance;
- Applicants must be at least 2 months arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings will begin;
- Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid delinquency;
- Applicants must be income qualified and have sufficient income required to maintain their SHIP mortgage after foreclosure assistance is received;
- Applicants may receive the foreclosure strategy one time only;
- Applicants must demonstrate through documentary evidence that non-payment of their mortgage is due to one of the following reasons:
  1. Sudden Loss of Income;
  2. Sudden Medical Expenses;
  3. Divorce or Separation;
  4. Death in Family; and
  5. Unforeseen home repair bills.
- Persons who qualify for SHIP assistance must contractually agree to all SHIP Program guidelines, and City of Deltona requirements, including recapture provisions and certify that the unit assisted is their principal residence.

g. **Sponsor Selection Criteria, if applicable:**

The City of Deltona may choose a sponsor to assist in the administration of this strategy by advertising using the City of Deltona purchase and procurement guidelines. The sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection is based on the sponsor's ability to proceed, past experience in related fields, and performance.

F. **Disaster Mitigation/Recovery Assistance Program:**

a. **Summary of the Strategy:**

In the event of a Federal or State declared disaster affecting all or part of the City of Deltona, the City Commission reserves the right to utilize unencumbered SHIP funds to support this contingency strategy. Regulations require that the disaster be declared by Executive Order.

SHIP disaster mitigation/recovery funds may be used to provide assistance to eligible persons occupying affordable housing. Funds will be leveraged, when feasible, with the homeowner's flood insurance policy, FEMA Hazard Mitigation Grant Program and/or other disaster funds. SHIP disaster awards must be directly related to assisting disaster victims. SHIP disaster funds may be used for items such as, but not limited to:

- Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
- Construction of wells or repair of existing wells where public water is not available;
- Payment of insurance deductibles for rehabilitation of homes covered under homeowners insurance policies;
- Security deposit, rental assistance for the duration of Florida Office of the Governor Executive Order No. 04-182, for eligible recipients that have been displaced from their homes due to damage from the storm; and
- Owner occupied rehabilitation; for eligible recipients with storm damages in need of repairs to improve their health, safety and well-being or contribute to structural integrity and preservation of their owner occupied home.

b. **Fiscal Years Covered:**

2013/2014; 2014/1015; 2015/2016

c. **Income Categories to be Served:**

Household incomes at or below 120% as defined by the U.S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program. Preference will be given to applicants below 50%.

d. **Maximum Award:**

Income Limit                      Maximum

Very Low	\$40,000
Low	\$30,000
Moderate	\$20,000

e. **Terms, Recapture and Default:**

SHIP funds for this activity will be in the form of a grant and shall not be subject to recapture, in the form zero (0%) deferred payment forgivable loan, for a term of 10 years. On each of the first ten (10) anniversaries of the date of conveyance of title, ten (10%) of the amount owed will automatically be forgiven and will not have to be repaid. Minimum affordability period is:

<u>Term</u>	<u>Amount</u>
Grant No Recapture	\$0 - \$14,999
10 Years	\$15,000- \$40,000

The deferred payment forgivable loan shall immediately become due and payable to the City if any of the following occurs:

- Homeowner sells, transfers, or disposes of the property by any means, including bankruptcy, foreclosure, or deed in lieu of foreclosure;
- Homeowner no longer occupies the unit as their principal residence;
- Homeowner dies, or if married couple, the survivor dies;
- Homeowner refinances their first mortgage or requires subordination for a new second mortgage; or
- An heir may assume the debt as long as they are income eligible and become the owner-occupant.

Recipients of SHIP awards will be required to contractually commit to program guidelines. The recipients will execute a mortgage and a promissory note for the value of the award received. The mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of the Circuit Court for Volusia County.

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available;
- All dwellings will be within the Deltona city limits;
- HUD defined manufactured homes (mobile homes) are not eligible

for assistance;

- Applicants are required to submit a completed City of Deltona SHIP Application and provide all written documentation requested including income, eligibility and qualification-parameters;
- Persons who qualify for SHIP assistance must contractually agree to all SHIP Program guidelines, City of Deltona requirements, including recapture provisions and certify that the unit assisted is their principal residence;
- Applicants must attend and complete a Homebuyer Education Counseling course provided by or approved by the City; and
- A Home Quality Standards (HQS) inspection must be conducted by the applicant's certified housing inspector or the City Housing Program's designated HQS inspector.

g. **Sponsor Selection Criteria, if applicable:**

The City of Deltona may choose a sponsor to assist in the administration of this strategy by advertising using the City of Deltona purchase and procurement guidelines. The sponsors may be a private corporation, a not for profit corporation, or a community based organization. Selection is based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- Applicants for disaster mitigation/recovery will be given priority above others on the waiting lists for other strategies.
- Funds will not be allocated to this strategy except in the case of a Federal or State declared disaster.

### III. **LHAP INCENTIVE STRATEGIES:**

In addition to Strategy A and Strategy B listed below, list all incentives as provided in 420.9076 (4) F.S.

**A. Name of the Strategy: Expedited Permitting**

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

**a. Established Policy and Procedures:**

The City of Deltona has instituted a policy that affordable housing projects

can be placed ahead of other projects to prevent delays. All SHIP-funded projects requiring a permit or any designated affordable housing project, which have been coordinated with the Department of Planning and Development Services will receive expedited permit processing. All such applications will be put on colored paper in order to easily identify them from other permit requests.

**B. Name of the Strategy: Ongoing Review Process**

There is an on-going review process for local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

**a. Established Policy and Procedures:**

For established policy and procedures, when any local policies, ordinances, regulations, and plans are prepared that would increase the cost of housing, the City shall provide a draft of said policies, ordinances, regulation, and plans to the Community Development Division for their review. Analysis and comments on how such initiative(s) may impact the cost of housing for lower income households. A memorandum from the Community Development Division will be included in the packets for consideration by the Planning and Zoning Board and/or the City Commission to assist them when they make their recommendations/decisions.

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan, Exhibit A.
- B. Timeline for Encumbrance and Expenditure: Chapter 67-37.005(6)(d) and F.A.C. A separate timeline for each fiscal year covered in this plan is attached as Exhibit B.
- C. Housing Delivery goals Chart (HDGC) For Each Fiscal Year Covered in the Plan. Completed HDGC for each fiscal year is attached as Exhibit C.
- D. Certification Page: Signed Certification will be submitted with the final document.
- E. Adopting Resolution: A Resolution will be submitted with the final document.
- F. Program Information Sheet: The completed Program Information Sheet is attached as Exhibit F.
- G. Ordinance: N/A
- H. Interlocal Agreement: N/A

**Exhibit A**

## ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Fiscal Year 2013/2014	
Salaries and Benefits	\$ 250.00
Office Supplies and Equipment	\$ -
Travel Perdiem Workshops, etc	\$ -
Advertising	\$ -
	<u>\$ 250.00</u>

Fiscal Year 2014/2015	
Salaries and Benefits	\$ 250.00
Office Supplies and Equipment	\$ -
Travel Perdiem Workshops, etc	\$ -
Advertising	\$ -
	<u>\$ 250.00</u>

Fiscal Year 2015/2016	
Salaries and Benefits	\$ 250.00
Office Supplies and Equipment	\$ -
Travel Perdiem Workshops, etc	\$ -
Advertising	\$ -
	<u>\$ 250.00</u>

Based on a distribution of \$0  
Admin from program income







**FLORIDA HOUSING FINANCE CORPORATION  
HOUSING DELIVERY GOALS CHART**

Please check applicable box

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2013/2014

New Plan:  X

Amendment:

Fiscal Yr. Closeout:

Name of Local Government: \_\_\_\_\_ Estimated Funds: \$5,000.00

Strategy #	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
From Plan Text	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
III. A.	Purchase Assistance		\$50,000		\$40,000		\$30,000				\$0.00	0.00%	0
III. B.	Acquisition & Rehabilitation of Homes		\$150,000		\$150,000						\$0.00	0.00%	0
III. C.	Owner Occupied Rehabilitation of Homes	1	\$25,000		\$25,000				\$5,000.00		\$5,000.00	100.00%	1
III. E.	Foreclosure Prevention Assistance		\$7,500		\$7,500		\$7,500				\$0.00	0.00%	0
III. F.	Disaster Mitigation/Recovery Assistance		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	<b>Subtotal 1 (Home Ownership)</b>	1		0		0		\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	1

235	RENTAL STRATEGIES	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
III. D.	Multi-Family Rental Units - New Constr/Rehab		\$50,000		\$50,000		50000				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	<b>Subtotal 2 (Non-Home Ownership)</b>	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees											0.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	<b>GRAND TOTAL</b>												
	Add Subtotals 1 & 2, plus all Admin. & HO Counseling	1		0		0		\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	1

Percentage Construction/Rehab: \_\_\_\_\_ Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. #DIV/0!

Maximum Allowable Purchase Price: \_\_\_\_\_  
 New: \$280,384 Existing: \$230,177

Allocation Breakdown	Amount	%	Projected Program Income:	Max Amount Program Income For Admin:
Very-Low Income	\$5,000.00	100.0%	\$5,000.00	\$250.00
Low Income		0.0%		
Moderate Income		0.0%		
TOTAL		100.0%	\$5,000.00	

05-Jun-13

FLORIDA HOUSING FINANCE CORPORATION											Please check applicable box			
HOUSING DELIVERY GOALS CHART											New Plan:		X	
STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: <u>2014/2015</u>											Amendment:			
Name of Local Government:											Estimated Funds:	\$5,000.00	Fiscal Yr. Closeout:	
Strategy #	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F	
From Plan Text	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units	
III. A.	Purchase Assistance		\$50,000		\$40,000		\$30,000				\$0.00	0.00%	0	
III. B.	Acquisition & Rehabilitation of Homes		\$150,000		\$150,000						\$0.00	0.00%	0	
III. C.	Owner Occupied Rehabilitation of Homes	1	\$25,000		\$25,000				\$5,000.00		\$5,000.00	100.00%	1	
III. E.	Foreclosure Prevention Assistance		\$7,500		\$7,500		\$7,500				\$0.00	0.00%	0	
III. F.	Disaster Mitigation/Recovery Assistance		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
	<b>Subtotal 1 (Home Ownership)</b>	1		0		0		\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	1	
	<b>RENTAL STRATEGIES</b>	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total	
		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units	
236	III. D. Multi-Family Rental Units - New Constr/Rehab		\$50,000		\$50,000		50000				\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
											\$0.00	0.00%	0	
	<b>Subtotal 2 (Non-Home Ownership)</b>	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0	
	Administration Fees											0.00%		
	Admin. From Program Income											0.00%		
	Home Ownership Counseling											0.00%		
	<b>GRAND TOTAL</b>													
	Add Subtotals 1 & 2, plus all Admin. & HO Counseling	1		0		0		\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	1	
	<b>Percentage Construction/Rehab</b>	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										#DIV/0!		
	<b>Maximum Allowable Purchase Price:</b>							<b>New</b>	\$280,384	<b>Existing</b>	\$230,177			
	<b>Allocation Breakdown</b>	<b>Amount</b>	<b>%</b>	Projected Program Income:		\$5,000.00		Max Amount Program Income For Admin:		\$250.00				
	Very-Low Income	\$5,000.00	100.0%	Projected Recaptured Funds:										
	Low Income		0.0%	Distribution:										
	Moderate Income		0.0%	Total Available Funds:		\$5,000.00								
	<b>TOTAL</b>					100.0%						05-Jun-13		



**LHAP Exhibit F 2013  
67-37.005(1), F.A.C.**

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
PROGRAM INFORMATION SHEET**

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The following information must be furnished to the Corporation before any funds can be disbursed.

<b>Local Government</b>	City of Deltona, Florida
<b>Chief Elected Official</b>	Mayor John C. Masiarczyk, Sr.
<b>Address</b>	2345 Providence Blvd., Deltona, FL 32725
<b>SHIP Administrator</b>	Mari Leisen, Financial Analyst
<b>Address</b>	2345 Providence Blvd., Deltona, FL 32725
<b>Telephone</b>	386-878-8603
<b>EMAIL</b>	mleisen@deltonafl.gov
<b>Alternate SHIP Contact</b>	Diane Hicks, Community Development Supervisor
<b>Telephone</b>	386-878-8616
<b>EMAIL</b>	dhicks@deltonafl.gov
<b>Interlocal Agreement (list other local governments in interlocal)</b>	N/A
<b>Local Government Employer Federal ID #</b>	59-3348668
<b>Disbursement (list bank account information if changed from previous)</b>	N/A
<b>Other Information</b>	

Please attach this form as Exhibit F and submit along with your completed LHAP.

**LHAP 2013  
67-37.005(1), F.A.C.**

**CERTIFICATION TO THE  
FLORIDA HOUSING FINANCE CORPORATION**  
**City of Deltona, Florida**

- (1) The local government will advertise the availability of State Housing Initiatives Partnership (SHIP) funds, if available, pursuant to Florida Statutes (F.S.)
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for assistance.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation (Corporation) will be notified promptly if, at any time, the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan (Plan) shall provide for the expenditure of SHIP funds within 24 months, following the end of the State fiscal year in which they are received.
- (8) The Plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments and Technical Revisions to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds, as well as moneys generated from activities as program income.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation by June 30<sup>th</sup> of each calendar year.

**LHAP 2013  
67-37.005(1), F.A.C.**

- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation by June 30<sup>th</sup> of each calendar year.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability, and other LIHTC requirements. Similarly, any units receiving assistance from other federal programs shall comply with all federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years, which continue to service eligible persons.
- (17) Rental units constructed or rehabilitated with SHIP funds shall be monitored annually for 15 years for compliance with tenant income requirements and affordability requirements, or as required in Section 420.9075 (3)(e).
- (18) The Plan meets the requirements of Section 420-907-9079 F.S., and Rule Chapter 67-37 F.A.C., and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida, have not been implemented (except in Miami-Dade County).

Witness	Mayor John C. Masiarczyk, Sr.
---------	-------------------------------

Witness	Type Name and Title
---------	---------------------

\_\_\_\_\_  
Date

**OR**

\_\_\_\_\_  
Attest:  
(Seal)



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/1/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - C  
**SUBJECT:** Request for approval for a Fence Variance Application for 1686 Hanover Avenue.

**LOCATION:**

1686 Hanover Avenue; generally located at the intersection of Ft. Smith Boulevard and Providence Boulevard.

**BACKGROUND:**

The City received a variance application for an existing fence (Project No. VR13-002) located at 1686 Hanover Avenue. The site is located at the southwest corner of the intersection of Hanover Avenue and Monticello Street. The lot frontage was platted to be oriented towards Hanover Avenue. The lot building envelope matches that lot orientation. However, the house was constructed at an angle to the lot and faces the intersection, rather than have the home's frontage oriented towards Hanover Avenue. Because of this site design issue, the building envelope is altered. Changes to the location of the home, as well as ancillary structures (i.e. fences) become off-set to conform to the position of the home.

Deltona's Building and Code Enforcement Services Department received a complaint about a fence being built without a permit at this location. Officers confirmed that the fence along Monticello Street was constructed without a building permit and notified the property owners to apply for a permit. At the time of permit application, the property owners were notified that the fence is not in compliance with the yard setback requirements, due to the aforementioned building orientation.

The property owners notified the City that there was a special needs child (cognitively disabled) and the fence is needed to provide for a safe environment, as well as to mitigate for the number of sexual offenders who reside in the vicinity of the property. The City Attorney concurred that this is a viable hardship within residential neighborhoods and

the variance application was brought to the Planning and Zoning Board (Board) on June 19, 2013. The Board recommended that the City Commission approve the variance request, with the caveat that staff ultimately study setback criteria on corner lots throughout the City. The fence remains in place along the Monticello Street side yard until this variance request can be determined.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Planning Director, Finance Director, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

Presented by: Chris Bowley, AICP, Director of Planning and Development Services - Staff recommends approval of variance application No. VR13-002, dimensional constraints associated with the lot and building, coupled with the special circumstances of having a disabled child in proximity to potential private nuisances.

**POTENTIAL MOTION:**

"I hereby move to approve the variance application No. VR13-002 to allow the existing fence along the Monticello Street lot line to remain, due to the dimensional constraints associated with the lot and building, coupled with the special circumstances of having a disabled child in proximity to potential private nuisances."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, Acting City Manager

**ATTACHMENTS:**

- P&Z Board Staff Report
- P&Z Report Attachments

# Staff Report

**To:** Planning & Zoning Board

**From:** Chris Bowley, AICP, Director  
Planning & Development Services Department

**Meeting Date:** June 19, 2013

**Subject:** Variance Application VR13-002 – 1686 Hanover Avenue

---

## INTRODUCTION:

William Hanners, owner, has submitted an application for a Zoning Variance for the R-1 property at 1686 Hanover Avenue to build a six foot tall privacy fence in a street side yard.

**APPLICANT:** William Hanners

## SITE INFORMATION:

1. **Tax Parcel No.:** 8130-16-06-0120
2. **Property Addresses:** 1686 Hanover Avenue, Deltona, Florida 32725
3. **Property Acreage:** ± 0.3 Acres
4. **Property Location:** Generally located at the southwest corner of the intersection of Hanover Avenue and Monticello Street.
5. **Property Legal Description:** Lot 12, block 513, Deltona Lakes Unit 16, map book 25, pages 234-240



Figure 1



**Figure 2**



Figure 3



Figure 4

## Location/Existing Conditions

The subject property fronts on Hanover Avenue and is located on the southwest corner of the intersection of Hanover Avenue and Monticello Street. The property is generally located in the northern quadrant of the intersection of Fort Smith and Providence Boulevards.

Deltona's Building and Code Enforcement Services Department received a complaint about a fence being built without a permit. Officers responded and confirmed that the fence along Monticello Street was constructed without a building permit. Officers notified the owners to apply for such permit. Thus, the property owners applied for a building permit and were advised that the fence is not in compliance with the setback requirements. The fence remains along the street side yard and unpermitted at this time (see figure 2).

### A. Zoning

#### 1. Subject Property:

**Existing:** Single Family Residential (R-1)

#### 2. Adjacent Properties:

**North:** Single Family Residential (R-1A)

**South:** Single Family Residential (R-1)

**East:** Single Family Residential (R-1)

**West:** Single Family Residential (R-1)

### B. Zoning Descriptions

Deltona Code of Ordinances, Chapter 110, Section 307

*Purpose and intent.* These classifications are established within the city to provide areas for single-family dwellings and customary accessory buildings. The regulations for this classification are designed to promote the construction and continued use of land for single-family dwellings, and to provide as conditional uses certain structures and uses required to serve the residents, such as churches and noncommercial recreational areas. Prohibited are uses of land that would create potential nuisances to residential areas, adversely affect residential property values, overburden public facilities or create potentially adverse individual or cumulative impacts to adjacent lakes that would diminish their water quality or aesthetic appeal.

- Required Setback (per Land Development Code Section 110-307 (e) (3) (c) :  
Front yard: Minimum 25 feet  
Side street yard: 25 feet.
- Requested setback:  
0 feet
- Requested Variance:  
25 feet

### C. Matters for Consideration

Section 110-1103, Code of City Ordinances, states that the City shall consider the following matters when reviewing applications for zoning variances:

1. **Special conditions and circumstances exist which are peculiar to the land, structure, sign or building involved and which are not applicable to other lands, structures, signs or buildings in the same zoning classification.**

The residential property owner faces special circumstances affecting the customary use of land in this case, because they have an especially vulnerable child who has Down's syndrome, coupled with the fact that 37 sex offenders reside within 2 miles of the subject property.

2. **The special conditions and circumstances do not result from the actions of the applicant.**

At the time of purchase of the property in 2007, the applicants did not know they would need special protective measures on their property to protect their Down's syndrome child who was born less than 3 years ago.

3. **Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classifications, under the terms of the chapter, and would work an unnecessary and undue hardship on the applicant.**

As noted in items 1 and 2 above, it is staff's opinion that a literal interpretation of this chapter would impose an unnecessary and undue hardship on the applicant, due to the need for this fence to provide safety, protection and welfare for their Down's syndrome child in an area where a number of sex offenders reside.

- 4. The variance granted is the minimum variance that will make possible the reasonable use of the land, building, structure or sign.**

The variance is minimal and provides reasonable use of land, given the special circumstances relating to this application.

- 5. The grant of the variance will be in harmony with the general intent and purpose of this chapter and the City of Deltona Comprehensive Plan, as it may be amended from time to time, and that such variance will not be injurious to the area involved.**

Given the special circumstances warranting this variance, it aligns with the general intent and purpose of the City's Comprehensive Plan and the Land Development Code and will not be injurious to the area involved.

### **STAFF RECOMMENDATION**

Staff recommends approval of Variance Application VR 13-002.

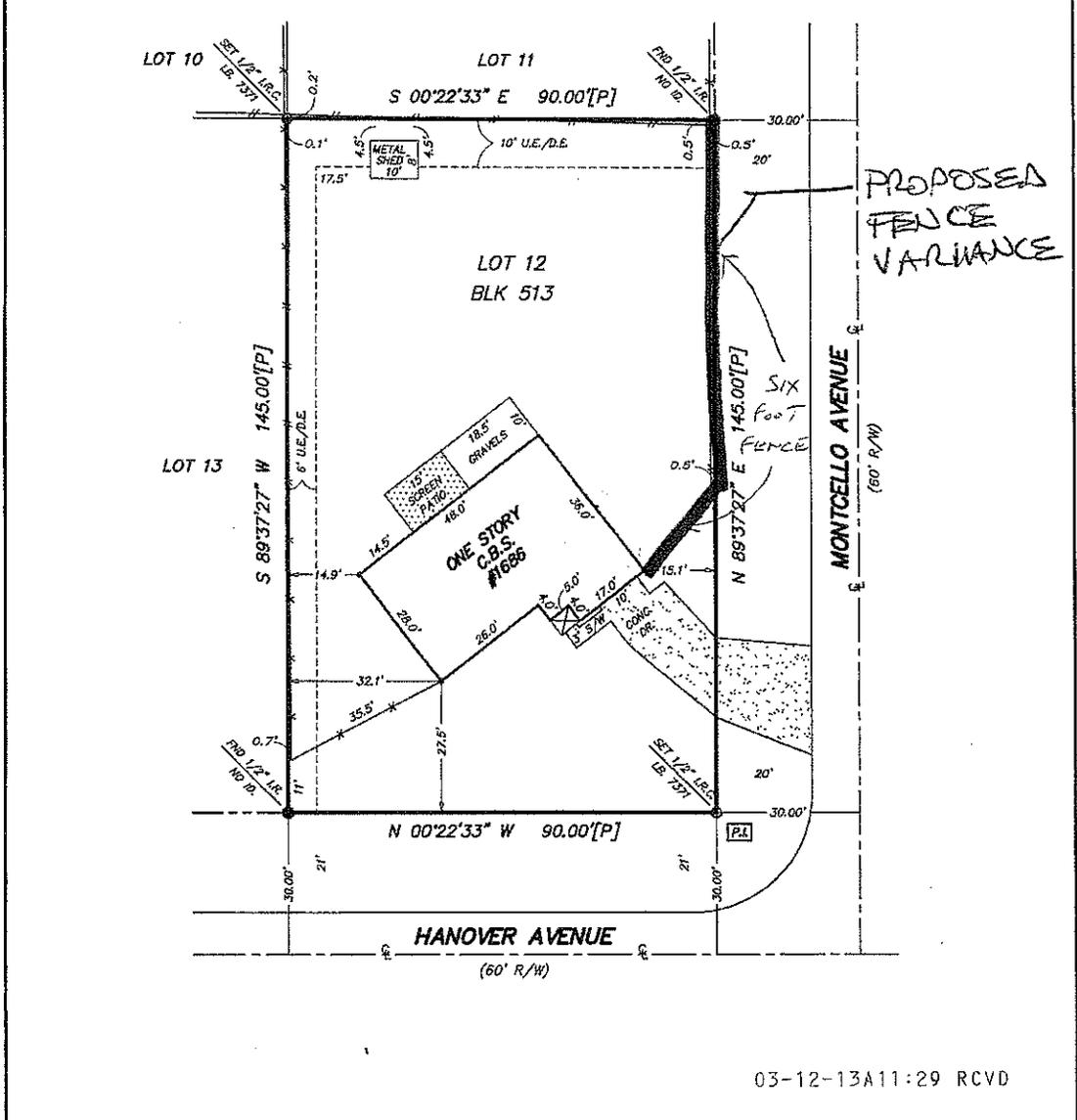
Attachments:      Copy of property survey  
                          Copy of letter from owner  
                          Copy of letter from neighbor

**BOUNDARY SURVEY**

LEGAL DESCRIPTION: LOT(S) 12, BLOCK 513, DELTONA LAKES UNIT SIXTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 25, PAGE(S) 234-240, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



SCALE: 1"=30'



03-12-13A11:29 RCVD

RIGHT-OF-WAY LINE	CENTERLINE	BUILDING SETBACK LINE	BARB WIRE FENCE	WOOD FENCE	CHAIN LINK FENCE	PLASTIC FENCE
A/C - AIR CONDITIONER	L - ARC LENGTH	P.O.L - POINT ON LINE	X - FOUND "X" CUT IN CONC.			
Δ - CENTRAL ANGLE	L.B. - LAND SURVEYING BUSINESS	P.R.C. - POINT OF REVERSE CURVE	○ - SET 1/2" REBAR AND CAP FROM LB 7371			
BLK - BLOCK	L.S. - LAND SURVEYOR	P.R.M. - PERMANENT REFERENCE MONUMENT	● - FOUND PROPERTY CORNER			
C.B. - CHORD BEARING	M - MEASURED	P.T. - POINT OF TANGENT	⊕ - 4" x 4" CONCRETE MONUMENT			
C.B.S. - CONCRETE BLOCK STRUCTURE	N - NORTH	R - RADIUS	⊙ - WELL			
C.M. - CONCRETE MONUMENT	N&D - NAIL AND DISK	R/W - RIGHT OF WAY	⊠ - COVERED AREA			
CONC. - CONCRETE	P - PLAT	S/W - SIDEWALK	▣ - CONCRETE			
D - DEED	P.C. - POINT OF CURVATURE	S - SOUTH				
D.E. - DRAINAGE EASEMENT	P.C.C. - POINT OF COMPOUND CURVATURE	U.E. - UTILITY EASEMENT				
E - EAST	P.C.P. - PERMANENT CONTROL POINT	W - WEST				
F.F.E. - FINISHED FLOOR ELEVATION	P.L. - PROPERTY LINE	W.F.S. - WOOD FRAME STRUCTURE				
FND - FOUND	P.O.B. - POINT OF BEGINNING					
ID. - IDENTIFICATION	P.O.C. - POINT OF COMMENCEMENT					
I.P. - IRON PIPE	P.O.L. - POINT ON LINE					
I.R. - IRON ROD	P.R.M. - PERMANENT REFERENCE MONUMENT					
I.R.C. - IRON ROD & CAP						

DRAWN BY: GURU  
CHECKED BY: BRETT

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF HANOVER AVENUE BEING N 00°22'33" W PER PLAT

CERTIFIED TO: WILLIAM D. HANNERS

COMMUNITY NO: 120677  
PANEL: 0650 SUFFIX: H F.I.R.M. DATE: 9/29/11  
FLOOD ZONE: X

SURVEY NO: 48685 FIELD DATE: 1/7/13

**Long Surveying, Inc.**  
"Specializing in Residential Surveying"  
LB No. 7371  
143 Villa Di Este Terrace, #113  
Lake Mary, FL 32746  
Office 407-330-9717 or 407-330-9716  
Fax 407-330-9775  
WWW.LONGSURVEYING.COM

NOTES:  
1) This survey is based on the legal description as provided by the Client.  
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land.  
3) Do not reconstruct property lines from building ties.  
4) No footing or overhangs have been located except as shown.  
5) No improvements or utilities have been located except as shown.  
6) This survey is not valid without the signature and the original raised seal of a Florida Licensed Survey and Mapper.  
I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**COPY**  
J. M. Shomberg, P.S.M., No. 5144

Dear City Commissioners:

Our names are William and Chasity Hanners and we reside in Deltona at 1686 Hanover Ave. We purchased this house as newlyweds in 2007 and chose the house for the location and lot size. We especially loved the big fenced in backyard, knowing that when we saved enough money we could have an in ground pool installed and still have enough area to build a playground when we had children to provide them a safe place to play. We now have two children and our youngest has special needs. Our daughter is 2 ½ and our son, whom has Down syndrome, is 1 ½. When my husband completed building the playground for our children in the summer of 2012, it became apparent that we needed privacy from the street for their safety. After numerous times having people either walking by and commenting on the playground or cars stopping along the side of the fence taking pictures of our backyard, my husband installed a 6 foot wood privacy fence in place of the 4 foot chain link fence bordering the road. At the time he installed the fence, my husband was unaware that he needed a permit in order to replace an existing fence, but when a notice was left on the door he went right down to City Hall to correct his mistake, only to find out due to a City ordinance we could not have a fence more than 4 feet high in the current location because we are on a corner lot. We are submitting a variance request to the city in order for us to have a 6 foot wood privacy fence in the same location as 4 foot chain link fence, in order to provide a safe place for our children to play without losing our backyard.

We feel it is extremely important to enclose our backyard in a six foot privacy fence to ensure that our children are safe while playing in the backyard and also for extra security when we have a pool put in this spring. In addition to the instances mentioned above with cars stopping and taking pictures of our backyard, we have found out that there are 37 known sex offenders within a 2 mile radius of our address, per the Florida Sexual Offenders and Predators website, see Exhibit "A" attached for the map. Also since purchasing our house in 2007, we have had other issues that make privacy more important. One such instance was having someone or persons taking bottles from our recycle bin and throwing them at our house. We have also had a cinder block thrown through our vehicle window. On another occasion someone or persons spray painted our van. Another reason for the 6 foot fence is to ensure that our children cannot easily get out of the backyard as Monticello Avenue is well travelled and we have had issues with people speeding and driving on the wrong side of the street. Our neighbor has recently addressed this issue with the Mayor and they are looking into the possibility of a 4 way stop at Hallcrest Avenue to help with the speeding.

We are requesting to be allowed to have the 6 foot wood privacy fence on the property line, where the 4 foot chain link fence was located, which is 20 feet from the edge of the Monticello Avenue. My husband has contacted the permit department, Steve Roland with the Department of Building and Enforcement Services and Sheri Campbell, whom my husband was told handles variances, and still we don't have a clear understanding of where we would have to move the fence to be in compliance of the City Ordinance. My husband was told that we would have to move the fence 25 feet from property line or run the fence straight back from the corner of the house as the house is only 15 feet from the property line. Our house is set on an angle and not perpendicular to the street, so we are not sure if we would have to run it from the front or back corner of the house. If we would have to run the fence 25 feet from the property line or the back corner of the house straight back, we would lose over half of our backyard and incur the cost of moving the playground that is anchored into the ground and of building a structure to enclose our water system and air conditioner unit, which is located on the side of our house. If we would have to run the fence from the front corner of the house we would lose over one third

of our backyard and the fence would then be within 10 feet of the playground, which would still cause us to incur the cost of moving the playground as we don't feel this is enough clearance for safety reasons. This would also cramp the area on the side of the house where there is a side door exiting the garage, a water system and the air conditioning unit making it difficult to maintenance these items.

Allowing the 6 foot wood privacy fence to be on the property line would not cause any safety concerns from a City perspective as it is 20 feet from the side of Monticello Avenue and the front corner of the fence is 80 feet from the corner of Monticello Avenue and Hanover Avenue. The fence doesn't cause any line of sight issues for vehicles turning onto Monticello Avenue from Hanover Avenue and the fence is in line with the house directly behind ours. We ask that you take into account the safety concerns for our children, the privacy concerns with regards to the pool we are installing this spring, the additional costs that would be caused by moving the fence, and that there are no safety issues for those outside our property with the location of the fence and allow the variance for the 6 foot wood privacy fence to be placed on the property line. Thank you for your time and consideration.

Sincerely,

  
Chasity Hanners  
William and Chasity Hanners

May 24<sup>th</sup>, 2013

To: Office of the City Clerk

Subject: Notice of Public Hearing

Zoning variance from 1686 Hanover Ave, Deltona FL, 32725

Dear Clerk of the City,

This letter is to let you know that I agree with the 6 foot privacy fence in the side street yard, at the address of the subject, because the fence will keep their children safer and away from unwanted viewers .

Sincerely



Margarita Gonzalez

1678 Hanover Ave, Deltona FL, 32725

c/c/ 1686 Hanover Ave, Deltona FL, 32725 property owners.