SPECIAL CITY COUNCIL MEETING
December 15, 2021 at 6:30 PM
City Council Chambers, 16 Colomba Rd.
DeBary, Florida 32713

AGENDA

CALL TO ORDER
   Invocation
   Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

PRESENTATIONS
   Charity Weigh In: City Council Member William Sell and City of Deltona Commissioner Dana McCool
      - Sid Vihlen, United Methodist Church Hunger Ministry
   Christmas Light Contest Awards
   Christmas Parade Contest Awards
   Volusia Sheriff’s Office, Carla Quann, Director, Juvenile Services

PUBLIC HEARINGS

1. City Staff is requesting City Council approve the first reading of Ordinance No. 2-2021, amending the nuisance abatement code.

2. City Staff is requesting City Council approve the first reading of Ordinance No. 02-2022, which proposes to limit automotive sales locations, clarifying the definition of automotive service stations, and creating provisions for nonconforming uses.

3. City Manager is requesting City Council approve the second reading of Ordinance No. 03-2022, amending the City Code to provide for regulations with respect to camping in public spaces.

4. City Manager is requesting City Council approve the second reading of Ordinance No. 04-2022, authorizing the operation of golf carts upon certain designated streets, roads and sidewalks with the City.

NEW BUSINESS

5. City Manager is requesting City Council approval of the First Amendment to the Volusia Sheriff’s Office (VSO) Interlocal Agreement for Law Enforcement Services, adding one Traffic Deputy.
6. The Parks and Recreation Department is requesting Council approve the attached ECHO Grant Agreement to move forward with the Rob Sullivan Operations Center project.

7. City Manager is requesting City Council approval of the Continuing Contract for Services between the City of DeBary and Whitehouse Contracting, LLC for Concrete Services.

8. City Manager is requesting City Council approval of the Whitehouse Contracting, LLC proposal to install a multi-use sidewalk on West Highbanks Road across from DeBary Elementary School.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

A. Mayor and Council Members
B. City Manager
C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

January 5, 2022, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council 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 (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.
REQUEST

City Staff requests that City Council approve the first reading of Ordinance 12-2021 amending the nuisance abatement code.

PURPOSE

The purpose of the proposed ordinance is to allow for faster turn-around times when City Staff addresses nuisance code enforcement cases.

CONSIDERATIONS

Currently, Section 30-39 of Article II of Chapter 30 of the Code of Ordinances provides property owners that have been provided a notice of violation of Article II of Chapter 30 of the Code of Ordinances 21 days from receipt or delivery of the notice to correct the cited nuisance. Section 30-40 of Article II of Chapter 30 provides property owners 21 days to appeal the violation. Section 30-41 of Article II of Chapter 30 states that the City shall not be required to have any lot mowed or cleared or the nuisance abated by its contractors or agents more than three (3) times per year.

The proposed ordinance decreases the timeline for abatement and appeal from 21 days to 10. The language in Section 30-41 stating the city shall not be required to have any lot mowed or cleared or the nuisance abated by its contractors or agents more than three times per year would be struck out and replaced with the following provision: “In no event shall the city’s actions to cause the mowing or clearing of a lot or a nuisance obligate the city to cause similar actions to occur in the future”. In the past, there has been confusion on whether the city has the obligation and not merely the right to have any nuisance abated. Additionally, the significantly long wait time of 21 days from the time a violation like “high grass and weeds” is identified, has the potential to cause additional stress and harm to the surrounding area. This amended language clarifies that the city causing the mowing or clearing of a lot or a nuisance does not create any future obligations to cause similar actions, as well as, reduce lag time in addressing nuisance abatement.
COST/FUNDING

None

RECOMMENDATION

It is recommended that the City Council approve the first reading of Ordinance 12-2021

IMPLEMENTATION

If approved, City Staff will update the Code of Ordinance language.

ATTACHMENTS

Ordinance 12-2021
ORDINANCE NO. 12-2021

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING ARTICLE II, CHAPTER 30, CITY OF DEBARY CODE OF ORDINANCES RELATING TO PROPERTY MAINTENANCE; AMENDING CORRECTIVE ACTION PERIOD AND CLARIFYING CITY’S OBLIGATIONS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, § 2(b) of the Florida Constitution and § 166.021, Florida Statutes, the City of DeBary may regulate and govern property maintenance to ensure the well-being of its citizens; and

WHEREAS, the City Council has determined that this Ordinance is in the best interest of the public health, safety and welfare.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY THAT:

SECTION 1. Recitals. The findings set forth in the recitals above are hereby adopted as legislative findings pertaining to this Ordinance.

SECTION 2. Amendment. Article II, Chapter 30, City of DeBary Code of Ordinances is hereby amended as follows (struck out text indicates deletions while underlined text indicates additions; provisions not referenced are not modified):

Sec. 30-39. - Notice to correct violation.

The code enforcement officer is empowered to enter upon and inspect lots on which a nuisance declared by this article is suspected to exist. In the event inspection reveals the presence of a nuisance, the code enforcement officer shall notify the record owners by registered or certified mail, return receipt requested, of such nuisance, or by hand delivery by the code enforcement officer or deputy sheriff. Said notice shall be sent to the last available address of the owners of record as found in the public records. Said notice shall advise the owner that a nuisance exists on said owner's lot or lots and said nuisance shall be abated by the owner. The notice shall specify what corrective action shall be taken by the owner to abate the nuisance and that failure to abate the nuisance will result in the code enforcement officer's abating said nuisance and that a lien for the costs and administrative expenses of said abatement shall be recorded against the property for failure to abate the nuisance. The owner shall have 10 calendar 24 days from receipt or delivery of the notice to correct the nuisance. The notice shall also state that the owner has a right to appeal the determination of the code enforcement officer to the special master and that said appeal, upon payment of the fee in accordance with section 30-40, shall be filed within 15 days of receipt or delivery of the notice from the code enforcement officer.

Sec. 30-40. - Appeals.
Within 15 days after the receipt or delivery of the notice from the code enforcement officer pursuant to section 30-39, the owner of the lot may make written request for a hearing before the special master to appeal the decision of the code enforcement officer and to show that the condition alleged in the notice does not exist or that such condition does not constitute a nuisance. Filing of such appeal shall toll the 10 calendar 24-day period to correct the nuisance until the decision of the special master is rendered. Failure to notify or to timely appear for the hearing shall be deemed a waiver of the lot owner's right to appeal. The code enforcement officer shall give the owner seeking such hearing written notice of the date and location of the scheduled hearing. At the hearing before the special master, the city and the lot owner may introduce such competent, substantial evidence as is deemed relevant and necessary. Thereafter the special master shall render a decision on said hearing. In order to defray the expense of processing an appeal to the special master, the fee for said appeal shall be as established by resolution and listed in appendix A; provided, however, that the city shall refund the appeal fee to the applicant if the special master concurs with the applicant in its decision. Following review by the special master, or waiver of the right to appeal by the owner, the owner shall have exhausted his administrative remedies.

Sec. 30-41. - Posting of lot; abatement of nuisance.

In the event no appeal is filed as provided in section 30-40 or the notice is returned undelivered, upon the expiration of the 10 calendar day 24-day period after receipt or attempted delivery of the notice to correct the nuisance, the code enforcement officer shall re-inspect the lot to ascertain whether or not the nuisance has been abated. Should the code enforcement officer determine that the subject lot still constitutes a nuisance as defined in this article, and has notified the owner as such, and the owner has failed to abate said nuisance within the allowed time, the code enforcement officer shall abate said nuisance; provided, however, if the notice to abate said nuisance, sent by certified or registered mail, is returned, undelivered, the code enforcement officer shall post a copy of the notice on the lot in a conspicuous place. After ten days following the posting of said notice, the code enforcement officer shall abate said nuisance. In no case will the nuisance be abated by the code enforcement officer earlier than 10 24 days from the mailing of the notice. The code enforcement officer, through his agents or authorized contractors, is authorized to enter upon the lot and take such steps as are reasonably necessary to effect abatement. The city shall not be required to have any lot mowed or cleared or the nuisance abated by its contractors or agents more than three times per year. In no event shall the city’s actions to cause the moving or clearing of a lot or a nuisance obligate the city to cause similar actions to occur in the future.

SECTION 3. Conflicts. In the event of any conflict between this Ordinance and other ordinances or parts thereof, this Ordinance shall govern and control to the extent any such conflict exists.

SECTION 4. Codification. It is the intention of the city council of the City of DeBary, Florida, and it is hereby ordained that Section II of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeBary, Florida, and city staff is directed to cause the codification of the amendments set forth in this Ordinance. So that the provisions of
this Ordinance may be renumbered or relettered to accomplish such intention; the word
"Ordinance" may be changed to "Section", "Article", or other appropriate word.

SECTION 5. Severability. If any clause, section, or other part of this Ordinance is
held by any court of competent jurisdiction to be unconstitutional or invalid, such
unconstitutional or invalid part will be considered eliminated and have no effect with regard to
the validity of the other provisions of this Ordinance.

SECTION 6. Effective Date. This Ordinance takes effect immediately upon its
adoption.

FIRST READING AND PUBLIC HEARING: ____________, 2021.

APPROVED:

CITY OF DEBARY CITY COUNCIL

Karen Chazez, Mayor

ATTESTED:

______________________________
Annette Hatch, City Clerk
REQUEST

City Staff is requesting City Council to approve the first reading of Ordinance 02-2022, which proposes to limit automotive sales locations, clarifying the definition of automotive service stations, and creating provisions for nonconforming uses.

PURPOSE

The purpose of this item is to limit automotive sales to industrial zoning districts, amend the definition of automotive service stations, and to provide for discontinuance of nonconforming uses.

CONSIDERATIONS

The City has identified, during its previous strategic planning session, that it would like to revitalize the US 17-92 corridor. Much of this area is developed with antiquated uses and structures that will likely not conform with the City’s vision for future revitalization.

More specifically, automotive sales are permitted in the B-4 (General Commercial), B-5 (Heavy Commercial), and I-1 (Light Industrial) classifications. This use would likely conflict with revitalization efforts and future investment in the area. Therefore, a proposed ordinance, if adopted, would remove automotive sales as a permitted use in the B-4 and B-5 classifications. This would primarily affect the US 17-92 corridor.

While the City may phase out automobile sales in certain areas, it should be noted that existing automobile sales would be vested, or “grandfathered” in their right to continue between users (owners and/or operators) for a grace period. Any amended language to the existing permitted uses would need to provide for discontinuance of nonconforming uses and amortization of nonconforming uses. If the operation of a nonconforming use has been discontinued for a period of six (6) months or greater, the use would be considered abandoned and would not be permitted to be reestablished on the property.

Proposed language was presented to City Council on November 17, 2021. At that meeting, it was agreed that the language stating that Automotive sales would become nonconforming uses shall cease operations prior to the 10th anniversary of the code amendment causing them to be nonconforming.
uses, would be stricken. Additionally, greater clarification has been added to state that the six-month grace period applies “regardless of whether ownership of the property has changed or not”. This is to ensure that even if an auto sales establishment discontinues use, it may not be vested simply because the same owner continues to own the property.

**COST/FUNDING**

None.

**RECOMMENDATION**

It is recommended that the City Council approve the first reading of Ordinance 02-2022.

**IMPLEMENTATION**

If approved, City Staff will update the relevant sections of the Land Development Code.

**ATTACHMENTS**

Ordinance 02-2022
ORDINANCE NO. 02-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING CHAPTER I, SECTION 1-3 OF THE CITY OF DEBARY LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF AUTOMOBILE SERVICE STATION; AMENDING CHAPTER I, SECTION 1-12 OF THE CITY OF DEBARY LAND DEVELOPMENT CODE CONCERNING DISCONTINUANCE AND AMORTIZATION OF NON-CONFORMING USES; AMENDING CHAPTER 3, ARTICLE III, DIVISION 3, SECTIONS 3-102, 3-103 AND 3-107 OF THE CITY OF DEBARY LAND DEVELOPMENT CODE TO AMEND THE PERMITTED PRINCIPAL USES AND STRUCTURES OF THE B-4 GENERAL COMMERCIAL, B-5 HEAVY COMMERCIAL, AND I-1 LIGHT INDUSTRIAL ZONING DISTRICTS REGARDING AUTOMOTIVE, BOAT, MOTORCYCLE, MOBILE HOMES AND RECREATIONAL VEHICLE SALES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Land Development Code to amend Section 1-12 to amend the definition of automobile service station, to provide for discontinuance and amortization of certain non-conforming uses and to amend the permitted use sections of the B-4, B-5 and I-1 zoning districts to address automotive, boat, motorcycle, mobile homes and recreational vehicle sales; and

WHEREAS, the City Council finds that the amendment to the City’s Land Development Code set forth herein is in the interests of the public health, safety, and welfare; and

WHEREAS, the City Council finds that the amendment to the City’s Land Development Code set forth herein is consistent with the Comprehensive Plan; and

WHEREAS, this Ordinance has been adopted after the required notice and public hearings in accordance with general law and the Charter and Land Development Code of the City of DeBary.

IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2 ADOPTION. Chapter I, Section 1-3 of the City of DeBary Land Development Code is hereby amended as follows (words that are struck out are deletions; words that are underlined are additions; provisions not being included are not being amended):
Sec. 1-3. – Definitions and rules of construction

(c) Words and terms defined. The following words and phrases, as used in this Code, shall have the following meanings:

Automobile service station.

(1) Type A shall mean any premises used for the servicing of motor vehicles, including engine tune ups and repair; wheel balancing, alignment, brake service; the retail sale of fuel, lubricants and other products necessary to the operation and maintenance of motor vehicles, and the installation of such products, plus the sale of refreshments, but excluding the rebuilding or reconditioning of engines, and body repair. Automobile, boat, motorcycle, mobile home and recreational vehicles sales not included.

(2) Type B shall mean in addition to Type A uses, any repair, rebuilding or reconditioning of any motor vehicle. Automobile, boat, motorcycle, mobile home and recreational vehicle sales not included.

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SECTION 3 ADOPTION. Chapter I, Section 1-12 of the City of DeBary Land Development Code is hereby amended as follows (words that are struck out are deletions; words that are underlined are additions; provisions not included are not being amended):

Sec. 1-12. - Nonconforming lots, structures, and uses.

(a) Nonconforming lots.

(1) A lot or parcel of land is nonconforming if it does not meet the minimum area and dimensional requirements of the district in which it is located.

(2) Any lot or parcel made nonconforming solely as a result of eminent domain proceedings instituted by any governmental agency, or through a voluntary conveyance in lieu thereof, shall be deemed to be a conforming lot or parcel for all purposes. However, all development activity on such a lot or parcel shall be in accordance with district yard requirements at the time of development.

(3) Where two or more existing nonconforming lots with continuous frontage are under the same ownership, or where a nonconforming lot has continuous frontage with a large tract under the same ownership, nonconforming lots shall be combined to form one or more building sites meeting the lot requirements of the district.

(4) Development of a single-family dwelling shall be permitted on a nonconforming lot of at least 5,000 square feet and 50 feet or more in width at the front building line in any district in which the use is permitted, if remedy of the nonconformity by combination with other lots under the same owner is not available.

(5) The City Council shall have jurisdiction to authorize variances from the requirements of this subsection.
(b) Nonconforming buildings and structures.

(1) A building or structure is nonconforming if it does not meet the building setback, height, or bulk limitations of this Code.

(2) An existing nonconforming building or structure may be maintained and repaired, but shall not be structurally added onto or altered to further the nonconformance unless the additions or alterations are for the purpose of a conforming use of the building or structure.

(3) Existing nonconforming buildings and structures shall be made to comply with these regulations if the value of the buildings and structures on a lot after the damage is less than 50 percent of the value immediately preceding the damage as determined by the county property appraiser. This provision shall not apply to the reconstruction of a legal nonconforming single-family dwelling.

c) Nonconforming uses.

(1) A use of land or of any building or structure is nonconforming if any of the following conditions apply:
   a. The use is not currently permitted in the district in accordance with this Code.
   b. The density of the use exceeds the density currently permitted in the district in accordance with this Code.
   c. The site does not meet the applicable off-street parking requirements of this Code.

(2) An existing nonconforming use of any building or structure shall not be extended, enlarged, or expanded.

(3) An existing nonconforming use of any building or structure shall not be rebuilt or repaired if the value of the buildings and structures on a lot after the damage is less than 50 percent of the value immediately preceding the damage as determined by the county property appraiser. This provision shall not apply to the reconstruction of a legal nonconforming single-family dwelling.

(4) Modifications shall not be granted from any of these restrictions. No modification shall be permitted from dimensional and density restrictions in order to reestablish a nonconforming use.

(5) Discontinuance. If the operation or use of a lawful nonconforming use on any property (or portion thereof) has been discontinued for a continuous period of six (6) months, such nonconforming use will be deemed abandoned, regardless of whether ownership of the property has changed or not, and may not be reestablished on such property (or portion thereof) without further action by the city. Upon abandonment of a nonconforming use, the use of the land, buildings and accessory structures (or portions thereof) shall be subject to all regulations specified by this code for the zoning district in which such property is located. The vacating of premises or a building or non-operative status of the use shall be evidence of a discontinued use. The city manager shall have the authority to render a decision as to whether there is a discontinuance of a lawful nonconforming use upon a property for the proscribed period. The city manager’s written decision pursuant to this subsection may be appealed to the city council pursuant to section 1-7.
(d) **Vested development.** There are within the City, various properties, the development of which was previously declared to be "vested" under the regulations of the county. It is the intent of this Code that such "vested" status shall not be changed solely by virtue of the adoption of this Code.

(e) For vested developments that are legal non-conforming uses, the City Manager may permit the addition of accessory structures including fences as well as aesthetic site improvements such as landscaping, if such improvements meet the following conditions and are not for the purpose of expanding or enlarging the nonconforming use.

1. The non-conforming use shall not be enlarged or increased nor extended to occupy a greater area of land than was originally occupied.
2. The improvement must comply with all other applicable laws and regulations including overlay district requirements and required setbacks.
3. No new non-conformities shall be created.
4. The maximum lot coverage must not exceed that required by the site's zoning classification.

(f) **Nonconforming site improvements (not including structure).** Where an existing site improvement (landscaping, parking lot layout, etc.) is non-conforming with the current regulations related to such, nothing in this section shall prohibit minor site improvements that result in the reduction of this non-conformity.

(g) **Illegal uses.** This section does not authorize the continuance of any use or nonconformity which was not validly in existence at the time of the adoption of this Code.

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**SECTION 4 ADOPTION.** Chapter 3, Article III, Division 3, Sections 3-102, 3-103 and 3-107 of the City of DeBary Land Development Code is hereby amended as follows (words that are **stricken out** are deletions; words that are **underlined** are additions; provisions not included are not being amended):

Sec. 3-102. – B-4 General Commercial Classification.

(b) **Permitted principal uses and structures.** In the B-4 General Commercial Classification, no premises shall be used except for the following uses and their customary accessory uses or structures unless a use is found to be substantially similar in nature by the City Manager. Also, reference Article II, Overlay Districts, for any additional applicable regulations.

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**Automobile and motorcycle vehicles sales.**

* * * * *

Sec. 3-103 – B-5 Heavy Commercial Classification.

(b) **Permitted principal uses and structures.** In the B-5 Heavy Commercial Classification, no premises shall be used except for the following uses and their customary accessory uses or
structures unless a use is found to be substantially similar in nature by the City Manager. Also, reference Article II, Overlay Districts, for any additional applicable regulations.

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Automotive, boat, motorcycle, mobile home and recreational vehicle sales.

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Sec. 3-107. – I-1 Light Industrial Classification.

(b) Permitted principal uses and structures. In the I-1 Light Industrial Classification, no premises shall be used except for the following industrial uses and their customary accessory uses or structures unless a use is found to be substantially similar in nature by the City Manager. Permitted and special exception uses must also be consistent with the uses permitted by the property’s future land use designation on the City’s adopted Future Land Use Map. Also, reference Article II, Overlay Districts, for any additional applicable regulations.

***

Automotive, boat, motorcycle, mobile homes and recreational vehicles sales.

SECTION 5. CODIFICATION. Sections 2 through 4 of this Ordinance shall be incorporated into the DeBary Land Development Code. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the Land Development Code may be freely made.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Debary, Florida.

FIRST READING: __________, 2021

SECOND READING: __________, 2021
ADOPTED this ___ day of __________, 2021, by the City Council of the City of Debary, Florida.

CITY COUNCIL
CITY OF DEBARY

____________________________
Karen Chazez, Mayor

ATTEST:

____________________________
Annette Hatch, City Clerk
City Council Meeting
City of DeBary
AGENDA ITEM

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REQUEST

City Manager requests City Council to approve on second reading Ordnance 03-2022, amending the City Code to provide for regulations with respect to camping in public spaces.

PURPOSE

The purpose is to provide for, secure and promote the aesthetics, sanitation, public health and safety of its citizens.

CONSIDERATIONS

- The City does not have a “No Camping” ordinance at this time.

- There are two areas within the City limits that are designated for camping, Gemini Springs and Lake Monroe Park.

- The City supports “The Bridge” located in DeLand which provides homeless shelter and associated services. In addition, a private-owned business is opening in Orange City to provide homeless sheltering and associated services.

- The City has world-class park and recreation facilities and programs throughout the community. Regulation is necessary to protect these assets and ensure its continued success.

- During first reading, the City Council requested a better definition for sleeping in a vehicle. Sec 36-50(a)(5) was added to better define motor vehicle and prohibit sleeping in motor vehicles on public property. Sleeping in motor vehicles on private property is also prohibited where there is no acquired permission and consent from the property owner, lessee or duly appointed agent thereof.
COST/FUNDING

N/A

RECOMMENDATION

It is recommended that the City Council approve on second reading Ordinance 03-2022, amending the City Code to provide for regulations with respect to camping in public spaces.

IMPLEMENTATION

Immediately upon Adoption

ATTACHMENTS

Ordinance# 03-2022
ORDINANCE NO. 03-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA; AMENDING THE CITY CODE TO PROVIDE FOR REGULATIONS WITH RESPECT TO CAMPING IN PUBLIC SPACES; CREATING A NEW ARTICLE III, CHAPTER 36 OF THE CITY CODE REGARDING SUCH; PROVIDING FOR DEFINITIONS, PROHIBITED ACTIVITIES, AND PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the city code does not currently regulate camping activities within the jurisdictional boundaries of the city; and

WHEREAS, the city finds that in order to provide for, secure, and promote the aesthetics, sanitation, public health, and safety of its citizens, it is necessary and in the public interest to adopt regulations prohibiting in part and regulating the conduct of camping, as defined herein, on certain property located within the city within the city’s jurisdictional boundaries; and

WHEREAS, the city has provided designated camping areas on certain public property within its city limits where persons may lawfully participate in and enjoy traditional camping activities; and

WHEREAS, the city has partnered with other southwest Volusia County local governments to provide funding and support for “The Bridge,” which is located nearby in southwest Volusia County for the purposes of providing temporary shelter to individuals who lack access to private shelter; and

WHEREAS, the City finds that the restrictions imposed by this Ordinance are the least intrusive means of regulating camping activities in a way that protects the public welfare, safety, and health, while preserving the First Amendment rights of individuals to engage in such activities at reasonable places and times.

IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. City Code Amendment. There is hereby created a new Article IV, Chapter 36 of the City Code, as follows:

ARTICLE III. – CAMPING

Sec. 36-50. - Camping prohibited; exceptions
(a) Definition. For purposes of this section “camping” is defined as:
(1) Cooking over an open flame or fire outside a dwelling structure designed, permitted, and constructed for human residency; or

(2) Bathing in public for purposes of personal hygiene; or

(3) Sleeping outside a dwelling structure designed, permitted, and constructed for human residency under one of the following circumstances:

   (i) Adjacent to or inside a tent or sleeping bag, or
   (ii) Atop and/or covered by materials such as a bedroll, cardboard, newspapers, or
   (iii) Inside some form of temporary shelter.

(4) Occupying a temporary shelter such as a tent or other portable structure while outside a dwelling structure designed, permitted, and constructed for human residency.

(5) Occupying overnight, or sleeping in, a motor vehicle, camper, fifth wheel, trailer, or other similar conveyance or recreational vehicle.

(b) No Unauthorized Camping on Public Property. Camping is prohibited on all public property, except as may be specifically authorized by the city or in those areas of the city expressly designated and marked by the city for camping purposes.

(c) No Unauthorized Camping on Private Property. Camping is prohibited on all private property within the City, unless the person(s) camping has acquired permission and consent from the property owner, lessee, or duly appointed agent thereof.

(e) Outreach Efforts. No person may be cited or arrested for a violation of this § 36-50 before a reasonable attempt has been made to ascertain whether the person is in need of homeless assistance services and/or housing assistance and that available shelter beds or other suitable emergency housing is available if the person needs housing/shelter assistance. If it is determined that a person is in need of housing/shelter assistance, the enforcement officer shall evaluate the person's housing needs and take all reasonable steps toward directing the person to a designated campsite within the city or to a housing/shelter service provider within the southwest Volusia County area. If, after being advised of the location of local campsites and availability of housing/shelter assistance, a person fails to comply with subsections (b) or (c) of this section, as applicable, such person may be cited with or arrested for a violation of this section in accordance with subsection (f).

(f) Penalty. Any person who commits any act declared unlawful in this Article will be punished by a fine not exceeding $500.00 or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court. If committed in the presence of a law enforcement officer, any act declared unlawful in this Article will be deemed an arrestable offense.
SECTION 3. Codification. This Ordinance shall be incorporated into the DeBary City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This ordinance shall become effective immediately upon adoption by the City Council of the City of DeBary, Florida.

FIRST READING: __________, 2021

SECOND READING: ____________, 2021

ADOPTED this ___ day of __________, 2021, by the City Council of the City of DeBary, Florida.

CITY COUNCIL
CITY OF DEBARY

__________________________________________

Karen Chazez, Mayor

ATTEST:

__________________________________________

Annette Hatch, CMC, City Clerk

Date: __________________

SEAL
Subject: Ordinance# 04-2022, Authorizing the Operation of Golf Carts – Second Reading

From: Carmen Rosamonda, City Manager

Meeting Hearing Date December 15, 2021

Attachments: (x) Ordinance

( ) Resolution
( ) Supporting Documents/ Contracts
( ) Other

REQUEST

City Manager requests City Council to approve on second reading Ordinance# 04-2022, authorizing the operation of golf carts upon certain designated streets, roads and sidewalks with the City.

PURPOSE

The purpose is to improve mobility throughout the community and our quality of life.

CONSIDERATIONS

• The use of golf carts in DeBary have been steadily increasing due to a number of different factors; COVID, cheaper mode of transportation, convenience, and enjoyable.

• The City does not currently have a golf cart ordinance designating any streets or sidewalks authorizing golf cart use. Therefore, the Florida Statutes prevail. Section 316.212, F.S. & Section 316.1995, F.S. prohibit golf carts upon roads, streets and sidewalks.

• Section 316.212, F.S. grants authority to county and municipal governments to designate roads and sidewalks for golf carts.

• In June 2021, the City Council passed Resolution 2021-11 establishing a Golf Cart Citizens Advisory Committee and in July 2021, appointed seven members to serve. In November 2021, after reviewing various municipal best practices, current city infrastructure, public safety requirements and overall administration, the Golf Cart Advisory Committee presented their recommendations to the Council.

• This Ordinance designates arterial roads (high traffic volume) requiring golf carts use the sidewalks adjacent to arterial roads. The Ordinance also designates residential roads (low traffic volume) whereby golf carts my travel on residential roads.
• During first reading, City Council required a more clarification of golf cart trailers. In the Ordinance, Staff added Section 50-103 (1)(k) defining the allowable trailers or carts and proper equipment. The intent of the regulation is to allow small cargo and dump trailers not to exceed 40” wide and 60” long. It also regulates the size and weight of the material that can be hauled. It also prohibits trailers that can carry passengers, boats and other vehicles are prohibited.

• Also during first reading, the City Council asked for more clarification on what effect this Ordinance will have on City insurance costs. In reaching out to our property & liability broker, they advised that there are no specific rating factors relative to golf carts. They further indicated, as with all Ordinances, Resolutions, and other regulations, an increase in lawsuits and/or claims, then there could be an impact of future premiums.

• We also reached out to other Cities. Flagler Beach (implemented in 2009) and Holly Hill (implemented in 2013) have had no legal issues nor any insurance increase from golf carts. The Risk Manager from DeLand has not seen any increase in property/liability insurance due to the use of golf carts.

• Golf carts, as with automobiles, fall under the dangerous instrumentality doctrine whereby the owners of the carts are liable for negligent operation.

COST/FUNDING

There will be additional costs to implement this Ordinance; signage immediately upon adoption and infrastructure improvements over time. In FY2021-22 budget adequate funding has been made available within the Public Works – Road Resurfacing line item (001-4100-541-4623). Revenues from permit registration will be allocated towards future golf cart infrastructure improvements.

RECOMMENDATION

It is recommended that the City Council approve on second reading Ordinance# 04-2022, authorizing the operation of golf carts upon certain streets, roads and sidewalks with the City.

IMPLEMENTATION

Effective date of the Ordinance is March 1, 2022. Registration process will begin January 1, 2022.

ATTACHMENTS

Ordinance 04-2022
Golf Cart Advisory Committee – Business Case
ORDINANCE NO. 04-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, CREATING ARTICLE III OF CHAPTER 50 OF THE CITY OF DEBARY CODE OF ORDINANCES AUTHORIZING THE OPERATION OF GOLF CARTS UPON CERTAIN STREETS, ROADS, AND SIDEWALKS WITHIN THE CITY; ESTABLISHING LOCAL REGULATIONS PERTAINING TO GOLF CARTS AND OTHER OFF-HIGHWAY AND LOW SPEED MOTORIZED VEHICLES; SETTING FORTH REQUISITE LEGISLATIVE FINDINGS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, § 316.212(1), Florida Statutes, permits municipalities to allow golf carts to be operated on municipal roads, streets, and sidewalks provided that they first determine that such carts may safely travel on or cross such public roads, streets and sidewalks upon considering the speed, volume, and character of motor vehicle traffic using those roads or streets; and

WHEREAS, § 316.212(5), Florida Statutes, states that golf carts may only be operated on such public roads or streets during the hours between official sunrise and official sunset, unless the governmental agency specifically determines that such golf carts may also be operated during the hours between official sunset and official sunrise and that golf carts being operated at such times possess headlights, brake lights, turn signals, and windshields; and

WHEREAS, § 316.212(8), Florida Statutes, allows municipalities to enact restrictions and regulations regarding golf cart operations that are more restrictive than those contained in the State Statutes as long as appropriate signage is installed as may be specifically required in accordance with the requirements of controlling law or the residents are otherwise informed that the regulation of golf cart operation in the designated area will be in accordance with a stricter local ordinance; and

WHEREAS, the DeBary City Council appointed a Golf Cart Citizen Advisory Committee, which conducted a study, has evaluated the actions of other local governments with regard to the authorization and regulation of golf carts, and has presented a business case with recommendations determining that golf carts may safely travel on or cross municipal roads, streets, and sidewalks considering the following factors: speed, volume, and the character of motor vehicle traffic using the relevant roads or streets; and

WHEREAS, the city council finds that golf carts are a valid form of transportation and are commonly used as a mode of mobility from place-to-place and for utility purposes; and

WHEREAS, the city council has evaluated numerous materials developed by other local governments during the course of considering the enactment of this ordinance; and
WHEREAS, the city council finds that the use of golf carts is an environmentally friendly mode of transportation; and

WHEREAS, the city council finds that golf carts generally operate at low speeds and are generally operated safely when driven properly and fitted with properly installed safety equipment; and

WHEREAS, the city council finds that the City of DeBary is a community that is well suited and will be benefitted by the appropriate use of golf carts for the purpose of transportation within appropriate areas of the city; and

WHEREAS, the city council has determined that golf carts may safely be operated on certain city roads, streets and sidewalks as set forth in this ordinance; and

WHEREAS, it is the purpose and intent of this ordinance to permit and regulate the operation of golf carts on designated public roadways located within the city limits of the City of DeBary, and the city council, upon the advice and findings of a citizen advisory committee and technical assistance from city staff, has studied and evaluated the use of golf carts in other local governments throughout the State of Florida; and

WHEREAS, it is also the purpose of this ordinance to (1) provide for the orderly operation of golf carts on designated municipal streets, roads, and sidewalks; and (2) set standards for the operation of golf carts; and

WHEREAS, the regulations that are set forth in this ordinance relating to the regulation of golf carts are, to some extent, more restrictive than those set forth in § 316.212, Florida Statutes, in order to protect the public health, safety, and welfare of the citizens of the City of DeBary in such manner as the city council of the City of DeBary has determined to be appropriate for the needs of the City of DeBary; and

WHEREAS, the provisions of this ordinance may not be construed or interpreted to authorize any use of the city's rights-of-way, roads, or streets of the city that is not authorized by controlling law such as, by way of example only, the operation of all-terrain vehicles, ROVs, or other low speed vehicles other than golf carts as defined by state statute; and

WHEREAS, the city staff report and city council agenda memorandum relating to this matter are hereby adopted as if fully set forth herein; and

WHEREAS, the City of DeBary has complied with all requirements and procedures of Florida law in processing and advertising this ordinance.

WHEREAS, the city council believes that regulations proposed in this ordinance promote and enhance the health, safety and welfare of its citizens; and

WHEREAS, § 2(b), Art. VIII of the Florida Constitution and § 166.021(1), Florida Statutes, establishes the home rule powers of Florida cities and provides that municipalities have the governmental, corporate, and proprietary powers to enable them to conduct municipal government,
perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Ordinance implements and is enacted under the home rule powers vested in Florida cities by the Constitution of the State of Florida.

NOW THEREFORE, it is hereby ordained by the City of DeBary as follows:

SECTION 1. Legislative Purposes, Findings and Intent. The foregoing recitals (whereas clauses) to this ordinance are hereby adopted as the legislative findings of the DeBary City Council and are incorporated into this ordinance as if set forth herein.

SECTION 2. City Code Amendment. This new Article III of Chapter 50 of the City of DeBary Code of Ordinances pertaining to the use of golf carts within the City of DeBary is hereby adopted (words that are stricken out are deletions; words that are underlined are additions):

ARTICLE III. – GOLF CARTS

Sec. 50-100. Definitions. The following terms shall have the following meanings in the application and enforcement of this Ordinance:

(1) The term “ATV” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.

(2) The term “bicycle path” means that part of any road or street that has been designated or physically separated from the area used by motor vehicles by striping, signing, or pavement markings for the preferential and exclusive use of bicyclists.

(3) The term “city manager” shall mean and refer to the chief administrative officer of the city as appointed pursuant to Article VI of the Charter of the City of DeBary.

(4) The term “county” shall mean and refer to Volusia County, Florida.

(5) The term “county road” shall mean and refer to roads and streets over which the county has original jurisdiction pursuant to § 316.006, Florida Statutes, or that are part of the “county road system” as defined in § 316.003, Florida Statutes.

(6) The terms “designated municipal street, road, sidewalk, or trail” refer to the paved area of an improved street, road, sidewalk, or trail, as applicable, which has been determined by the city council as a street, road, sidewalk, or trail on which golf carts may be operated under the provisions of this ordinance.
(7) The term “golf cart” shall have the same definition as set forth for such term in § 320.01, Florida Statutes. Golf carts operating within the City of DeBary must meet minimum equipment standards as set forth in controlling law and may not be modified to have increased power, wheel base, or tire modifications from a standard manufactured gas or electric golf cart.

(8) The terms “low speed vehicle” and “LSV” shall have the same definition as set forth for such terms in § 320.01, Florida Statutes.

(9) The term “municipal road” shall mean and refer to those roads and streets over which the city has original jurisdiction pursuant to § 316.006, Florida Statutes, including any private roads and streets over which the city or its proxy has been granted municipal traffic enforcement authority, whether by easement or other contractual arrangement.

(10) The terms “off-highway motorcycle” and “OHM” shall have the same definition as set forth for such terms in § 317.0003, Florida Statutes.

(11) The term “off-highway vehicle” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.

(12) The term “operator” means the person registering a golf cart with the City of DeBary for use within the city or any person who is using a golf cart within the city.

(13) The term “ROV” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.

(14) The term “sidewalk” shall have the same definition as set forth for such term in § 316.003, Florida Statutes.

(15) The term “state” shall mean and refer to the State of Florida.

(16) The term “state road” shall have the same definition as set forth for such term in § 316.003, Florida Statutes.

(17) The term “trailer” shall mean and refer to a trailer or cart towed behind a golf cart that is designed to carry material, equipment, fill, tools, or other items.

(18) The definitions set forth in § 334.03, Florida Statutes, are incorporated herein by reference and are be applicable to the extent applicable in the context of the provisions of this Ordinance.
Sec. 50-101. Authorized Use of Golf Carts on Municipal Roads, Streets and Sidewalks.

(1) Golf carts may be operated on all municipal roads, streets and sidewalks in accordance with § 316.212, Florida Statutes, but only as implemented and permitted by the provisions of this article.

(2) In addition to the requirements of § 316.212, Florida Statutes, which is applicable to the operation of golf carts on the aforementioned designated roads, streets, and sidewalks, the following restrictions shall also apply:

   a. Golf carts are the only motorized vehicles that may travel on designated municipal sidewalks and trails.

   b. LSVs and ROVs are prohibited from traveling on municipal sidewalks and trails, regardless of designation for golf cart use.

   c. ATVs and other off-highway vehicles and off-highway motorcycles are prohibited from traveling on municipal roads, sidewalks, and trails, regardless of designation for golf cart use.

(3) This article applies to the operation of golf carts and other motorized vehicles on municipal roads, streets, and sidewalks and does not otherwise apply to:

   a. The operation of any golf carts or other motorized vehicles on lands owned, controlled, or otherwise managed by the state or county, which operation, if any is permitted, will be governed by applicable state or county laws, rules, or policies pertaining to same;

   b. The operation of any golf carts or other motorized vehicles when operated solely on private property, which property does not meet the definition of a municipal road or sidewalk adjacent thereto, such as private golf courses and other privately owned lands; or

   c. The operation of any golf carts or other motorized vehicles owned by the city when operated by city employees, contractors, or agents on city owned, controlled, or managed lands in connection with the conduct of city business.

Sec. 50-102. Designation of Municipal Roads, Streets and Sidewalks for Golf Cart Use.

(1) Highway 17/92, also known as Charles Richard Beall Boulevard is a state road. Until such time as the state grants authorization to the city, all golf
carts are prohibited from being operated on such road or the sidewalk(s) adjacent thereto.

(2) Upon review and approval by the Florida Department of Transportation, golf carts are permitted to cross Highway 17/92 at a 90-degree angle only at those intersections and locations designated and equipped for such purposes in accordance with § 316.212(2), Florida Statutes, as amended or transferred. A person crossing in such a manner must comply with any signaling and signage posted or installed at such intersections.

(3) Saxon Boulevard, Enterprise Road, and Dirksen Drive are county roads. Until such time as the county permits the city to authorize the use of golf carts upon or adjacent to such roads, all golf carts are prohibited from being operated on such county roads or on the sidewalk(s) adjacent thereto.

(4) All other roads within the city limits are municipal roads. There are two types of municipal road designations:

a. *Arterial Roads.* Arterial roads are roads or streets designated by the city as high-traffic designated roads. Golf carts are not authorized to travel on arterial roads. Instead, golf carts are authorized to travel on the adjacent sidewalks and trails of designated arterial roads as defined herein.

i. Arterial roads are identified as having center lane striping.

ii. Sidewalks and trails on arterial roads are shared sidewalks with pedestrians, bicycles and golf carts. Right-of-way on these sidewalks and trails is prioritized as follows, with (1) being highest priority and (3) being lowest priority: (1) pedestrians, (2) bicycles, and (3) golf carts. Lower priority users must yield to higher priority users.

iii. Golf carts are not permitted to be operated on the shoulder of or adjacent to arterial roads without adjacent sidewalk(s) or trails.

iv. By this Ordinance, golf carts are authorized to travel on the sidewalks and trails adjacent to the following designated arterial roads within the DeBary city limits:

1. DeBary Plantation Blvd.
2. Donald E. Smith Blvd.
3. East Highbanks Road
4. West Highbanks Road
5. Ft. Florida Road
6. North Shell Road
7. South Shell Road, including the future portion known as Main Street
8. Colomba Road, including that portion of Alicante Road running between Colomba Road west of Alicante Road and Colomba Road east of Alicante Road.
9. DeBary Drive
10. Spring Vista Road between Highway 17-92 and South Shell Road.
11. Benson Junction Road.
12. North Pine Meadow Road
13. South Pine Meadow Road.
14. Alexandra Woods Road
15. Barwick Road
16. Palm Drive
17. Mansion Blvd
18. Matanzas Road
19. Amigos Road between East Highbanks Road and Plumosa Road
20. Dogwood Trail
21. Columbine Trail
22. Sunrise Road between Dirksen Drive and Palm Drive
23. Summerhaven Drive

b. Residential Roads. Residential roads are roads and streets designated by the city as low traffic roads and lack centerline striping. All municipal roads and streets, whether public or private and which are not arterial roads, are designated as residential roads. The city hereby authorizes the operation of golf carts on residential roads within the city limits of DeBary.

Sec. 50-103. Golf Cart Equipment Regulations.

(1) For safety, golf carts operated on designated municipal streets, roads, sidewalks, or trails must be appropriately equipped with the following properly functioning items that are in usable and operable condition:

a. A clear windshield mounted at the front of the vehicle so as to reasonably protect the face of the golf cart operator from wind and debris while the golf cart is underway. Such windshield must be in good repair, free of cracks, and not be covered, marred, stained, or painted over so as to obstruct the operator’s field of vision when operating the golf cart.

b. Driver’s side exterior mirror.
c. Either an interior rear view mirror or a passenger’s side exterior mirror.

d. Two headlamps mounted on the front of the golf cart and facing forward, which show a white light. An object, material, or covering that alters the headlamp’s light color may not be placed, displayed, installed, affixed, or applied over a headlamp. Light bars are prohibited.

e. Two tail lamps mounted on the rear of the golf cart facing rearward, which must emit a red light plainly visible from a distance of 1,000 feet to the rear of the vehicle. Such tail lamps must be enabled to additionally function as brake lamps so that they automatically emit a distinctively brighter red light when the brakes of the golf cart are applied.

f. Brakes and parking brake.

g. Front and rear turn signals. When signaling, front turn signals must emit a flashing amber light while rear facing turn signals must emit a flashing light that is either amber or red in color.

h. A reliable steering apparatus.

i. Rear and side reflex reflectors.

j. A horn installed into the golf cart so as to be easily operated by the operator of the golf cart and that is plainly audible when activated.

k. Golf carts may be equipped with a trailer, the dimensions of which may not exceed 40” wide and 60” long. The total weight of the material or other items hauled in the trailer may not exceed the weight limit specified by the manufacturer of the trailer or the manufacturer’s towing capacity for the golf cart to which the trailer is attached. Golf carts equipped with trailers must be equipped with a properly installed trailer hitch or hitch pin accessibly that is appropriate to the linkage used by the attached trailer. Golf cart trailers may not be used to transport or otherwise carry (i) passengers or (ii) vehicles such as boats, ATVs, and other motorized vehicles, including additional golf carts. Trailers not otherwise designed to be towed by a golf cart are not permitted.

(5) The number of occupants in any golf cart operated pursuant to this article is restricted to the number of seats on the golf cart. For the purposes of this provision, both pets and persons qualify as “occupants,” and a standard golf
cart bench seat is deemed to allow seating for three occupants. No occupants of a golf cart may stand at any time while the golf cart is in motion.

Sec. 50-104. Age Restrictions and Insurance.

(1) Operators of golf carts on designated streets, roads, sidewalks, and trails within the city must meet the following requirements:

a. Operators must be at least 16 years of age and have a valid driver’s license.

b. Operators with a learner’s permit may drive a golf cart if accompanied by a passenger of at least 21 years of age with a valid driver’s license.

(2) Owners of golf carts are required to carry and maintain a personal injury and property damage insurance policy covering operation of such carts in the minimum amounts of $10,000 per occurrence, $10,000 in the aggregate. Upon registration and permitting, owners must show proof of insurance.

Sec. 50-105. Registration and Permitting.

(1) Prior to operating a golf cart on designated municipal streets, roads, sidewalks, or trails, an owner of a golf cart must register such cart with the city and obtain a permit as set forth herein.

(2) Golf carts must be registered prior to use in the City of DeBary pursuant to this article. Registration is required on an annual basis. The manager, or his/her designee, shall implement a registration program and the city manager is hereby authorized to adopt administrative rules and promulgate forms in order to implement the provisions of this article. The city shall charge a registration fee in an amount determined by resolution adopted by the city council as amended from time-to-time.

(3) Before any golf cart can drive on designated municipal roads, streets, sidewalks, or trails the owner of the golf cart must register and apply for a city permit. The following are the requirements of registration:

a. The golf cart permit is a permit issued on an annual basis running from January 1st through December 31st of each year.

b. All golf cart permits must be renewed every year.

c. All golf cart permits are annual permits, per golf cart with no prorated or partial pricing. The city council may establish or amend
the permit fee by resolution at any time; however, if no such resolution is adopted, such fee shall be $25.00.

d. Each owner, upon approved registration, will receive an annual permit sticker to be placed on the windshield of the golf cart on the driver’s side, lower corner, and facing outward.

e. As a requirement of registration, the owner must sign an affidavit certifying that such person is the owner of the golf cart, has read and understood the city’s ordinances, Florida Statutes, and general guidelines governing the usage and operation of golf carts on designated municipal streets, roads, sidewalks, and trails of the City of DeBary, and acknowledges and certifies that the golf cart is properly equipped with the equipment required by this article.

f. The golf cart owner must provide proof of insurance at the time of each annual registration that such owner is carrying personal injury and property damage insurance for the operation of such golf cart in the minimum per occurrence and aggregate amounts of $10,000. Insurance must be maintained at all times, and failure to maintain such insurance shall be grounds for revocation of a permit issued hereunder.

g. The owner must provide a valid driver license and up to date contact information which includes, but is not limited to, the owner’s legal name, physical and mailing addresses, telephone number, and email address.

(4) Driving a golf cart on municipal roads, streets, sidewalks, or trails without a permit or an expired permit will subject the owner to a $150 fine per incident.

(5) The city has the right to reject or not renew any permit registration application if the application is incomplete, all of the minimum requirements are not met, or if the applicant has been found in violation of this article two (2) or more times within the past twelve months of the date of his/her annual application.

(6) The City Manager may revoke a registration via a written revocation letter at any time for the following reasons:

a. Operating a golf cart in a reckless manner or in such a manner so as to cause injury to pedestrians, other golf cart operators, or bicyclists;

b. Operating a golf cart in such a manner so as to result in damage to public or private property:
c. Operating a golf cart with general disregard of the rules resulting in two or more moving violations involving the operation of a golf cart within a single twelve (12) month period; or

d. The person registering a golf cart or applying for a permit falsifies his/her registration of same or affidavit pertaining to such.

(7) The city manager may issue a revocation letter to the owner of a golf cart. The golf cart owner may appeal the revocation within 30 days of the date of the letter to the city council. Such appeal must be in writing and set forth the specific legal and factual basis as to why the city manager’s revocation should not be upheld. The city council will consider the appeal at its next regular city council meeting occurring 30 days or more following the filing of such appeal with the city manager’s office.

(8) Revocation will become final if the golf owner fails to timely file an appeal or the Council upholds the revocation. Upon revocation, a person may not apply for or register a golf cart for a period of one (1) calendar year following revocation.

Sec. 50-106 Moving Violations.

(1) Golf cart operators shall ensure that their golf carts are maintained and operated in accordance with all applicable local and state traffic laws and may be ticketed or otherwise cited for traffic violations in the same manner as operators of motor vehicles.

(2) Golf cart operators must comply with all traffic control signs, signals, and applicable laws when operating a golf cart at or across intersections, and it is unlawful for the operator to fail to abide by such signs, signals and laws.

(3) Golf carts operating subject to this article may be operated 24 hours per day, seven days each week if possessing operational headlights, brake lights, tail lights, turn signals, and windshields.

(4) Golf carts may not be operated on state bike trails or within any other areas where such vehicles are prohibited from operating by law, rule, ordinance, or duly adopted policy.

(5) Golf carts may be used to cross state and county roads only at crosswalks where there are functioning traffic lights and pedestrian signals equipped. Any golf cart crossing a state or county road may cross only when indicated by a walk signal and while operating within the designated crosswalk.
(6) It is a violation of this article to operate a golf cart at a speed in excess of the posted speed or speed mandated by this article.

(7) It is a violation to operate a golf cart in a reckless manner so as to endanger or cause injury to pedestrians, other golf cart operators or riders, or private or public property.

Sec. 50-107. Signage Related to Golf Carts.

(1) The city manager or his or her designee shall post signs and other postings as may be required by controlling law to implement the provisions of this article, and all signage installed by the city must be in a form and installed as may be required in accordance with the controlling provisions of law and sound and generally accepted engineering practices and principles as determined by the city; provided, however, that it is not the intent of this article to require the city to install or maintain any signage that is not required by applicable state law.

(2) Regardless of the foregoing, it is not be a defense to any enforcement action under statute or the provisions of this article, in any forum of any type or nature, that signage was not in place or was not noticed or understood by an operator of a golf cart.

(3) The posting or failure to post signage under the provisions of this article may not serve as the basis for any liability of any type or nature against the city or any of its officials, officers, or employees.

Section 10. Penalties/Enforcement/Collections.

(1) Any person determined to be in violation of this article is subject to fines and code enforcement proceedings and citations to the maximum extent permitted by state law, and the City of DeBary may take any enforcement action and seek any legal remedy available under controlling Florida law.

(2) Under certain circumstances, it is a violation of state law for a person to refuse to take action at the time a citation is issued, and the city shall enforce those laws and pursue statutory violations in accordance with controlling Florida law.

(3) Without in any way limiting the generality of the provisions of subsections (1) and (2) of this section, a violation of this article constitutes a non-criminal infraction enforceable pursuant to the provisions of § 316.212(9), Florida Statutes (2021), as such may be amended or transferred. The use of a golf cart resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are enforceable as provided in Chapters 316 and 318, Florida Statutes. All other
city ordinances pertaining to the use of motor vehicles are also applicable to the operation of golf carts to the extent that such may be applied. The city may enforce the provisions of this article in any manner authorized in accordance with applicable law and may seek any legal remedy as may be authorized by applicable law.

(4) The city manager is hereby authorized to pursue collection activities relative to fines imposed against code violators in such manner, and using such processes, as may be in the best interests of the city and may authorize collection agencies and/or the city attorney to pursue collections in a manner consistent with applicable law.

SECTION 3. Codification. Section 2 of this ordinance is incorporated into the Code of Ordinances of the City of DeBary, Florida. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the substance, construction, or meaning of this ordinance or the city’s Code of Ordinances may be freely made.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of this ordinance.

SECTION 7. Conflicts. In the event of a conflict or conflicts between this ordinance and any other ordinance or provision of law, this ordinance governs and controls to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall take effect on March 1, 2022. The City Manager may begin registration and permitting processes for golf carts upon the City Council’s approval of the second reading of this ordinance.
Passed and adopted this _______ day of December, 2021

CITY COUNCIL
CITY OF DEBARY

______________________________
Karen Chazez, Mayor

ATTEST:

____________________________________
Annette Hatch, CMC, City Clerk

Date: __________________

SEAL
City Council Meeting
City of DeBary
AGENDA ITEM

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<th>First Amendment to VSO Interlocal Agreement for Law Enforcement Services</th>
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<td>Carmen Rosamonda, City Manager</td>
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<tr>
<td>Meeting Hearing Date:</td>
<td>December 15, 2021</td>
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<tr>
<td>Attachments:</td>
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<td>( ) Resolution</td>
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REQUEST

City Manager requests City Council approval of the First Amendment to the Volusia Sheriff’s Office (VSO) Interlocal Agreement for Law Enforcement Services, adding one Traffic Deputy.

PURPOSE

The purpose is to improve law enforcement services and traffic compliance within the City.

CONSIDERATIONS

- Speeding is the #1 law enforcement complaint.
- Providing for additional law enforcement resources is a high priority strategic initiative in the FY2021-22 Strategic Plan. The City Manager is recommending additional law enforcement resources for the FY 2022-23 budget.
- The FY 2021-22 law enforcement budget allocates 23 law enforcement officers and 1 office assistant for $3,606,689. The law enforcement costs have remained flat since 2019.
- VSO issued a reimbursement check to the City of DeBary in the amount of $251,252, providing an opportunity to accelerate additional deputies into this FY budget.
- This first amendment adds one (1) additional traffic deputy effective January 3, 2022. Adding one traffic deputy from January 3, 2021 through September 30, 2021 costs $114,371.
- For accounting purposes, a budget amendment will allocate the $251,252 revenue as follows; $114,371 to the FY 2021-22 law enforcement budget and $136,881 to general fund reserves.
- The new traffic deputy will be in high demand, as the City Council is considering a golf cart ordinance this month.
• The City Manager has conducted meetings with VSO about future law enforcement staffing. In the upcoming recommended FY2022-23 budget, the City Manager will not only incorporate this traffic deputy in next year’s budget, but recommend an additional Sergeant Traffic Deputy.

COST/FUNDING

The amount of the VSO reimbursement is $251,252. The cost of this first amendment is $114,371 which will be covered by the law enforcement reimbursement. The City will allocate the remaining monies ($136,881) to the general fund reserves.

RECOMMENDATION

It is recommended that the City Council approve the First Amendment to Volusia Sheriff’s Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary.

IMPLEMENTATION

Immediately upon fully executed agreement.

ATTACHMENTS

First Amendment to VSO Interlocal Agreement
FIRST AMENDMENT TO
VOLUSIA SHERIFF’S OFFICE STANDARD INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES
TO THE CITY OF DEBARY, FLORIDA

WHEREAS, the Volusia Sheriff’s Office, hereinafter referred to as SHERIFF, and the City of Debary, hereinafter referred to as CITY, are parties to the Volusia Sheriff’s Office Standard Interlocal Agreement for Provision of Law Enforcement Services to The City of Debary, Florida, with the effective date for the initial year of the 1st day of October, 2021 (hereinafter Interlocal Agreement); and

WHEREAS, the Interlocal Agreement provides for modification of services and the annual compensation rate;

NOW THEREFORE, it is agreed between the Volusia Sheriff’s Office and the City of Debary to amend the above-mentioned Interlocal Agreement to include the FY 2021-2022 Sheriff Services Worksheet attached hereto and incorporated herein as Exhibit A and by modifying Section 11. SCOPE OF SERVICE, and Section 13. COMPENSATION and LEVEL OF SERVICE, so that the sections shall read as follows:

11. SCOPE OF SERVICE. SHERIFF shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Staffing levels shall provide for a total of twenty-four (24) sworn personnel including supervisors and three investigators, one additional deputy assigned primarily to traffic enforcement (“traffic deputy”), and one (1) office worker. The additional traffic deputy position will become effective January 3, 2022. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts. The additional traffic deputy is required to work a total of 2236 hours per annum. Office personnel shall staff a substation located within the municipal boundaries, said substation to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriff’s Office, county-wide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level for patrol deputies shall be full staffing. Every attempt within reason will be made to ensure that occasional vacancies due to sickness, vacation and/or training shall be filled with additional personnel to comply with the provision of this Agreement.

Nevertheless, the parties understand that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the SHERIFF shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the county.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level for patrol deputies shall be full staffing. Every attempt within reason will be made...
to ensure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this Agreement.

Nevertheless, the parties understand that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the SHERIFF shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the SHERIFF.

13. COMPENSATION and LEVEL OF SERVICE. CITY shall pay SHERIFF the sum of THREE MILLION, SEVEN HUNDRED AND TWENTY ONE, AND SIXTY DOLLARS AND ZERO ONE HUNDREDTHS (3,721.060.00) DOLLARS for the foregoing law enforcement services for FY21-22 in accordance with CITY's adopted budget for said services.

SHERIFF agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the SHERIFF provide services either different in kind, or at a higher staffing level than that contemplated herein, the CITY Manager shall have the authority to negotiate with the SHERIFF regarding modification of the Agreement and shall bring any modification to which the SHERIFF agrees to the CITY Commission for appropriate action. During a fiscal year, any request for modification of service levels, which are not deemed material under Article 24, shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, that Article shall be controlling.

SHERIFF shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the SHERIFF shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies paid by CITY in excess of actual costs incurred by SHERIFF no later than September 30, 2022, or SHERIFF shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the SHERIFF no later than September 30, 2022. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the SHERIFF for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

This First Amendment is incorporated into the Interlocal Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Interlocal Agreement, the provisions of this First Amendment shall govern and control.
IN WITNESS WHEREOF, the parties to this First Amendment to Volusia Sheriff’s Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Debary, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

<table>
<thead>
<tr>
<th>ATTEST:</th>
<th>VOLUSIA SHERIFF’S OFFICE</th>
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<tr>
<td>By: ____________________________</td>
<td>By: _______________________________</td>
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<tr>
<td>Name: __________________________</td>
<td>Name: Michael J. Chitwood</td>
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<tr>
<td>Title: __________________________</td>
<td>Title: Sheriff</td>
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<td>Dated: __________________________</td>
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<tr>
<th>ATTEST:</th>
<th>CITY OF DEBARY</th>
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<tr>
<td>By: ____________________________</td>
<td>By: _______________________________</td>
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<tr>
<td>Name: Annette Hatch</td>
<td>Name: Karen Chasez</td>
</tr>
<tr>
<td>Title: CITY Clerk</td>
<td>Title: Mayor</td>
</tr>
<tr>
<td>Dated: __________________________</td>
<td>Dated: _______________________________</td>
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By: ____________________________
Name: Phyllis Butlien
Title: Vice Mayor
Dated: __________________________
REQUEST

The Parks and Recreation Department is requesting Council approve the attached ECHO Grant Agreement to move forward with the Rob Sullivan Operations Center project.

PURPOSE

The request is needed at this time so we have the agreement in place with Volusia County to receive ECHO funding for the Rob Sullivan Operations Center.

CONSIDERATIONS

The ECHO grant cycle was expedited this year to make up for the cancellation of the grant cycle last year. Our final application was submitted by the deadline and approved by the ECHO board on December 2nd. Upon approving this agreement it will go to the Volusia County Council on January 18, 2022 for final approval. When the County Council approves the agreement we are able to move forward with the project.

COST/FUNDING

The Rob Sullivan Park Operations Center project was carried over from last fiscal year and approved in the 21/22 budget.

RECOMMENDATION

It is recommended that the City Council approve the attached ECHO Grant Agreement with Volusia County.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will submit the agreement to Volusia County and wait for final approval.
ATTACHMENTS

Attachment A: ECHO Grant Agreement
WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2020-79, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical and outdoor recreational opportunities, and

WHEREAS, Resolution 2020-79 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Resource Stewardship Division has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. 21-01, a project of the City of DeBary, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 West Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and the City of DeBary, in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the 2020-2021 grant cycle, the County of Volusia shall designate funds not to exceed $150,000.00, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as “Exhibit A”, (Grantee’s application), and any other requirement made a part of this agreement.

2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in “Exhibit A” and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon Grantee providing:
   b. Not for Profit Organizations shall provide Release of Liens.

3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in the Volusia ECHO Program Guide.

4. It is understood between the parties that the amount of funds designated in paragraph one (1), above, is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.

5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the Volusia ECHO Program Guide. The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-
day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Resource Stewardship ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty (30) days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in “Exhibit A.” All major deviations and/or major changes to the scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.

7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.

8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in the grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in “Exhibit A” for a period of 20 years.

9. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.

10. The Grantee shall provide all additional monies necessary to complete the project according to “Exhibit A” which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice To Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.

11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in “Exhibit A”.

12. Signage showing the County of Volusia involvement is required:
   a. Within 90 days of award, one (1) 32 sq. ft. exterior sign shall be placed in a prominent public location. See the Volusia ECHO Program Guide for design and wording.
   b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See the Volusia ECHO Program Guide for design and wording.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program.
Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee’s written request.

13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.

14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement, the Restrictive Covenants.

15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.

16. The Grantee agrees to be responsible for and comply with all local, State and Federals permits and laws.

17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.

18. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County’s Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or project is deconstructed or no longer available for public use for the time period required, the grantee shall repay the County in the manner set forth in the Restrictive Covenants.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _______ day of ______________________, 20____.

_________________________________________  COUNTY COUNCIL

_________________________________________  COUNTY OF VOLUSIA, FLORIDA

Witness  County Chair – Jeffrey S. Brower

Witness  Attest County Manager – George Recktenwald
GRANTEE SIGNATURES

WITNESSES (2):

<table>
<thead>
<tr>
<th>Signature Witness</th>
<th>Name of Organization</th>
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STATE OF FLORIDA
COUNTY OF ___________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _________________, 202_, by ____________________________________, as ____________________________________ who is [_____] personally known to me, or [_____] who has produced a ________________________ driver’s license as identification.

Print Name: __________________________
Notary Public, State of Florida
Commission No.: ___________________
My Commission Expires: ________________
City Council Meeting
City of DeBary
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Continuing Contract - Whitehouse Contracting, LLC.</th>
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<tbody>
<tr>
<td>From:</td>
<td>Carmen Rosamonda, City Manager</td>
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<tr>
<td>Meeting Hearing Date</td>
<td>December 15, 2021</td>
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<tr>
<td>Attachments:</td>
<td>( ) Ordinance</td>
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<td></td>
<td>( ) Resolution</td>
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<td></td>
<td>(x ) Supporting Documents/ Contracts</td>
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REQUEST

City Manager requests City Council approval of Continuing Contract between the City of DeBary and Whitehouse Contracting, LLC for Concrete Services.

PURPOSE

The purpose is to secure contracting services for 5 years to meet the anticipated increase in demand for concrete installation, delivery and removal.

CONSIDERATIONS

- City Council is considering a golf cart ordinance to take effect March 1, 2020. If approved, one of the City’s strategic initiatives will involve widening or installing new sidewalks on arterial roads for multi-purpose use throughout the City.

- This Continuing Contract is a piggyback agreement to contract between the County of Volusia and Whitehouse Contracting, LLC, pursuant to ITB No. 19-B-156IF, awarded on December 10, 2019.

- Whitehouse Contracting was the lowest bid.

- Whitehouse has done numerous small projects for the City of DeBary and has always performed well. Their services have always been accurate and timely.

COST/FUNDING

There is no cost of for approval of the Continuing Contract.

RECOMMENDATION

It is recommended that the City Council approve the Continuing Contract with Whitehouse Contracting, LLC for Concrete Services piggybacking their contract with Volusia County.
IMPLEMENTATION

Immediately upon fully executed agreement

ATTACHMENTS

Whitehouse Contracting, LLC Continuing Contract with City of DeBary
AGREEMENT BETWEEN
CITY OF DEBARY, FLORIDA

AND

WHITEHOUSE CONTRACTING, LLC

PIGGYBACK AGREEMENT TO CONTRACT BETWEEN THE COUNTY OF VOLUSIA, FLORIDA, AND
WHITEHOUSE CONTRACTING, LLC, PURSUANT TO ITB NO. 19-B-156IF,
AWARDED ON DECEMBER 10, 2019

THIS AGREEMENT (this “Agreement”) is entered into by and between CITY OF DeBARY, a Florida municipal corporation, whose address is 16 Coloma Road, DeBary, Florida 32713 (hereinafter referred to as “City”), and Whitehouse Contracting, LLC, a Florida limited liability company with its principal office located at 625 Norwalk Drive, Lake Helen, Florida 32744 (hereinafter referred to as “Whitehouse”).

WHEREAS, the City desires to engage an independent contractor to perform services related to the installation, removal, and delivery of concrete; and

WHEREAS, The County of Volusia, Florida, a political subdivision of the State of Florida (the “County”) has previously selected Whitehouse through the competitive procurement process by way of ITB No. 19-B-156IF to provide the County with concrete installation, removal and delivery services pursuant to the Scope of Services contained therein, which bid resulted in an award to Whitehouse, to provide such services pursuant to the terms and conditions set forth in the County’s Invitation to Bid No. 19-B-156IF, including any Exhibits or addenda thereto, and the bid by Whitehouse, including the unit pricing proposed therein, a true and accurate copy of which are attached hereto as Exhibit “A” and incorporated herein by this reference (collectively herein “Original Government Contract”); and

WHEREAS, the City has reviewed the Original Government Contract and has found the Scope of Services, fees, and other terms and conditions as set out in such contract to be reasonable, acceptable and of benefit to the City’s citizens; and

WHEREAS, the City has determined that use and procurement of Whitehouse’s services pursuant to the prices, terms, and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City, and therefore, the City approves this Agreement pursuant to § 14.C. of the City of DeBary Purchasing Policy and Procedures.

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City agrees to enter into and does hereby enter into this Agreement with Whitehouse, and Whitehouse agrees to enter into and does hereby enter into this Agreement with the City for the Scope of Services as set forth herein:

1. RECITALS: The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.
2. SERVICES. Whitehouse shall provide the City with the concrete installation, removal, and delivery services in accordance with the terms and conditions of the Original Government Contract between the County and Whitehouse attached hereto as Exhibit "A," except that the "City of DeBary" shall be substituted for the "County" and "Volusia County" or "County of Volusia" and any references to County personnel and staff will be read to refer to functionally equivalent or corresponding City of DeBary personnel and staff. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions except as otherwise modified by this Agreement. Work performed pursuant to this Agreement by Whitehouse will be performed pursuant to Task Orders issued by the City, which Task Orders must be in writing and executed by a duly authorized person or entity acting on behalf of the City. Any work performed by Whitehouse outside the scope of a Task Order duly issued by the City will not be compensated or paid for by the City and is performed by Whitehouse at its own risk. Any references to ordinances, resolutions, or code provisions not applicable to the City of DeBary will be deemed stricken from the Original Government Contract and not applicable to this Agreement (e.g., references to the County's local ordinances and codes when such may not be effective within the City of DeBary's municipal boundaries). All notices or invoices that would otherwise be sent or provided to the County under the Original Government Contract must instead be provided to the City as set forth in paragraph 7. NOTICE of this Agreement. Whitehouse will be paid for services properly rendered to the City pursuant to the terms of the Original Government Contract, this Agreement, and the applicable provisions of Part VII of Chapter 218, Florida Statutes (the Local Government Prompt Payment Act). If the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement will control to the extent of any such conflict. The City shall have no liability or responsibility for or concerning Whitehouse's services performed for the County or any other governmental entity or agency piggybacking upon the Original Government Contract. This Agreement is non-exclusive, and no minimum amount of work is guaranteed to the Contractor by virtue of this Agreement.

3. TERM/TERMINATION. The initial term of this Agreement will be from the Effective Date until five (5) years after execution date, unless terminated earlier in accordance with this Agreement. Thereafter, the City will have the option to extend this Agreement for up to two additional one-year periods upon satisfactory performance by Whitehouse and as deemed in the best interest by the City. The initial term and any renewal term hereunder will collectively be referred to in this Agreement as the "Term." The termination provisions of the Original Government Contract are incorporated herein by this reference.

4. WARRANTY. All the services to be provided or performed by Whitehouse must be in conformance with commonly accepted industry and professional codes and standards, ordinances, resolutions, and standards of the City and the legal compliance provisions of this Agreement.

5. INSURANCE / INDEMNIFICATION.

   (A) Within ten (10) days from the Effective Date and prior to rendering services to the City, Whitehouse shall provide the City with certificates of insurance evidencing insurance
coverage required by the Original Government Contract. Whitehouse must list the City as an additional insured or named insured on each such policy where required to do so for the County by the Original Government Contract. Whitehouse must maintain the minimum required insurance coverages throughout the Term of this Agreement and for such time following the expiration or termination of this Agreement as required by the Original Government Contract.

(B) Whitehouse shall indemnify, defend, and hold harmless the City and its elected officials, officers, attorneys, employees, and agents from and against all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the City at all trial and appellate levels), arising out of or resulting from the performance or nonperformance of the work and services within the scope of this Agreement to the extent caused in whole or part by any error, negligence, grossly negligent or reckless act or omission, malfeasance or misfeasance of Whitehouse or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida law, Whitehouse acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. The maximum monetary limit of indemnification provided by Whitehouse under this paragraph and other indemnifications contained within this Agreement (including as incorporated herein through the Original Government Contract) is three million dollars ($3,000,000.00) per occurrence, which the City and ESS agree bears a commercially reasonable relationship to this Agreement and the work and services. This subsection shall survive expiration and termination of this Agreement.

6. GOVERNING LAW.

(A) Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement must be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty, or obligation to the City, provided that, notwithstanding the foregoing, the City shall be responsible for all services requested by the City and performed by Whitehouse.

(B) Public Records Law. In performing services under this Agreement to the City, Whitehouse shall comply with the Florida's Public Records Act (Chapter 119, Florida Statutes) including with all “Contractor” provisions of Section 119.0701(2), Florida Statutes provision of the Original Government Contract.

IF WHITEHOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WHITEHOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Annette Hatch, City Clerk, 16 Colomba Road, DeBary, Florida 32713; Email – ahatch@debary.org; Telephone – (386) 601-0219.
By entering into this Agreement, Whitehouse acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to § 119.0701, Florida Statutes, any contractor entering into an agreement for services with the City is required to:

(i) Keep and maintain public records required by the City to perform the services and work provided pursuant to this Agreement.

(ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.

(iv) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of Whitehouse or keep and maintain public records required by the City to perform the service. If Whitehouse transfers all public records to the City upon completion or termination of the Agreement, Whitehouse shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Whitehouse keeps and maintains public records upon completion or termination of the Agreement, Whitehouse shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to the Agreement must be made directly to the City. If Whitehouse receives any such request, Whitehouse shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify Whitehouse of such request, and Whitehouse must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

Whitehouse acknowledges that failure to provide the public records to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. Whitehouse further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. Whitehouse agrees to indemnify, defend, and hold the City harmless from and against any and
all claims, damage awards, penalties, sanctions, and causes of action arising from Whitehouse’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Whitehouse’s unauthorized disclosure or release of public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Whitehouse authorizes the City to seek declaratory, injunctive, or other appropriate relief against Whitehouse from a Circuit Court in Volusia County, Florida on an expedited basis to enforce the requirements of this section. This paragraph will survive expiration and termination of this Agreement.

(C) Severability. If any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

(D) Certifications, Representations, and Warranties. Whitehouse represents and warrants that the information contained within the certifications and statements made by Whitehouse in its response to the ITB issued by the County are true and correct on the Effective Date of this Agreement, and said certifications, representations and warranties are hereby made to the City.

(E) False Claims. If Whitehouse is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Whitehouse, Whitehouse shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Whitehouse’s claim. The City and Whitehouse acknowledge that the “Florida False Claims Act” provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Whitehouse agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

7. NOTICE. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To Whitehouse: Andrew Whitehouse, Owner
Whitehouse Contracting, LLC
625 Norwalk Drive
Lake Helen, FL 32744

To City: City of DeBary
Attn: City Manager
16 Colomba Road
DeBary, Florida 32713

8. E-VERIFY. Whitehouse shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-
Verify system to verify the employment eligibility of all new employees hired by Whitehouse. Furthermore, any subcontract Whitehouse enters into with a subcontractor or subrecipient to perform work under this Agreement must contain the following language: “The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Whitehouse on or after the effective date of this contract and thereafter during the remaining term of such contract.” If Whitehouse fails to comply with the foregoing or § 448.095 or § 448.09(1), Florida Statutes, the City will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of this contract. If the City terminates this contract due to Whitehouse’s or a subcontractor’s (or subrecipient’s) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, Whitehouse will be liable to the City for any additional costs or expenses incurred by the City as a result of the termination of this Agreement. Furthermore, Whitehouse agrees to indemnify, defend, and hold harmless the City from and against any fines, sanctions, or penalties levied against the City by a governmental agency arising from the Whitehouse’s failure or alleged failure to comply with this paragraph, including, but not limited to, the City’s loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

9. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of DeBary City Council.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

WHITEHOUSE CONTRACTING, LLC

By: Andrew Whitehouse, Owner

Date: 1/7/21

Attest: _______________________

By: _______________________

CITY OF DEBARY

By: Karen Chasez, Mayor
City of DeBary

Approved by the City Council on December, _____, 2021.

Attest: _______________________

Annette Hatch, CMC, City Clerk
Exhibit A
INVITATION TO BID

Volusia County
FLORIDA

www.volusia.org/purchasing

SUBMIT TO:
COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608
AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Inga Fegley...................., 386-626-6623
Email:.........................., ifegley@volusia.org

DELAND:........................., 386-736-5935
DAYTONA BEACH:..........., 386-257-6000
NEW SMYRNA BEACH:...., 386-423-3300

TITLE: Installation, Delivery, and Removal of Concrete
NUMBER: 19-B-156IF
SUBMITTAL DEADLINE: Thursday, October 3, 2019, at 3:00 p.m., EST

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, DELIVERY OF BIDS

PRE BID DATE, TIME AND LOCATION:
A pre-bid conference will be held at the Road and Bridge Barn located at 2560 W. State Road 44, DeLand, Florida, at 9:00 a.m., EST, Thursday, September 12, 2019

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME:
MAILING ADDRESS:
CITY – STATE – ZIP:
E-MAIL ADDRESS:
PHONE NUMBER: FAX NUMBER:

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

Authorized Signature
Date

Printed Name
Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I “GENERAL CONDITIONS AND INSTRUCTIONS.”
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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish Installation, Delivery, and Removal of Concrete for the County of Volusia, Florida.

1.0 TECHNICAL SPECIFICATIONS

1.1 Quality Assurance and Quality Requirements

A. Quality shall be in accordance with the applicable sections of the 2019 edition of the Florida Department of Transportation (FDOT) Design Manual and the FY 2019-20 edition of the FDOT Standard Plans for Road Construction or specifications herein.

B. Submittals, approved by the County, shall be required for all materials and equipment incorporated into the work. Materials and equipment requiring submittals would include, but are not limited to, concrete mix design, reinforcing steel, ADA Detectable Waming Mats, etc.

C. All sidewalks, driveways and curb ramps shall be constructed to meet current ADA design standards. A County Inspector shall inspect all concrete formwork prior to the contractor placing concrete. Any sidewalk or curb ramp not constructed in accordance with ADA design standards shall be removed and replaced at the expense of the Contractor.

1.2 Project Execution:

A. Traffic Control:

   1. Contractor shall maintain two-way traffic and access to business and residences at all times. Proper Temporary Traffic Control (TTC) devices shall be used to direct vehicle and pedestrian traffic around construction areas. All TTC devices shall be in accordance with the TTC requirements in latest edition of the FDOT Standard Plans (Index 102) and the latest edition of the MUTCD.

   2. Contractor personnel shall wear high-visibility apparel which meets the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High Visibility Safety Apparel" and labeled as ANSI/ISEA 107-2004 or 107-2010 while working within public rights-of-ways.

   3. All costs associated with Temporary Traffic Control and Maintenance of Traffic (MOT) shall be included in the unit prices for all work items. The following tasks/items will be excluded from this requirement:

      a. Portable Changeable Message Boards (Provided by County)
      b. Lane Closures lasting longer than 60 continuous minutes (Paid under a separate pay item)
      c. Road closures requiring a detour (Provided by County)

   4. When the Contractor is performing a lane closure operation, the Contractor shall have FDOT certified TTC/MOT staff on site for setup and flagging.

   5. All lane closures and road closures shall not be implemented without prior approval of County staff.
B. Concrete Installation:

1. All pay items for concrete installation to include the following:
   a. The addition, removal and disposal of and temporary backfill material for formwork.
   b. Erosion Control measures as necessary due to existing field conditions.
   c. Valve box, manhole and meter box adjustments.
   d. Capping and repairing irrigation systems damaged during construction.
   e. Root removal.

C. Site Control:

1. All damaged concrete to be repaired shall be saw cut prior to removal to provide an undamaged, perpendicular and clean vertical edge. There will be no additional payment for saw cutting sidewalk.

2. Contractor is responsible to have all existing utilities located prior to commencing any construction activities.

3. Protection of concrete during curing will be the responsibility of the Contractor. All concrete shall be cured per FDOT requirements.

4. Construction debris will not be allowed to accumulate and must be removed daily if a safety hazard exists as determined by the County Inspector. Contractor to keep the work areas clean and organized to the greatest extent possible. All construction debris, equipment and materials shall be removed from the right-of-way immediately upon completion of the work. The Contractor shall confine their work materials, debris and equipment to within the County rights-of-ways, easements or private property with owner and County staff approval.

D. Project Locations:

1. When calculating minimum quantities and short load charges for a project with multiple separate work locations, the maximum distance allowed between the furthest work locations shall be 2,000 linear feet as measured by the travel path of a concrete truck. Multiple work locations within this 2,000 foot limit will be considered one (1) project and those quantities will be added together to determine the total project quantity for work items and if the short load charge applies.

2. If a project is continuous, the 2,000 linear foot maximum will not apply.

3. The unit prices provided by the Contractor will be applicable to any project within Volusia County issued by the County under this contract.

1.3 Pay Items:

A. Removal of Existing Concrete Sidewalk & Driveways (4-inch thick): Contractor to remove and dispose of existing concrete pavement that is 4-inches thick or less, to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per square yard (SY) of concrete pavement removed.
B. Removal of Existing Concrete Sidewalk & Driveways (6-inch thick): Contractor to remove and dispose of existing concrete pavement that is greater than 4-inches thick and less than or equal to 6-inches thick, to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per square yard (SY) of concrete pavement removed.

C. Removal of Existing Concrete Curb & Gutter (All Types): Contractor to remove and dispose of existing concrete curbing and curb & gutter of all types to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per linear foot (LF) of concrete curb & gutter removed.

D. Removal of Existing Miscellaneous Concrete: Contractor to remove and dispose of existing miscellaneous concrete. Miscellaneous concrete includes, but is not limited to, concrete pavement greater than 6-inches thick, curb, gutter, retaining walls, headwalls, etc. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per cubic yard (CY) of concrete pavement removed.

E. Clearing and Grubbing: Contractor to clear, grub and excavate all vegetative material, roots and soil to a maximum depth of 6-inches as necessary to facilitate the installation of the proposed sidewalk and/or driveway aprons. This includes the disposal of the removed material. This pay item does not include the removal of trees or tree stumps. Tree and tree stump removal will be addressed by others. Payment for this item will be per square yard (SY) of area cleared.

F. Regular Excavation: This item consists of all excavation greater than 6-inches in depth needed to facilitate the installation concrete pavement and structures. Payment for this item will be per cubic yard (CY) of fill (Bank Measure).

G. Embankment: This item consists of any fill material brought on site necessary to provide a complete project. Fill material shall be compacted to 98% density and shall be clean and free of organics, large rocks and vegetative material and shall be of a quality acceptable to the County Inspector. This item does not include the removal and disposal of temporary backfill necessary for concrete formwork. Payment for this item will be per cubic yard (CY) of fill (Truck Measure).

H. Type F Concrete Curb & Gutter (Less than 50 Linear Feet): Contractor to install FDOT Type F Concrete Curb & Gutter as needed or as directed by County Staff. All Type F Concrete Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this
project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type F Curb & Gutter when the total quantity of all types of curb and gutter on the project is less than 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.

I. **Type F Concrete Curb & Gutter (Greater than or equal to 50 Linear Feet):** Contractor to install FDOT Type F Concrete Curb & Gutter as needed or as directed by County Staff. All Type F Concrete Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type F Curb & Gutter when the total quantity of all types of curb and gutter on the project is greater than or equal to 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.

J. **Concrete Drop Curb & Gutter (Less than 50 Linear Feet):** Contractor to install FDOT Concrete Drop Curb & Gutter as needed or as directed by County Staff. All Concrete Drop Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Concrete Drop Curb & Gutter when the total quantity of all types of curb and gutter on the project is less than 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.

K. **Concrete Drop Curb & Gutter (Greater than or equal to 50 Linear Feet):** Contractor to install FDOT Concrete Drop Curb & Gutter as needed or as directed by County Staff. All Concrete Drop Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used
on this project shall be approved by County Staff prior to use on this project. This pay
item is to be used for Type F Curb & Gutter when the total quantity of all types of curb
and gutter on the project is greater than or equal to 50 linear feet. Payment for this
item will be per linear foot (LF) of curb installed.

L. Type D Concrete Curb (Less than 50 Linear Feet): Contractor to install FDOT Type D
Concrete Curb as needed or as directed by County Staff. All Type D Concrete Curb
to be installed per the FDOT Standard Specifications for Road and Bridge Construction
(Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction
Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay
factors in the FDOT specifications are removed. Certain aspects of contractor quality
control that relate to the contractual obligations should be between contractor and the
“County of Volusia” as opposed to between contractor and “FDOT”. Where reference
is made to “Engineer” or “Department”, the word “County” or “County Representative”
as applicable shall be substituted. Where reference is made to specifications within
Division I of the FDOT Standard Specs, this contract and its appropriate sections shall
be the target. All concrete mix designs used on this project shall be approved by
County Staff prior to use on this project. This pay item is to be used for Type D Curb
when the total quantity of all types of curb and gutter on the project is less than 50
linear feet. Payment for this item will be per linear foot (LF) of curb installed.

M. Type D Concrete Curb (Greater than or equal to 50 Linear Feet): Contractor to install
FDOT Type D Concrete Curb as needed or as directed by County Staff. All Type D
Concrete Curb to be installed per the FDOT Standard Specifications for Road and
Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for
Road Construction Index 520-001, Dated 2019, except as amended herein. All
references to adjusted pay factors in the FDOT specifications are removed. Certain
aspects of contractor quality control that relate to the contractual obligations should be
between contractor and the “County of Volusia” as opposed to between contractor and
“FDOT”. Where reference is made to “Engineer” or “Department”, the word “County”
or “County Representative” as applicable shall be substituted. Where reference is
made to specifications within Division I of the FDOT Standard Specs, this contract and
its appropriate sections shall be the target. All concrete mix designs used on this
project shall be approved by County Staff prior to use on this project. This pay item is
to be used for Type D Curb when the total quantity of all types of curb and gutter on
the project is greater than or equal to 50 linear feet. Payment for this item will be per
linear foot (LF) of curb installed.

N. 4-inch thick Concrete Sidewalk (Less than 90 Square Yards): Contractor to install 4-
inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed
per the FDOT Standard Specifications for Road and Bridge Construction (Standard
Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-
001, Dated 2019, except as amended herein. All references to adjusted pay factors in
the FDOT specifications are removed. Certain aspects of contractor quality control
that relate to the contractual obligations should be between contractor and the “County
of Volusia” as opposed to between contractor and “FDOT”. Where reference is made
to “Engineer” or “Department”, the word “County” or “County Representative” as
applicable shall be substituted. Where reference is made to specifications within
Division I of the FDOT Standard Specs, this contract and its appropriate sections shall
be the target. The contractor shall substitute a 3,000 psi “Regular Mix” concrete in
place of a “FDOT” mix concrete for use on projects let under this contract. All concrete
mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 4-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is less than 90 square yards. Payment for this item will be per square yard (SY) of 4-inch sidewalk installed.

O. 4-inch thick Concrete Sidewalk (Greater than or equal to 90 Square Yards): Contractor to install 4-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi “Regular Mix” concrete in place of a “FDOT” mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 4-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is greater than or equal to 90 square yards. Payment for this item will be per square yard (SY) of 4-inch sidewalk installed.

P. 6-inch thick Concrete Sidewalk (Less than 90 Square Yards): Contractor to install 6-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi “Regular Mix” concrete in place of a “FDOT” mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 6-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is less than 90 square yards. Payment for this item will be per square yard (SY) of 6-inch sidewalk installed.

Q. 6-inch thick Concrete Sidewalk (Greater than or equal to 90 Square Yards): Contractor to install 6-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within
Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi “Regular Mix” concrete in place of a “FDOT” mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 6-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is greater than or equal to 90 square yards. Payment for this item will be per square yard (SY) of 6-inch sidewalk installed.

R. Miscellaneous Concrete Class I: Contractor to install miscellaneous concrete structures with Class I (3,000 psi) concrete as directed by County staff. Miscellaneous concrete structures to consist of, but are not limited to, gravity walls, drainage flumes, end walls, concrete pavement greater than 6-inches thick. This pay item shall include all formwork necessary to install the miscellaneous concrete structure. Placement of reinforcing steel to be paid under a separate line item. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be per cubic yard (CY) of miscellaneous concrete installed.

S. Miscellaneous Concrete Class II: Contractor to install miscellaneous concrete structures with Class I (4,500 psi) concrete as directed by County staff. Miscellaneous concrete structures to consist of, but are not limited to, gravity walls, drainage flumes, end walls, concrete pavement greater than 6-inches thick. This pay item shall include all formwork necessary to install the miscellaneous concrete structure. Placement of reinforcing steel to be paid under a separate line item. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be per cubic yard (CY) of miscellaneous concrete installed.

T. Fibermesh Additive: County staff may request Fibermesh be added to the concrete mix for various projects. This pay item includes only the cost to add Fibermesh to concrete used in sidewalks, driveways, curbing or miscellaneous concrete structures. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be the additional cost to add Fibermesh per cubic yard (CY) of concrete that includes the Fibermesh additive.

U. Reinforcing Steel for Miscellaneous Concrete: When necessary for miscellaneous concrete structures or as directed by County staff, the Contractor will provide and install reinforcing bars, wires, and mesh for a project as directed by County staff. This pay item shall include all items necessary to provide a complete installation. These items to include, but are not limited to, stirs, tiers, spacers, etc. Payment for this item will be by the pound (LB) of steel installed.

V. Concrete ADA Curb Ramp: Contractor to install 6-inch thick concrete ADA Curb Ramps as directed by County staff. All ADA Curb Ramps are to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-002, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall
be the target. The contractor shall substitute a 3,000 psi “Regular Mix” concrete in place of a “FDOT” mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. Any curbing or curb & gutter necessary to complete the Curb Ramp is excluded from this pay item and will be paid under the appropriate curb pay item. Payment for this item will be per square yard (SY) of 6-inch thick ADA curb ramp installed.

W. **Surface Applied ADA Detectable Warnings:** Contractor to install surface applied ADA Detectable Warnings at all ADA Curb Ramps in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-002, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the “County of Volusia” as opposed to between contractor and “FDOT”. Where reference is made to “Engineer” or “Department”, the word “County” or “County Representative” as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All ADA detectable warning mats used on this project shall be included on the current FDOT Approved Product List and shall be approved by County staff prior to use. Payment for this item will be per square foot (SF) of ADA detectable warnings installed.

X. **Performance Turf (Bahia Sod):** Contractor to install Bahia Sod in all disturbed areas in accordance with FDOT Standard Specifications for Road and Bridge Construction (Section 570), Dated 2019. Payment for this item will be per square yard (SY) of sod installed.

Y. **Performance Turf (St. Augustine - Floratam):** Contractor to install St. Augustine (Floratam) sod in all disturbed areas in accordance with FDOT Standard Specifications for Road and Bridge Construction (Section 570), Dated 2019. Payment for this item will be per square yard (SY) of sod installed.

Z. **Single Post Sign (Relocate):** Contractor to relocate existing sign posts as necessary or as directed by County staff in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction dated 2019. Payment for this item will be per each (EA) sign relocated.

AA. **Short-Load Trip Charge (Projects less than 10 CY of Concrete):** This pay item includes only the cost associated with projects that utilize less than 10 total cubic yards of concrete for a specific concrete mix. Payment for this item will be per each (EA) concrete mix that is less than 10 cubic yard on a project.

BB. **Temporary Traffic Control for Lane Closure with Flaggers:** This pay item includes the cost of setting up and maintaining the Temporary Traffic Control (TTC) for lane closures with flaggers that last more than 60 continuous minutes. All TTC operations will be setup and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 102 Series, Dated 2019. Payment for this item will be per day (DAY) the lane closure is utilized.
CC. Temporary Traffic Control for Lane Closure without Flaggers: This pay item includes the cost of setting up and maintaining the Temporary Traffic Control (TTC) for lane closures without flaggers that last more than 60 continuous minutes. All TTC operations will be setup and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 102 Series, Dated 2019. Payment for this item will be per day (DAY) the lane closure is utilized.

1.4 Exhibits

A. Exhibit I General Conditions

B. Exhibit II Insurance

1.5 Attachments

C. Attachment A – Pricing Sheet

2.0 SPECIAL CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Thursday, October 3, 2019. Bids received after this time will not be considered.

2.2 Proposed Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/25/19</td>
<td>Invitation to Bid Available</td>
</tr>
<tr>
<td>09/12/19</td>
<td>Pre-bid Conference</td>
</tr>
<tr>
<td>09/19/19</td>
<td>Last Day to Receive Written Questions</td>
</tr>
<tr>
<td>10/03/19</td>
<td>Bid Closing Date</td>
</tr>
</tbody>
</table>

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Inga Fegley, Senior Procurement Analyst
Telephone: 386-626-6623
Fax: 386-736-5972
E-mail: ifegley@volusia.org

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.
Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County’s web site. It is each Bidder’s responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder’s proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) “Bid # 19-B-1561F, Installation, Delivery, and Removal of Concrete”

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal only to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

A. A pre-bid conference will be held at the Road and Bridge Barn located at 2560 W.
State Road 44, DeLand, Florida, at 9:00 a.m., EST, Thursday, September 12, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.
Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

2.7 Bid Submittal Form

A. See Submittal Requirements for complete details.

B. Each Bidder shall submit FOUR (4) complete sets of the Bid Submittal:
   • **One (1)** hard copy marked “ORIGINAL”
   • **Two (2)** hard copies marked “COPY”
     Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPIES; return only the pages that require signatures or information as detailed in Section 4.0.
   • **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4.0.

   Note the solicitation number and name of company on the CD or USB drive.
   Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)
   1. Total Cost;
   2. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
   3. All technical specifications associated with this Bid;
   4. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent’s financial stability. All Respondents shall be prepared
to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract
became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor [https://stats.bls.gov/data/](https://stats.bls.gov/data/). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.

C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor’s employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers’ Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

1. *Example:* Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers’ Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.
If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Concrete Contractors, Nonresidential Building Work – PCU23811X23811X", as published by the Bureau of Labor Statistics.

F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI = $200.50
Base index PPI = -$179.20
PPI increase dollars = $21.30

PPI increase percentage ($21.30 ÷ $179.20 = .1189) ......................... 11.9%

Unit cost of the service is .................................................. $100.00
30% of $100.00 is directly attributed to the redetermination category .... $30.00
$30.00 × 11.9% = ........................................................... $3.57
New unit price for the product/service is ($100 + $3.57) ...................... $103.57
G. **Expiration Upon Failure to Agree to Price Redetermination.** If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 **Compliance with Federal Transit Administration Regulations**

COMPLIANCE WITH REGULATIONS: Contractor(s) must be in compliance with applicable Federal Transit Administration (FTA) regulations as indicated in the FTA Master Agreement and Best Practices Procurement Manual, Florida Statutes, Chapter 427, part 1, and the Florida Department of Transportation Rule Chapter 14-90.

Contractor(s) shall provide all requested information for State and Federal Reporting requirements in a timely manner. These documents can be found on the Internet at:


2.14 **Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:


2.15 **Termination**

A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

1. Stop work under the Agreement on the date and to the extent specified in County’s Notice of Termination;
2. Inform County of the extent to which performance is completed;

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.15 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.15- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated.

F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work and complete the Work, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work.

G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.16 Damages to Rental Equipment

Rental Contractor(s) agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this Agreement for rental of equipment. Rental Contractor(s) also agree that the County shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of
either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Contractor(s) further understand and agree that no employee of the County other than the Director of Purchasing and Contracts is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Director of Purchasing and Contracts shall be interpreted as the County's acknowledgement of delivery only.

2.17 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.4. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.18 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

**Agreement:** Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Agreement Administrator:** The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Bid:** A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

**Bidder:** One who submits a response to an invitation to bid (ITB).
**Contractor:** The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor’s Project Manager:** The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**County’s Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day:** The word “day” means each calendar day or accumulation of calendar days.

**Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.

**Master Agreement:** The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Preference:** The method of reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Purchase Order:** The County’s written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

**Subcontractor:** A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

**4.0 SUBMITTAL REQUIREMENTS (Submit in the following order)**

It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information requested below.
- **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.7)

- **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.

- **Completed Bid Submittal Form** (use attached form Section 5.0).

- **References** - List at least three (3) recent references where the proposed services have been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- **Business Tax Receipt (BTR)**

  To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

  There are two exceptions to this Bid submission requirement:
  1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, OR
  2. If Bidder's business type is exempt, submit with proposal a Proof of Exemption approved by the Volusia County Revenue Director (see Section 14.0).

  For more information and to access Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances, see https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=P%20TIICOOR_CH114TA_ARTIINGE

- **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

  Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

  Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed
Hold Harmless Agreement (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

☐ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

☐ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

☐ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, online registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

☐ **Certification Affidavit by Local Business** (use attached forms 11.0 and 12.0) All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

☐ **Drug-Free Work Place form** (use attached form Section 8.0).

☐ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

☐ **Certification Regarding Debarment – Sub if applicable** (use attached form Section 10.0).

☐ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
5.0 BID SUBMITTAL FORM

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

The undersigned hereby declare(s) that [firm name] has carefully examined the specifications to furnish Installation, Delivery, and Removal of Concrete, for which Bid Submittals were advertised to be received no later than 3:00 p.m., EST, on Thursday, October 3, 2019, and further declares that the firm will furnish the Installation, Delivery, and Removal of Concrete according to specifications.

COMPLETE ATTACHMENT A – BID PRICE SHEET (EXCEL WORKSHEET)

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

Sole Proprietor □ Yes □ No Total number employees ......................

F.O.B. Destination, freight allowed

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

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

Which does the firm use: □ Diesel fuel or □ Gasoline?

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

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

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

Do you accept electronic funds transfer (EFT)? □ YES □ NO

Do you offer a discount for electronic funds transfer (EFT)? □ YES, ____ % □ NO

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

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 19-B-156IF, "Installation, Delivery, and Removal of Concrete", 
including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

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

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

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### 6.0 REFERENCES

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<td>Comments:</td>
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7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (printed name) ____________________________________________, am the
   (title) __________________________________________________________________ and the duly authorized representative of
   the firm of (Firm Name) __________________________________________________________________ whose address is
   __________________________________________________________________, and that I possess the
   legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real
or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any
   corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
   without collusion or fraud.

EXCEPTIONS to items above (List): _____________________________________________________________

________________________________________________________________________________________

Signature: __________________________________________________________
Printed Name: __________________________________________________________
Firm Name: __________________________________________________________
Date: __________________________________________________________________

STATE OF ________________________
COUNTY OF ________________________

Sworn to and subscribed before me this ___ day of ____________, 20___, by
________________________________________________, who is/are personally known to me or
who has/have produced ____________________________ as identification.

NOTARY PUBLIC – STATE OF ________________________
Type or print name: __________________________________________________________
Commission No.: __________________________________________________________________
Commission Expires: __________________________________________________________________

(Seal)
8.0 DRUG-FREE WORK PLACE

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

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name and Title ___________________________ Date _______________

Signature _______________________________

Firm _________________________________

Street address __________________________

City, State, Zip __________________________
9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip
10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip
11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

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

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

By: ____________________________________________________________________________
(Authorized individuals name and title)

For: ____________________________________________________________________________
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility
   1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote  □ Yes □ No
   2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance  □ Yes □ No

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

(Signature)

STATE OF ______________________________

COUNTY OF ______________________________

Sworn to and subscribed before me this _____ day of __________, 20____, by ____________________________________________, who is/are personally known to me or who has/have produced ____________________________________________ as identification.

______________________________
NOTARY PUBLIC – STATE OF __________
Type or print name:

______________________________
Commission No.:

______________________________
Commission Expires: ______________________

(Sign)
12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

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

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

By: 

(Authorized individuals name and title)

For: 

(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility
1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote □ Yes □ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance □ Yes □ No

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

(Signature)

STATE OF __________________________
COUNTY OF __________________________

Sworn to and subscribed before me this ____ day of ____________, 20____, by __________________________, who is/are personally known to me or who has/have produced __________________________, as identification.

__________________________
NOTARY PUBLIC – STATE OF
Type or print name:
Commission No.: __________________________
Commission Expires: __________________________

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13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity’s name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder’s subcontractors and Bidder’s implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).
14.0 PROOF OF EXEMPTION

Volusia County
FLORIDA

I certify that the business known as (business name) ____________________________, providing ____________________ services, which is located at (street address) ________________________ ________________________, (city) ________________________, falls under the business tax exemption described in:

☐ Florida Statute 205. 063 ☐ Florida Statute 205. 065 ☐ Florida Statute 205. 191
☐ Florida Statute 205. 064 ☐ Florida Statute 205. 162 ☐ Florida Statute 205. 192
☐ Florida Statute 205. 171

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTICOOR_CH114TA_ARTIINGE

OR is the type of business indicated below:

☐ Child Care – Residential ☐ Insurance Adjuster, Agent,
☐ Commercial Rentals ☐ or Company
☐ Door to Door/Peddler Sales ☐ Pharmacist/Pharmacy
 ☐ (Prescription Drugs Only)

☐ Radio/Television Station ☐ Religious Institution
☐ Residential Rentals over 6 months ☐ Sale of Alcoholic Products only

(Authorized Signature) ____________________________________________ (Printed Name) ____________________________________________

STATE OF ______________________

COUNTY OF ______________________

Sworn to and subscribed before me this _____ day of ________, 20____, by ________________________________, who is/are personally known to me or who has/have produced ________________________________ as identification.

NOTARY PUBLIC – STATE OF ______________________
Type or print name: ________________________________
Commission No.: ________________________________
Commission Expires: ________________________________

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

Revenue Director/Designee
15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: ________________________________

By: __________________________________________

(Authorized Signature)

Title: __________________________________________

Date: ________________
16.0 HOLD HARMLESS AGREEMENT

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

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

On ________________, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____________________________ (please insert name of contract), (hereinafter “Agreement”) which is incorporated by reference herein.

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

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

Owner: ___________________________ (print name) ___________________________ (signature)
Employee 1: ___________________________ (print name) ___________________________ (signature)
Employee 2: ___________________________ (print name) ___________________________ (signature)
Employee 3: ___________________________ (print name) ___________________________ (signature)

STATE OF ___________________________
COUNTY OF ___________________________

Sworn to and subscribed before me this ____ day of ________________, 20____, by ___________________________, who is/are personally known to me or who has/have produced ____________________________ as identification.

__________________
NOTARY PUBLIC – STATE OF

__________________
Type or print name:

__________________
Commission No.: ___________________________

(Seal)
Commission Expires: ___________________________
Exhibit I
County of Volusia
General Conditions and Instructions

1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile or electronic submissions are NOT acceptable. No offer may be modified after acceptance.

2. BIDDER’S RESPONSIBILITY: The Bidder, by submitting a Bid, represents that:

A. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County’s annual audit.

3. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

4. OPENING: Pursuant to Section 119.071, Florida Statutes, Bids or proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760. Read the fullADA Noticeunder The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).
5. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising.
therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

6. **CLARIFICATION/CORRECTION OF ENTRY/MINOR IRREGULARITIES:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County’s best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

7. **QUESTIONS, EXCEPTIONS, AND ADDENDA:** It is incumbent upon each Bidder to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in the ITB who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County’s web site. It is each Bidder’s responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder’s proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

8. **INCURRED EXPENSES:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

9. **DISADVANTAGED BUSINESSES:** The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

10. **LOCAL PREFERENCE:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.
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This Section 10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 10 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

11. PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

12. UNUSUAL COSTS: The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor’s request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

13. ADDITIONAL TERMS & CONDITIONS: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

14. TAXES: County is exempt from Manufacturers’ Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, “Doing Business with Volusia County” and “Consumer Certificate of Tax Exemption” from the available menu screens to see a copy of the certificates.

15. PAYMENT TERMS: Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

16. DISCOUNTS: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

17. MEETS/MINIMUM SPECIFICATIONS: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

18. BRAND NAME OR EQUAL: If items requested by this ITB have been identified in the specifications by a Brand Name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will
be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

19. SAMPLES: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

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

21. CHANGE IN SCOPE OF WORK/SERVICE:

A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

22. GOVERNING LAWS/VENUE: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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23. **ASSIGNMENT**: Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

24. **CONTENT OF INVITATION/RESPONSE**: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these “GENERAL CONDITIONS AND INSTRUCTIONS.”

25. **DISCLOSURE OF BID CONTENT**: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

26. **LIMITATION OF LIABILITY/INDEMNIFICATION**: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

27. **INFRINGEMENT CLAIM**: For all licensed software or derive works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section 27, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

28. **SOVEREIGN IMMUNITY**: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages,
regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

29. PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

30. USE OF COUNTY LOGO: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County’s Intellectual Property on Bidder’s submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

31. TRAINING: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

32. ACCEPTANCE: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder’s expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

33. SAFETY WARRANTY: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

34. SAFETY: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

35. WARRANTY: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

36. AWARD: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/re bidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards
based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest or award only a portion of the solicitation.

37. **OTHER AGENCIES:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

38. **FOB DESTINATION:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

39. **SPECIAL CONDITIONS:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor’s work activities.

40. **LICENSES, CERTIFICATES, AND PERMITS**

   A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employer Identification Number, Registration with the Florida Department of State, Division of Corporations’ Sunbiz at [www.sunbiz.org](http://www.sunbiz.org), AND;

   B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.

   C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

41. **RECORDS & RIGHT TO AUDIT:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL, for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 40 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor’s privacy and confidentiality policies and procedures.

42. **CLAIM NOTICE:** The Contractor shall immediately report in writing to the County’s designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

   Name: County of Volusia, Florida
   Personnel/Risk Management Division
43. **WAIVER OF CLAIMS:** Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

44. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor’s duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder’s sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

45. **SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 15.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County’s determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

46. **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW:** The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not
limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

47. RIGHT TO REQUIRE PERFORMANCE:

A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

48. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

49. CONTRACTOR'S PERSONNEL: During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide
Exhibit I
County of Volusia
General Conditions and Instructions

occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 49;

E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 10 Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (see Special Conditions Section 11.0 and 12.0) showing compliance.

50. COUNTY/CONTRACTOR RELATIONSHIP:

A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

51. **DISQUALIFICATION OF BIDDERS:** One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

52. **DEBARMENT: Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at [https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf](https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf)

53. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

54. **DISPUTE RESOLUTION**

**Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 53, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

**Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

**Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:
### Exhibit I
County of Volusia
General Conditions and Instructions

<table>
<thead>
<tr>
<th>County Work Days</th>
<th>Contractor's Representative</th>
<th>County Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Contractor's Project Manager</td>
<td>County's Project Manager</td>
</tr>
<tr>
<td>10</td>
<td>Contractor's Sr. Vice President of Sales</td>
<td>Director of Purchasing and Contracts</td>
</tr>
<tr>
<td>20</td>
<td>Contractor's COO or President</td>
<td>Deputy County Manager</td>
</tr>
</tbody>
</table>

**Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney’s fees for mediation or arbitration of an issue arising under this Agreement.

**Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 54, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.
1. **Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit II and ensure that the insurance policies comply with the specific terms and conditions therein.

*Figure 1:*

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WORKERS COMPENSATION</strong></td>
<td></td>
</tr>
<tr>
<td>☒ Waiver of Subrogation</td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td><strong>COMMERCIAL GENERAL LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>☒ Occurrence Basis</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td>☒ Blanket Contractual Liability</td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td>☒ Endorsement: Waiver of Subrogation</td>
<td>Premises-Operations: $1,000,000</td>
</tr>
<tr>
<td>☒ Endorsement: Primary and non-contributory</td>
<td>Products &amp; Completed Ops: $1,000,000</td>
</tr>
<tr>
<td>☒ County Additional Insured (Utilizing both ISO forms CG 20 37 for products &amp; completed ops and CG 20 38 for premises &amp; operations)</td>
<td>Personal &amp; Adv Inj.: $1,000,000</td>
</tr>
<tr>
<td>☒ Independent Contractors</td>
<td>Fire Damage: $</td>
</tr>
<tr>
<td><strong>AUTO LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>☒ Any Auto</td>
<td>Combined Single Limit: $1,000,000</td>
</tr>
<tr>
<td>☒ Contractor, its subcontractors &amp; independent contractors shall name County as Additional Insured</td>
<td>Bodily Injury (Per person): $</td>
</tr>
<tr>
<td>☒ Subcontractors &amp; independent contractors shall maintain same policy limits, terms, conditions required of general contractor</td>
<td>Bodily Injury (Per accident): $</td>
</tr>
<tr>
<td></td>
<td>Property Damage (Per Accident): $</td>
</tr>
</tbody>
</table>

*Note: If contractor does not have “Coverage Symbol 1: Any Auto”, contractor is limited to use of covered autos only.*

| **EXCESS LIABILITY**                      |                                                                              |
| ☒ Umbrella Form (Follow Form Basis)       | $1,000,000 per Occurrence/Aggregate                                          |
| ☒ County Additional Insured               |                                                                              |

*Note: If County cannot be added as additional insured, then policy shall be endorsed to provide additional insured status if required on the primary policy.*

**CANCELLATION:** Thirty (30) days written notice of cancellation is required to the Certificate Holder:
Certificate Holder:
County of Volusia
Purchasing & Contracts Division
123 W. Indiana Avenue, Room 302
DeLand, FL 32720

ATTN: Inga Fegley

Risk Management Division

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in Figure 1.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in Figure 1 or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.
G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. **Workers’ Compensation.** Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, Florida Statutes, Workers’ Compensation Insurance) and include Employers’ Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a “leased employee” or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker’s compensation insurance in accordance with Florida Worker’s Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers’ Compensation coverage or provide proof of their own Workers’ Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer’s liability coverage. Further, if the Contractor’s Subcontractors fail to obtain Workers’ Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney’s fees and costs arising under said employee(s) Workers’ Compensation insurance claim(s).

I. **Commercial General Liability Insurance.** The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor’s operations, independent Contractors, Subcontractors and “broad form” property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor’s Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability
EXHIBIT II

INSURANCE REQUIREMENTS

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. **Excess/Umbrella Liability.** Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. These policies shall be written on a follow form basis subject to the same terms, definitions, exclusions and conditions as the primary policies. These policies shall contain a dropdown coverage provision as well as a duty to defend. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

The Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless.

K. **Motor Vehicle Liability.** The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in Figure 1 per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in Figure 1.

L. **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.
2. Insurance Requirements

A. General Insurance Requirements:

i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund such program may submit an exception in accordance with Section 2.4 of ITB #19-B-156IF, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

vii. Contractor’s obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. **Proof of Insurance**

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor’s expense or terminate the Agreement but County has no obligation to renew any policies.

4. The provisions of this Exhibit II, shall survive the cancellation or termination of the Agreement.
INVITATION TO BID

Do NOT respond to this solicitation on line — See Section 2.5, Delivery of Bids

Pre Bid Date, Time and Location:
A pre-bid conference will be held at the Road and Bridge Barn located at 2560 W. State Road 44, DeLand, Florida, at 9:00 a.m., EST, Thursday, September 12, 2019

Installation, Delivery, and Removal of Concrete

Firm's Name: Whitehouse Contracting, LLC
P.O. Box 329
Lake Helen, FL 32744
whitthousemasonry@netscape.net

Phone Number: 386-747-7171
Fax Number: 386-228-0199

Date: 10/2/19
Authorized Signature: Andrew Whitehouse
Printed Name: Andrew Whitehouse
Title: Owner

This form must be completed and returned within 30 days of issuance of this invitation to bid. The contents of this invitation shall not be considered a contract until an award is made. Any terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding, unless otherwise stated in this invitation to bid. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit 1 “GENERAL CONDITIONS AND INSTRUCTIONS.”
Detail by Entity Name
Florida Limited Liability Company
WHITEHOUSE CONTRACTING LLC

Filing Information
Document Number: L08000021926
FEI/EIN Number: 28-2107089
Date Filed: 02/29/2008
State: FL
Status: ACTIVE
Last Event: LC AMENDMENT
Event Date Filed: 06/27/2011
Event Effective Date: NONE

Principal Address
625 Norwalk Dr
LAKE HELEN, FL 32744

Changed: 02/15/2016

Mailing Address
P.O. BOX 329
LAKE HELEN, FL 32744

Registered Agent Name & Address
WHITEHOUSE, ANDREW D
625 Norwalk Dr
LAKE HELEN, FL 32744

Name Changed: 01/05/2012
Address Changed: 02/15/2016
Authorized Person(s) Detail
Name & Address

Title MGRM

WHITEHOUSE, ANDREW
625 Norwalk Dr
LAKE HELEN, FL 32744

Annual Reports
<table>
<thead>
<tr>
<th>Report Year</th>
<th>Filed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>03/14/2017</td>
</tr>
<tr>
<td>2018</td>
<td>03/06/2018</td>
</tr>
<tr>
<td>2019</td>
<td>03/25/2019</td>
</tr>
</tbody>
</table>

**Document Images**

- 03/25/2019 – ANNUAL REPORT
- 03/06/2018 – ANNUAL REPORT
- 03/14/2017 – ANNUAL REPORT
- 02/15/2016 – ANNUAL REPORT
- 02/10/2015 – ANNUAL REPORT
- 02/01/2014 – ANNUAL REPORT
- 03/11/2013 – ANNUAL REPORT
- 01/05/2012 – ANNUAL REPORT
- 08/27/2011 – LC Amendment
- 02/28/2011 – ANNUAL REPORT
- 02/09/2010 – ANNUAL REPORT
- 02/23/2009 – ANNUAL REPORT
- 02/25/2009 – LC Amendment
- 02/29/2008 – Florida Limited Liability
# Volusia County Business Tax Receipt

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

**Account #** 198305010004  **Expires:** September 30, 2020  
**Business Location:** 625 NORWALK DR

**Business Name:** WHITEHOUSE MASONRY  
**Owner Name:** WHITEHOUSE CONTRACTING LLC  
**Mailing Address:** PO BOX 329  
LAKE HELEN, FL 32744

<table>
<thead>
<tr>
<th>BUSINESS TYPE</th>
<th>REQ DOC #</th>
<th>CODE</th>
<th>COUNT</th>
<th>TAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Contractor Class B</td>
<td>CBC1254675</td>
<td>301B</td>
<td>5</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

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

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

---

**Volusia County Business Tax Receipt**

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

**DATE PAID:** 09/12/2019  
**RECEIPT #:** BT 1-18-0006691  
**TOTAL TAX:** 18.00  
**PENALTY:** 0.00  
**TOTAL PAID:** 18.00

**Business Name:** WHITEHOUSE MASONRY  
**Owner Name:** WHITEHOUSE CONTRACTING LLC  
**Mailing Address:** PO BOX 329  
LAKE HELEN, FL 32744

**Account #** 198305010004  **Expires:** September 30, 2020  
**Business Location:** 625 NORWALK DR

**PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS**
CERTIFICATE OF LIABILITY INSURANCE

WHITCON-01

BLENNON

8/14/2019

DATE (MM/DD/YYYY)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lane-Lennon Commercial Insurance, LLC
PO Box 11
DeLand, FL 32721

INSURED
Whitehouse Contracting, LLC DBA Whitehouse Masonry
P O Box 329
Lake Helen, FL 32744-0329

CONTACT
NAME: Doni
PHONE: (386) 734-0800
MAILING ADDRESS: doni@lanelennon.com
FAX: (386) 738-3221

INSCRIBER AFFIRMING COVERAGE
INSCRIBER A: Old Dominion Insurance Co. 40231
INSCRIBER C: Business First Insurance Company 11697

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Master Agreement 1672B
Purchasing Contact: Inga Fegley

CERTIFICATE HOLDER
County of Volusia
123 West Indiana Avenue Room 302
DeLand, FL 32720

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
W-9
Request for Taxpayer Identification Number and Certification

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/designed entity name, if different from above

Whitehouse Contracting, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ☑ S

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ☞

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______________

Exemption from FATCA reporting code (if any) ______________________ (Applies to accounts maintained outside the U.S.)

See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See Instructions. 625 Norwalk Dr

Lake Helen, FL 32744

6 City, state, and ZIP code

Lake Helen, FL 32744

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

☐ ☑ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Or

Employer identification number

2 6 2 1 0 7 0 8 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number or (if I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person

Date 10/3/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)
ADDENDUM NO. 1

Installation, Removal, and Delivery of Concrete
ITB No. 19-B-1561F

TO: All firms interested in providing the required professional services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

**NOTICE**

Attachments:
- Pre-Bid Sign-In Sheets (posted to website)

Questions Received:

Question 1: Seems the General Terms on the referenced project pack, we did find not any low bid criteria evaluation. Please advice what will be procedure to determine the lowest?

36. AWARD: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/ rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards.

Response: Please see Section 2.8, Definition of Responsive and Responsible for this Bid on page 13 of 36 of the Invitation to Bid.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

If there are any questions, please contact the staff member responsible for this project, Ingmar Legley, Senior Procurement Analyst, at phone: (386) 626-6623 or via E-mail: ilegley@volusia.org.

SHAIRA RESTO, MBA, CPPB, FCCM
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 19-B-1561F

Vendor: Whitehouse Contracting, LLC
Signed by (Name/Position): Andrew Whitehouse/Owner
Phone No.: 386-747-7171 Date: 9/28/19

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE
5.0 BID SUBMITTAL FORM

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

The undersigned hereby declare(s) that [firm name], Whitehouse Contracting, Inc
has carefully examined the specifications to furnish Installation, Delivery, and Removal of Concrete, for which Bid Submittals were advertised to be received no later than 3:00 p.m., EST, on Thursday, October 3, 2019, and further declares that the firm will furnish the Installation, Delivery, and Removal of Concrete according to specifications.

COMPLETE ATTACHMENT A - BID PRICE SHEET (EXCEL WORKSHEET)

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

Sole Proprietor □ Yes □ No Total number employees .................. 4

F.O.B. Destination, freight allowed

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

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel? ......................... 5%

Which does the firm use: □ Diesel fuel or □ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages? .................................................. 20%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials? ......................... 30%

Prompt payment discount, if applicable: \[ \% \] □ A Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? □ YES □ NO

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

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

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 19-B-156IF, "Installation, Delivery, and Removal of Concrete",...
including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

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

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

* Andrew Whitehouse  
Authorized Signature  
Printed Name  
Owner  
Title  
Whitehouse Contracting, LLC  
Company Name  
1625 Norwalk Dr. Lake Helen, FL 32744  
Full Address  
386-747-7171  
Telephone  
386-228-0199  
Fax  
whthsemasonry@netscape.net  
E-mail Address  
80-161-3092  
Dunn & Bradstreet #  
26-2107089  
Federal I.D. #
### 6.0 REFERENCES

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<tr>
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<tr>
<td>Contact Person</td>
<td>Tom Cioffi</td>
</tr>
<tr>
<td>E-mail</td>
<td>t <a href="mailto:cioffi@deltona.fl.gov">cioffi@deltona.fl.gov</a></td>
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<td>Contact Person</td>
<td>Tom Vandehey</td>
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<td>Contact Person</td>
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Comments:
7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (printed name) Andrew Whitehouse, am the (title) Owner and the duly authorized representative of the firm of (Firm Name) Whitehouse Contracting, LLC whose address is 625 Normandy Dr. Lake Helen, Fl 32744, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List):

Signature: Andrew Whitehouse
Printed Name: Andrew Whitehouse
Firm Name: Whitehouse Contracting, LLC
Date: 10/3/19

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 3 day of October, 2019, by Andrew Whitehouse, who is/are personally known to me or who has/have produced as identification.

JUNE ELIZABETH FONT
NOTARY PUBLIC - STATE OF FLORIDA
Type or print name: June Elizabeth Font
Commission No.: GG, 076, 114
Commission Expires: May 8, 2021
8.0 DRUG-FREE WORK PLACE

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

\[\text{Whitehouse Contracting, LLC}\] (Name of Firm) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\[\text{Andrew Whitehouse - Owner}\] 

Name and Title

\[\text{Signature}\]

\[\text{Whitehouse Contracting, LLC}\] 

Firm

\[\text{625 Norwalk Dr.}\] 

Street address

\[\text{Lake Helen, Fl 32744}\] 

City, State, Zip

\[10/3/19\] 

Date
9.0 CERTIFICATION REGARDING DEBARMENT

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

TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Andrew Whitehouse - Owner
Name and Title

[Signature]

Whitehouse Contracting, LLC
Firm

625 Norwalk Dr.
Street address

Lake Helen, Fl 32744
City, State, Zip

10/3/19
Date
10.0 CERTIFICATION REGARDING DEBARMMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it
and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or
had a civil judgment rendered against them for commission of fraud or a criminal offense
in connection with obtaining, attempting to obtain, or performing a public (Federal, State,
or local) transaction or contract under a public transaction; violation of Federal or State
antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or
destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government
entity (Federal, State, or local) with commission of any of the offenses enumerated in
paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public
transactions (Federal, State, or local) terminated for cause or default.

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

Andrew Whitehouse - Owner
Name and Title

Signature

Whitehouse Contracting, LLC
Firm

625 Norwalk Dr.
Street address

Lake Helen, Fl 32744
City, State, Zip

Date 10/3/19
11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

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

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

By: Andrew Whitehouse - Owner
(Authorized individuals name and title)

For: Whitehouse Contracting, LLC
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility
1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

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

(Signature)

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 3 day of October, 2019, by Andrew Whitehouse who is/are personally known to me or who has/have produced as identification.

(Seal)

JUNE ELIZABETH FONT
NOTARY PUBLIC - STATE OF FLORIDA
My Commission # GO 076114
Expires: May 8, 2021
Commission Expires: May 8, 2021

Page 30 of 36
12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

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

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

By: ____________________________
   (Authorized individuals name and title)

For: ____________________________
   (Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility
   1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote
      □ Yes □ No
   2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance
      □ Yes □ No

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

______________________________
(Signature)

STATE OF ____________________________
COUNTY OF ____________________________

Sworn to and subscribed before me this ____________________________ day of ____________________________ , 2019, by ____________________________, who is/are personally known to me or who has/have produced ____________________________ as identification.

______________________________
(Seal)

______________________________
JUNE ELIZABETH FONT
MY COMMISSION # GG 076114
EXPIRES: May 8, 2021
Bonded thru Budget Notary Services

______________________________
JUNE ELIZABETH FONT
NOTARY PUBLIC – STATE OF FLORIDA

Commission No.: GG 076114
Commission Expires: May 8, 2021
13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY
VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a
conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any
goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity
for the construction or repair of a public building or public work; may not submit Bids, proposals, or
replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,
supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business
with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a
period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract
to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO
with any person or affiliate on the convicted vendor list for a period of 36 months following the date that
person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed
from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the
time of the commission of a public entity crime resulting in that person being placed on the convicted vendor
list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with
any other person who is under the same, or substantially the same, control as the person whose name
appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not
submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not
submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public
building or public work; may not submit Bids, proposals, or replies on leases of real property to a public
entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a
contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any
contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period
of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless
that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was
transacting business with an entity at the time of the discrimination resulting in that entity being placed on
the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or
transact any business with any other entity who is under the same, or substantially the same, control as the
entity whose name appears on the discriminatory vendor list so long as that entity’s name appears on the
discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal
does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder’s
subcontractors and Bidder’s implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).
14.0 PROVIDE OF EXEMPTION

BUSINESS SERVICES
REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (business name) Whitehouse Contracting, LLC. providing Concrete services, which is located at (street address) 625 Networks Dr, Lake Helen, FL, falls under the business tax exemption described in:

☐ Florida Statute 205. 063
☐ Florida Statute 205. 064
☐ Florida Statute 205. 065
☐ Florida Statute 205. 162
☐ Florida Statute 205. 171
☐ Florida Statute 205. 191
☐ Florida Statute 205. 192

https://library.unicode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIKCOOR_CH114TA_ARTINGE

OR is the type of business indicated below:

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

Authorized Signature

Andrew Whitehouse
(Printed Name)

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 3rd day of October, 2019, by
Andrew Whitehouse who is/are personally known to me or
who has/have produced

JUNE ELIZABETH FOST
NOTARY PUBLIC — STATE OF FLORIDA
Type or print name:
Commision No.: G0 07È 114
Commission Expires: May 8, 2021

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.
15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Andrew Whitehouse

By: [Signature]

(Authorized Signature)

Title: Owner

Date: 10/3/19
16.0 HOLD HARMLESS AGREEMENT

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

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

On ______________________, 2019, the County of Volusia and I or [the above-named business] entered into a contract for ______________________ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

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

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

Owner: Andrew Whitehouse (print name) (signature)
Employee 1: Dean Sarver (print name) (signature)
Employee 2: Andrew Sarver (print name) (signature)
Employee 3: Ralph Spears (print name) (signature)

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 3 day of October, 2019, by
Andrew Whitehouse, who is/are personally known to me or who has/have produced as identification.

June Elizabeth Ford
NOTARY PUBLIC STATE OF

Type or print name:
June Elizabeth Ford
Commission No.: GG076114
Commission Expires: May 8, 2021

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<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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<td>Removal of Existing Concrete Sidewalk &amp; Driveways (6-inch thick)</td>
<td>SY</td>
<td>$8.00</td>
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<tr>
<td>3</td>
<td>Removal of Existing Concrete Curb &amp; Gutter (All Types)</td>
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<td>Removal of Existing Miscellaneous Concrete</td>
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<td>$200.00</td>
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<td>Clearing and Grubbing</td>
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<td>$4.00</td>
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<td>6</td>
<td>Regular Excavation (Bank Measure)</td>
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<td>7</td>
<td>Embankment (Truck Measure)</td>
<td>CY</td>
<td>$20.00</td>
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<td>Type F Concrete Curb &amp; Gutter (&lt; 50 LF)</td>
<td>LF</td>
<td>$30.00</td>
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<td>Type F Concrete Curb &amp; Gutter (≥ 50 LF)</td>
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<tr>
<td>10</td>
<td>Concrete Drop Curb &amp; Gutter (&lt; 50 LF)</td>
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<td>11</td>
<td>Concrete Drop Curb &amp; Gutter (≥ 50 LF)</td>
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<td>$25.00</td>
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<td>12</td>
<td>Type D Concrete Curb (&lt; 50 LF)</td>
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<td>13</td>
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<td>Miscellaneous Concrete Class II including formwork (4500 psi)</td>
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<td>Concrete ADA Curb Ramp (6-inch thick)</td>
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<td>Surface Applied ADA Detectable Warnings</td>
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<td>Performance Turf (Bahia soda)</td>
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<td>Performance Turf (St Augustine/Floratam)</td>
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<td>26</td>
<td>Single Post Sign (Relocate)</td>
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<td>27</td>
<td>Short-Load Trip Charge (Projects &lt; 10 CY)</td>
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<td>28</td>
<td>Temporary Traffic Control for Lane Closure with Flaggers</td>
<td>DAY</td>
<td>$750.00</td>
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<tr>
<td>29</td>
<td>Temporary Traffic Control for Lane Closure without Flaggers</td>
<td>DAY</td>
<td>$300.00</td>
</tr>
</tbody>
</table>
Inga Fegley - [EX] Re: [EX] Updated COI Whitehouse Contracting

From: "Drew Whitehouse" <whthsemasonry@aim.com>
To: <ifegley@volusia.org>
Date: 10/22/2019 4:04 PM
Subject: [EX] Re: [EX] Updated COI Whitehouse Contracting

CAUTION: This email originated from outside Volusia County’s email system. DO NOT CLICK links or attachments unless you recognize the sender and/or know the content is safe.

Hello, We will provide the insurance required if awarded this contract.

Please let us know if you need anything else.

Thanks,

Drew Whitehouse
Whitehouse Contracting, LLC
386-747-7171

On Tuesday, October 22, 2019 Inga Fegley <ifegley@volusia.org> wrote:

Good afternoon,

Drew left me a message regarding the insurance and insurance requirements for the new solicitation and the clarification question sent earlier today. After review of the newly submitted insurance certificate, the following is what is missing:

- Commercial General Liability
  - Waiver of Subrogation needed
  - Primary and non-contributory needed
  - Unless there are independent contractors, which would need to list Volusia County as additional insured
• Auto appears fine unless there are independent contractors, which would need to list Volusia County as additional insured

• Workers Compensation is fine

• Umbrella policy in the amount of $1,000,000 per occurrence/aggregate with Volusia County listed as additional insured is needed

Please advise if your firm, if awarded, agrees to provide the required insurance as listed on Exhibit II - Insurance Requirements for 19-B-156IF, Installation, Delivery, and Removal of Concrete.

Thank you,
Inga

_Inga Fegley, CPP, CPPB_  
_Senior Procurement Analyst_

_Volusia County Purchasing & Contracts_
_123 W. Indiana Ave., Rm. 302_
_DeLand, FL 32720-4608_
_ifegley@volusia.org_
_Direct Phone: 386-626-6623; Fax: 386-626-6629_

_Volusia County_
_Florida_

_A Think Green! Please do not print this e-mail unless necessary_

>>> "Malissa Whitehouse" <malissawhitehouse@yahoo.com> 10/22/2019 8:09 AM

>>> CAUTION: This email originated from outside Volusia County's email system. DO NOT CLICK links or attachments unless you recognize the sender and/or know the content is safe. 

Please see attached.

Thank you,
## County of Volusia, FL
### Recommendation of Award

**Bid Number:** 19-B-156F

**Bid Title:** Installation, Delivery, and Removal of Concrete

**Opening Date/Time:** 10.03.19 2:00 PM

### All Terrain Tractor Service, Inc.
Orange City, FL

### Con/Cor Construction Corp.
Orlando, FL

### Meitello Concrete Corporation
Daytona Beach, FL

### Saboundgi Construction Corp.
New Smyrna Beach, FL

### Sanderson Concrete Construction
Port Orange, FL

### Sparks Concrete, LLC
S. Daytona, FL

### Truant Construction, LLC
Lake Helen, FL

### Warehouse Contracting

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<tr>
<th>Item</th>
<th>Description</th>
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<td>$130.00</td>
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<td>Temporary Traffic Control for Lane Closure without Flaggers</td>
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**Open by:** Jennifer Dittrick, Senior Procurement Analyst and Inga Fogelby, Senior Procurement Analyst

**Tabulation by:** Inga Fogelby, Senior Procurement Analyst

**Recommendation of Award:** Meitello Concrete Corporation; Saboundgi Construction, Inc.; Sanderson Concrete Construction; and Warehouse Contracting

**County Council Meeting Date:** 12.10.19

**Posted:** 10.31.19

**Reviewed by:** [Signature] Director Purchasing and Contracts
# Master Agreement

**NO. 750 32445 - 1**

**TERM: 2020-01-06 to 2023-01-05**

---

**Date Issued:** 01/13/2020

**Vendor contact:**
- **Name:** ANDREW WHITEHOUSE
- **Phone:** 386-747-7171
- **E-mail:**

**County contact:**
- **Name:** BENJAMIN BARTLETT
- **Phone:** 386-822-6422
- **E-mail:** bbartlett@volusia.org

**Bill To:**
- **Company:** County of Volusia
- **Address:** AS REQUIRED BY USING DEPARTMENT
- **Location:** VORUSIA COUNTY, FL 32720

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<tr>
<th>Vendor Name</th>
<th>Vendor No.</th>
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<td>08072900090</td>
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<td>WHITEHOUSE MASONRY</td>
<td></td>
</tr>
<tr>
<td>P.O. BOX 329</td>
<td></td>
</tr>
<tr>
<td>LAKE HELEN, FL 32744</td>
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**Ship To:**
- **Company:** County of Volusia
- **Address:** AS REQUIRED BY USING DEPARTMENT
- **Location:** VORUSIA COUNTY, FL 32720

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<th>Award Authorization</th>
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<td>19-8-1601F/7275</td>
<td>2019-12-10</td>
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</table>

**Purchasing**
- **Name:** INGA FEGLEY
- **Phone:** 386-626-6623
- **E-mail:** ifegley@volusia.org

<table>
<thead>
<tr>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 45 Days, FOB Dest, Freight allowed</td>
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**Document Description:**
- Installation, Delivery, and Removal of Concrete

---

**Line Item**

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<td>EA</td>
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</tr>
</tbody>
</table>

---

**Signature:**

Pam Wilsy
Interim Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

*Remainder of page is blank*
Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.

In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider’s expense. These items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been inspected, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first-level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 26 (twenty-six) calendar days after delivery of the Disputing Party’s Notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-arbitration mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation. In accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMAs 2 CFR 200.316-320 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractor shall be prepared to comply with the requirements of the FEMAs Super Circular CFR 200.316-320 and Appendix II Contract Provisions as amended. These documents can be found at the Internet: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-Jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in amounts identified in the solicitation/and/contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best “A-” or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the “County of Volusia” be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party’s Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider’s offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss, and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party’s address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32740 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider’s documents shall be considered null and void. The County may deduct amounts it is owed from Provider’s payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any sub-contractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sobering Immunity. The County expressly reserves all rights, benefits and immunities of sovereign immunity in accordance with Sections 766.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limitations of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers’ Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-0022022393C-9). Certificates are available at www.volusia.og/purchasing. After accessing the foregoing website, select, “Doing Business with Volusia County” and “Consumer Certificate of Tax Exemption” from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.
City Council Meeting  
City of DeBary  
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Sidewalk Installation – DeBary Elementary – Whitehouse Contracting, LLC.</th>
<th>Attachments:</th>
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</thead>
<tbody>
<tr>
<td>From:</td>
<td>Carmen Rosamonda, City Manager</td>
<td>( ) Ordinance</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td>(x ) Supporting Documents/ Contracts</td>
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<td></td>
<td></td>
<td>( ) Other</td>
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<tr>
<td>Meeting Hearing Date</td>
<td>December 15, 2021</td>
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REQUEST

City Manager requests City Council approval of Whitehouse Contracting, LLC proposal to install multi-use sidewalk across from DeBary Elementary School on West Highbanks Road.

PURPOSE

The purpose is to install an 8’ multi-use sidewalk along with golf cart parking areas on the south side of West Highbanks Road between Ranch Trail Road and Surrey Road, which is directly across from DeBary Elementary School. Widening this sidewalk will improve multi-use sidewalk traffic and assist parents dropping off and picking up their children from school.

CONSIDERATIONS

- City Council is considering a golf cart ordinance to take effect March 1, 2020. If approved, the City’s strategic initiative will involve widening sidewalks on arterial roads for multi-purpose use. As stated, the highest priority areas will be at DeBary Elementary, Highbanks Road and Shell Road.

- The City is also considering a Continuing Contract with Whitehouse Contracting, LLC., piggybacking their contract with Volusia County. The County competitively bid the installation, delivery and removal of concrete. Whitehouse was the lowest bid.

- This Whitehouse task order matches the County pricing.

- Included in this project is correcting a portion of existing sidewalk near Ranch Trail Road that is not ADA compliant.

- Whitehouse has confirmed that this project will take 7-10 days to complete and it can be done during school Christmas break. The next window of opportunity to install this sidewalk will be during spring break, March 14-20, 2022, which is after the effective date of the golf cart ordinance.
COST/FUNDING

The cost of this task order is $53,048. The 6% contingency of this project is $3,183 for a grand total of $56,231. This project cost is budgeted in the approved FY 2021-22 annual budget, Public Works – Resurfacing (001-4100-541-4623).

RECOMMENDATION

It is recommended that the City Council approve Whitehouse Contracting, LLC proposal to install multi-use sidewalk across from DeBary Elementary School on West Highbanks Road for the total amount of $56,231.

IMPLEMENTATION

Construction will begin and be completed during school Christmas break, December 20, 2021 through January 3, 2022.

ATTACHMENTS

Whitehouse Contracting, LLC Task Order
Bill To
City of Debary
16 Colomba Rd.,
Debary, Fl 32713

PO Number

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Hours</th>
<th>Price/Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>West Highbanks Rd.- Ranch Trail Rd. to Surrey Rd. Remove existing 5' wide sidewalk and install 8' wide multi-use path with (2) additional concrete spaces for golf cart parking as directed.</td>
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Total: $53,048.00
**Master Agreement**  
**NO. 750 32445 - 1**  
**TERM: 2020-01-06 to 2023-01-05**  
**Page 1 of 2**

**Date Issued:** 01/13/2020

**Vendor contact:**  
**Name:** ANDREW WHITEHOUSE  
**Phone:** 386-747-7171 **Ext.:** 386-922-6422 **E-mail:** bbarlett@volusia.org

**County contact:**  
**Name:** BENJAMIN BARTLETT  
**Phone:** 386-922-6422 **Ext.:** 20470  
**E-mail:** bbarlett@volusia.org

**Bill To:**  
**County of Volusia**  
**AS REQUIRED BY USING DEPARTMENT**  
**VOLUSIA COUNTY, FL 32720**

**Vendor Name:**  
WHITEHOUSE CONTRACTING, LLC  
WHITEHOUSE MASONRY  
P.O. BOX 329  
LAKE HELEN, FL 32744

**Vendor No:** 08072900090

**Ship To:**  
**AS REQUIRED BY USING DEPARTMENT**  
**VOLUSIA COUNTY, FL 32720**

**Solicitation Number:** 19-B-1561F/7275

**Award Date:** 2019-12-10

**Award Authorization:** COUNCIL

**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed

**Document Description:**  
Installation, Delivery, and Removal of Concrete

<table>
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<tr>
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**Signature:**  
Pam Wisky, CPPO, CPPB  
Interim Purchasing & Contracts Director

**County of Volusia**  
**Sales Tax Exemption Number**  
85-8012622393C-9

*Remainder of page is blank*
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Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the Circuit Court of Orange County, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed under PO or MA, Provider certifies it maintains comprehensive general liability insurance and auto insurance policies that include coverage for personal injury and property damage, as required by law.

Intellectual Property. Provider agrees to protect, defend, indemnify and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property") as provided under this PO or MA, infringes upon or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fees in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, authorities, contractors, subcontractors, associates and all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

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Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in such documents shall be deemed to be a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall impair to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers’ Federal Excise Tax (Exemption# 49-8000-855) and Florida sales tax (Exemption# 85-062622395C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select “Doing Business with Volusia County” and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

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Warranty. Provider warrants that all Work and Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA) and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.
**COUNTY OF VOLUSIA, FL**

**RECOMMENDATION OF AWARD**

**BID NUMBER:** 19.B-18-16F

**BID TITLE:** INSTALLATION, DELIVERY, AND REMOVAL OF CONCRETE

**OPENING DATE/TIME:** 10.03.19 3:00 PM

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**ALL TERRAIN TRACTOR SERVICE, INC.**

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<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICING</th>
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<td>Removal of Existing Concrete Sidewalk &amp; Driveways (4-inch thick)</td>
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<td>20</td>
<td>Add Fibermesh to Sidewalk, Driveway and Misc. Concrete</td>
<td>CY</td>
<td>$21.00</td>
</tr>
<tr>
<td>21</td>
<td>Reinforcing Steel for Miscellaneous Concrete</td>
<td>LB</td>
<td>$1.75</td>
</tr>
<tr>
<td>22</td>
<td>Concrete ADA Curb Ramp (6-inch thick)</td>
<td>SY</td>
<td>$252.00</td>
</tr>
<tr>
<td>23</td>
<td>Surface Applied ADA Detectable Warnings</td>
<td>SF</td>
<td>$35.00</td>
</tr>
<tr>
<td>24</td>
<td>Performance Turf (Bahia Sod)</td>
<td>SY</td>
<td>$3.50</td>
</tr>
<tr>
<td>25</td>
<td>Performance Turf (St Augustine/Floratam)</td>
<td>SY</td>
<td>$6.90</td>
</tr>
<tr>
<td>26</td>
<td>Single Ped Sign (Reclaim)</td>
<td>EA</td>
<td>$300.00</td>
</tr>
<tr>
<td>27</td>
<td>Short-Load Trip Charge (Projects &lt; 10 CY)</td>
<td>EA</td>
<td>$450.00</td>
</tr>
<tr>
<td>28</td>
<td>Temporary Traffic Control for Lane Closure with Flaggers</td>
<td>DAY</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>29</td>
<td>Temporary Traffic Control for Lane Closures without Flaggers</td>
<td>DAY</td>
<td>$725.00</td>
</tr>
</tbody>
</table>

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**Opened by:** Jennifer Disbrow, Senior Procurement Analyst and Inga Feagley, Senior Procurement Analyst

**Tabulation by:** Inga Feagley, Senior Procurement Analyst

**Recommendation of Award:** Mihelco Concrete Corporation; Sabourge Construction, Inc.; Sanderson Concrete Construction; and Whitehouse Contracting

**County Council Meeting Date:** 12.10.19

**Posted:** 10.31.19

**Reviewed by:** Jeanne Jones

**Director Purchasing and Contracts**
Sidewalk Improvement
At
DeBary Elementary