



City of Deltona

Mayor
John Masiarczyk

Vice Mayor
Chris Nabicht
District 6

Commissioners:

Mitch Honaker
District 1

Anita Bradford
District 2

Heidi Herzberg
District 3

Christopher Alcantara
District 4

Brian Soukup
District 5

City Manager
Jane K. Shang

PUBLIC NOTICE

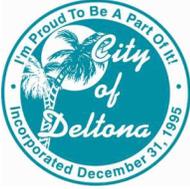
**CITY OF DELTONA
2345 Providence Blvd.
Deltona, FL 32725**

**City Manager Agenda Review Meeting
2nd Floor Conference Room
Monday, November 21, 2016
5:30 P.M.**

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

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

**Deltona Municipal Complex 2345 Providence Blvd. Deltona, FL 32725
(386) 878-8100; FAX: (386) 878-8501
City Webpage: www.deltonafl.gov**



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Regular Commission Meeting

City Commission

Mayor John C. Masiarczyk Sr.
Vice Mayor Chris Nabicht
Commissioner Christopher Alcantara
Commissioner Anita Bradford
Commissioner Heidi Herzberg
Commissioner Gary Mitch Honaker
Commissioner Brian Soukup

Monday, November 21, 2016

6:30 PM

Deltona Commission Chambers

1. CALL TO ORDER:

2. ROLL CALL – CITY CLERK:

3. INVOCATION AND PLEDGE TO THE FLAG:

- A. [Invocation Presented by Commissioner Bradford - Pastor William Bradley with New Hope Baptist Church.](#)

Background:

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

4. APPROVAL OF MINUTES & AGENDA:

- A. [Approval of minutes - Regular Commission Meeting of November 7, 2016 and Special Commission Meeting of November 14, 2016, as presented. - Joyce Raftery, City Clerk \(386\) 878-8502.](#)

Background:

N/A

Attachments:

[November 7, 2016 Minutes](#)
[November 14, 2016 Minutes](#)

5. PRESENTATIONS/AWARDS/REPORTS:

- A. [Proclamation - Florence & Donald Smith Day](#)

Attachments:

[Florence & Donald Smith Day](#)

6. CITY COMMISSION SPECIAL REPORTS:

7. PUBLIC FORUM: - Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

Citizen comments for any items. (4 minute maximum length per speaker)

CONSENT AGENDA: The consent agenda contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Commission wish to speak on a consent item, they have the same opportunity.

8. CONSENT AGENDA:

- A. [Request for approval of Cooperative Economic Agreement with Team Volusia Economic Development Corporation. Jerry Mayes, Economic Development Manager, \(386\) 878-8619.](#)

[Strategic Goals: Economic Development.](#)

Background:

The purpose of this Agreement is to support the program of economic and business development in the City of Deltona and throughout Volusia County. This will enhance the economic wellbeing of the citizens of the City of Deltona. Team Volusia Economic Development Corporation is currently engaged in a cooperative venture between the public and private sector economic drivers for the purpose of recruiting new businesses and developers to the City of Deltona and Volusia County. This includes activities that assist in multiple City of Deltona 'Strategic Goals', such as assistance with the new City Economic Development website, with the Branding of the city, and with specific goal related efforts.

Attachments: [TVEDC Agreement](#)

- B. [Request Approval for a Cost-share Agreement between the St. Johns River Water Management District \(SJRWMD\) and the City of Deltona relating to the Lake Monroe Phase 4A project - Matt Doan, P.E., Acting Public Works Director \(386\) 878-8973](#)

[Strategic Goal: Infrastructure](#)

Background:

The SJRWMD has issued requirements in the City's consumptive use permit (CUP) that require the City to, among other things, expand its reclaimed water system or face reductions in its

groundwater allocation.

To meet this requirement, the City intends to construct the Lake Monroe Reclaimed Withdrawal Phase 4 project. The phase 4 project has been split into Phases 4A and 4B.

The attached agreement pertains to phase 4A only.

This project has also been referred to as the West Volusia Water Suppliers (WVWS) 4A Deltona Storage and Treatment System Improvements Project in documents associated with the SJRWMD. Additionally, the project has been referenced with variations of the Alexander Avenue Water Management Site most recently in the public meeting held on 11/15/2016 and in current design documents.

The Lake Monroe Phase 4A Reclaimed Water Augmentation Project is necessary to reduce the City's reliance on ground water resources and meet those requirements set forth in the CUP. Funding of this project will be accomplished through a series of grants and a loan from the State Revolving Fund Loan (SRF) program. The estimated project cost for 4A is \$10,450,000.

This agreement provides \$3,750,000 in grant funding (\$1.875m from each, SJRWMD and FDEP) for the project. The City has budgeted \$6,000,000 in the FY 16/17 budget. Additional monies will be budgeted for in FY 17/18 as necessary to accommodate funding of the final construction costs that will be established through competitive bidding.

The project is expected to be completed over an 18 month period. After which the City will be able to treat stormwater from two existing pump stations and be prepared to treat future surface water to reclaimed water standards.

In order to meet the requirements of the SJRWMD cost-share agreement, the agreement must be approved and submitted to their office by November 23, 2016 to ensure compliance with the provisions of the agreement.

Attachments: [28855 City of Deltona WVWS Project 4A Agreement-Doan](#)

9. ORDINANCES AND PUBLIC HEARINGS:

- A. [Request for approval of Resolution No. 2016-56, Approval of Prior Year \(FY 2015/2016\) Budget Carry Forward of Transportation Fund funds in order to provide funding to complete multi-year Transportation projects - Robert Clinger, Finance Department \(386\) 878-8552.](#)

Strategic Goal: Fiscal Issues - Transportation / CIP**Background:**

The City currently has several Transportation projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next.

The City's Transportation Fund had a revised capital budget of \$4,825,000 for FY 2015/2016 and is requesting to carry forward \$1,194,300 of unspent funds. The funds will be allocated to seven (7) multi-year Transportation projects.

Attachments:

[R-2016-56 Transportation budget carry over](#)

[Trans budget carry-over FY 15-16](#)

- B. [Request for approval of Resolution No. 2016-57, Approval of Prior Year \(FY 2015/2016\) Budget Carry Forward of Stormwater Fund funds in order to provide funding to complete multi-year Stormwater projects - Robert Clinger, Finance Department \(386\) 878-8552.](#)

Strategic goal: Infrastructure**Background:**

The City currently has several Stormwater projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next

The City's Stormwater Utility Fund had a revised capital budget of \$2,550,600 for FY 2015/2016 and is requesting to carry forward \$944,200 of unspent funds. The funds will be allocated to nine (9) on-going multi-year Stormwater projects.

Attachments:

[R-2016-57 SW Carry-over](#)

[SW budget carry-over FY 15-16](#)

- C. [Request for approval of Resolution No. 2016-63, Approval of Prior Year \(FY 2015/2016\) Budget Carry Forward of General Fund funds in order to provide funding to complete certain City initiatives - Robert Clinger, Finance Department \(386\) 878-8552.](#)

Strategic goal: Fiscal Issues**Background:**

During the 14/15 and 15/16 fiscal years, the City Commission approved several City initiatives. Many of these initiatives have been completed; however there are some initiatives that could not be completed in the fiscal year approved. Staff is requesting approval to carry forward funding of \$469,800 for the following initiatives not yet completed:

Gateway Beautification - Howland / Graves \$300,000

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Since that time, the City has left these funds in tact in order to use them as leverage in obtaining grants. The City has been successful in this endeavor and anticipates using the funds as a grant match in FY 16/17.

Gateway Beautification - I4 / Saxon \$50,000

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Since that time, the City has left these funds in tact in order to use them as leverage in obtaining grants. The City has been successful in this endeavor and anticipates using the funds as a grant match in FY 16/17.

Master planning - Community Center / Sports Niche \$75,000

\$100,000 was originally budgeted for this project. The sports niche master planning phase is well underway and staff is requesting to carry forward the remaining \$75,000 in order to continue with the master plan. Of this amount, a portion will be used to complete the master plan for parks and recreational facilities with the remainder being used to develop a business pro-forma for the new Community Center.

Firefighter Reserve Program \$25,100

These funds were designated for the City's new Firefighter Reserve Program via a budget amendment in FY 15/16. As the funds were approved late in the FY 15/16 year, staff did not have ample time to get the equipment necessary for the program ordered and delivered; therefore staff is requesting these funds be carried forward in order to continue with the program.

Gateway Beautification - Accent existing areas \$19,700

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Gateway beautification is an on-going process driven by the seasons and/or climate and staff is requesting to carry forward the unspent funds.

Attachments:

[R-2016-63 General Fund budget carry over 2017-04](#)

- D. [Request for Approval of Resolution 2016-64, Final Budget Amendment /Transfer for FY 2015/2016 to transfer funds between General Fund departments as part of the year end process - Robert Clinger, Finance Department \(386\) 878-8552.](#)

[Strategic Goal: Fiscal Issues](#)

Background:

As part of the fiscal year end process, it is standard practice to process a year end budget amendment to “true up” department budgets so that no department reflects an over-budget situation in the City’s CAFR. This requested transfer moves budget dollars between departments in the General Fund to fund the City’s first debt service payment on the Community Center as the debt was not budgeted during the FY 2015/2016 budget process. This amount does not reflect a full debt service payment but represents the General Fund’s proportionate share for the Community Center from July 7, 2016 - September 30, 2016. This movement does not result in a net change in budgetary fund balance.

Attachments:

[R-2016-64 - year end budget amendment
Final True Up General Fund - FY 15-16](#)

- E. [Request for Approval of Resolution 2016-65, Budget Amendment for FY 2016/2017 in the Equipment Fund for \\$11,000 in order to provide funding for the mounting and installation of the Automated License Plate Readers \(ALPRs\) - Robert Clinger, Finance Department \(386\) 878-8552.](#)

[Strategic Goal: Public Safety](#)

Background:

During FY 15-16, some ALPR equipment was tested for mobile application with VCSO patrol vehicles. However, during the testing process, there was considerable down-time for the mobile LPR units. Therefore, the decision was made to purchase static LPR units with strategic placement throughout the City of Deltona. This end of the fiscal year decision created logistical obstacles of placement, installation, and connectivity that could not be overcome until after the closing period of FY 15-16. Due to the fact that units ultimately being used are not mobile, there are additional costs for camera mounting poles and electric service feeds that were not budgeted. Therefore, staff is requesting a budget amendment in the amount of \$11,000 in order to purchase the required mounting poles and to provide the associated electrical wiring needed.

Attachments:

[R-2016-65 - BA Equip Fund - VCSO
2017-05](#)

- F. [Request for approval of Resolution No. 2016-55, Approval of Prior Year \(FY](#)

[2015/2016\) Budget Carry Forward of Deltona Water funds in order to provide funding to complete multi-year Utility projects - Robert Clinger, Finance Department \(386\) 878-8552.](#)

[Strategic Goal: Infrastructure](#)

Background:

The City currently has several Utility projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next.

Deltona Water had a revised capital budget of \$8,980,100 for FY 2015/2016 and is requesting to carry forward \$3,132,900 of unspent funds. The funds will be allocated to several multi-year Utility projects.

Attachments: [R-2016-55 DW budget carry over](#)
[FY 15-16 - DW carry-over](#)

- G.** [Request for approval of Resolution No. 2016-62, Approval of Prior Year \(FY 2015/2016\) Budget Carry Forward of Equipment Fund funds in order to provide funding for items budgeted but not purchased and / or received in FY 2015/2016 - Robert Clinger, Finance Department \(386\) 878-8552.](#)

[Strategic Goal: Fiscal Issues](#)

Background:

The City currently has several pieces of equipment that were budgeted in FY 2015/2016 but were not purchased and / or received in FY 2015/2016 for a variety of reasons.

Staff is requesting that the funding for the following items be carried forward into FY 2016/2017 so that the equipment may be purchased in this fiscal year:

License Plate Readers (LPR)	\$ 89,100	
Electric Sign @ Howland Blvd	75,000	
Wireless Infrastructure Upgrade	30,000	
Installation of Video Surveillance Cameras at City Parks		35,000
Equipment for new Fire Engine	6,500	
Vehicles - Public works (3)	95,500	
Total Requested to be Carried Forward:	\$331,100	

Attachments: [R-2016-62 - Equipment Fund carry over](#)
[Equipment Fund 15-16 carry forward request details](#)
[2017-03](#)

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. [The Center at Deltona Construction of a Community Center Award \(Bid No. 17002\) - Chris Bowley, AICP, Planning and Development Services, \(386\) 878-8602.](#)

[Strategic Goal: Economic Development - Construct a Senior Community Center.](#)

Background:

The City has anticipated the construction of a new community center (the Center at Deltona) and placed that community need in the City's Strategic Plan. Funds were bonded, design commenced, permits obtained, and site preparation occurred. The construction services were placed out for bid (Bid No. 17002) and eight (8) responders submitted proposals; one in Volusia County that was not the lowest bidder. The lowest bidder withdrew (see attached letter) and the next lowest bidder is Mulligan Constructors, Inc. (Mulligan). Also attached are the bid tabulations for Bid No. 17002 and the proposal from Mulligan (an Orlando-based firm). Mulligan's base bid is \$7,163,000.00, not including alternate pricing.

Bid No. 17002 includes two alternate costs, one for exterior building treatment above basic for \$49,393.00 and a second for stage equipment for \$30,092.00. The exterior finish upgrades is recommended to be included for building fenestration. The stage equipment alternate is not recommended to be selected at this time due to the following: 1) the new City Event Manager should determine the needs for fitting the stage tied to venue leasing, 2) the alternate cost would include the general contractor's percentage, and 3) there should be an assessment period to determine the appropriate stage equipment to reduce the potential for over-purchasing.

Attachments: [Bid Tabs](#)
[Mulligan Constructors Bid](#)
[Construct-Tech Group Bid Withdrawal](#)

- B. [Grant Compliance Monitoring for Davis Bacon and FDOT - Chris Bowley, AICP, Planning and Development Services, \(386\) 878-8602.](#)

[Strategic Goal: Fiscal Issues - Other grants as approved by the City Commission.](#)

Background:

The City of Deltona in its Strategic Plan identified the need for grant pursuit, in addition to grants written by staff. In addition to grant writing, a component of grants is compliance monitoring once a grant is issued. The source of grant funds may also have specific rules of compliance, as is the case with formula-based grants such as CDBG or SHIP. The use of a grant compliance firm is needed for Davis Bacon compliance above that which can be provided by City staff and FDOT grant compliance for TPO grants until Local Agency Program (LAP) certification can be achieved by City staff per project.

To meet grant compliance for two major grant sources being utilized by the City (CDBG and FDOT funded grants), a scope (RFQ No. 17007) was submitted for Davis Bacon and FDOT grant compliance through the City Purchasing office. One respondent proposal was received from Guardian Community Resource Management, Inc., who is also one of the grant writers for the City. If approved, use of the firm will be paid through the Planning Department budget and/or grant administration budget.

Attachments: [Agreement for Grant Compliance](#)
[Guardian Scope of Services](#)
[Guardian Insurance Certificate](#)
[Guardian Fee Schedule](#)

12. CITY ATTORNEY COMMENTS:

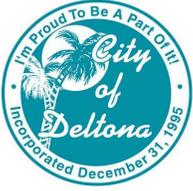
13. CITY MANAGER COMMENTS:

14. CITY COMMISSION COMMENTS:

15. ADJOURNMENT:

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

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Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 3 - A

SUBJECT:

Invocation Presented by Commissioner Bradford - Pastor William Bradley with New Hope Baptist Church.

LOCATION:

N/A

BACKGROUND:

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

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

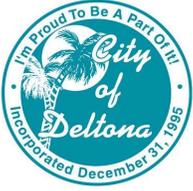
City Manager's Office

STAFF RECOMMENDATION PRESENTED BY:

N/A - Invocation Only

POTENTIAL MOTION:

N/A - Invocation Only



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - A

SUBJECT:

Approval of minutes - Regular Commission Meeting of November 7, 2016 and Special Commission Meeting of November 14, 2016, as presented. - Joyce Raftery, City Clerk (386) 878-8502.

LOCATION:

N/A

BACKGROUND:

N/A

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

City Clerk's Office

STAFF RECOMMENDATION PRESENTED BY:

City Clerk Joyce Raftery - That the Commission approve the minutes of the Regular Commission Meeting of November 7, 2016 and the Special Commission Meeting of November 14, 2016, as presented.

POTENTIAL MOTION:

"I move to approve the minutes of the Regular Commission Meeting of November 7, 2016 and the Special Commission Meeting of November 14, 2016, as presented."



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Minutes

City Commission

Monday, November 7, 2016

6:30 PM

Deltona Commission Chambers

1. CALL TO ORDER:

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

2. ROLL CALL – CITY CLERK:

Present: 9 - Commissioner Herzberg
Commissioner Honaker
Commissioner Schleicher
Commissioner Smith
Commissioner Soukup
Vice Mayor Nabicht
Mayor Masiarczyk
City Manager Shang
City Attorney Vose

3. INVOCATION AND PLEDGE TO THE FLAG:

A. Silent Invocation Presented by Commissioner Honaker.

Commissioner Honaker introduced Nick Pizza with Pizza Family Ministries who gave the invocation.

The National Anthem was sung by the Sunrise Singers from Sunrise Elementary who are made up of 4th and 5th Graders under the direction of Mrs. Pulliam.

4. APPROVAL OF MINUTES & AGENDA:

A. Approval of minutes - Regular Commission Meeting of October 17, 2016 and September 19, 2016, as revised. - Joyce Raftery, City Clerk (386) 878-8502.

Motion by Commissioner Schleicher, seconded by Vice Mayor Nabicht, to approve the minutes of the Regular Commission Meeting of October 17, 2016 and the Regular Commission Meeting of September 19, 2016, as amended. The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

5. PRESENTATIONS/AWARDS/REPORTS:

A. Super Star Student of the Month Certificates for October 2016

Mayor Masiarczyk and the Commission presented Certificates of Recognition to the Super Star students for the month of October, 2016.

Mayor Masiarczyk called for a brief recess at 6:48 p.m. and reconvened at 6:50 p.m.

B. An update on the Healthy Start Coalition of Flagler and Volusia Counties presented by Executive Director Dixie Morgese - Joyce Raftery, City Clerk (386) 878-8502.

Dixie Morgese, Executive Director with Healthy Start Coalition of Flagler/Volusia Counties gave a brief PowerPoint Presentation which included the history and purpose, the intake process, Family Place located in Deltona, Family Place client need data, Family Place education and income, service needs of Family Place contacts, Deltona Family Place public service announcement (PSA), and the way forward. She thanked Deltona for assisting with funding and she looks forward to continuing working together with the City.

C. Presentation - Quarterly Reports of City Advisory Boards/Committees - Joyce Raftery, City Clerk (386) 878-8502.

Vice Chairman Eric Alexander provided the Quarterly Report for the Economic Development Advisory Board and Plan Administrator Lisa Spriggs provided the Quarterly Report for the Firefighters Pension Board of Trustees.

D. The City's Investment Advisor, Chandler Asset Management, is going to give a presentation on the current economic environment as well as a status report on the City's investments as of September 30, 2016 -- Robert Clinger, Finance Department - (386) 878-8552.

Strategic Goal: Other priority objectives: maintain a balanced budget, reserves, and investments.

Julie Hughes, Senior Vice President Portfolio Strategist with Chandler Asset Management provided a presentation which included Section 1: Economic Update, Section 2: Account Profile, Section 3: Portfolio Holdings and a monthly account statement from September 1, 2016 to September 30, 2016.

6. CITY COMMISSION SPECIAL REPORTS:

Commissioner Honaker spoke about his Florida League of Cities committee meeting, it is the second meeting, the goal was to narrow down the 10 issues to two (2) which would be taken to Tallahassee, the committee agreed to combine the communications services tax with the local business tax and the other issue the committee agreed on was a new local government infrastructure tax.

Commissioner Soukup left the meeting at 7:35 p.m. and returned at 7:37 p.m.

Commissioner Herzberg spoke about her Florida League of Cities committee meeting, the committee agreed on the issue of water quality/water quantity, the second option is whether to address fracking or the pollution policy that the Governor is strongly promoting, it was suggested to change the wording of one issue to "flood mitigation" to make it more palatable as a flood mitigation source, the City of Cape Coral did a presentation on deep injection wells as another possible issue, and that the statements should be finalized by December's committee meeting. She gave a brief overview of the board meeting for the Daytona State College Center for Woman and Men, that there has been several articles in the local newspapers explaining what the center does, the Student Government Association voted to give the center and the Fresh Start Program a \$10,000 grant, the Center paid for replacing books for a student who was carjacked and students who had books damaged by Hurricane Matthew, possibly having Department of Children and Families (DCF) on campus, and Mr. Kennedy being the advisor who is appreciative of the partnership with the City.

Vice Mayor Nabicht spoke about the Pine Ridge High School Health Academy advisory board meeting, there was a parent meet and greet, the students are job shadowing around the City and will also be job shadowing soon with the Fire Department. He spoke about the City's programs that are in with the Transportation Planning Organization (TPO) such as Catalina Blvd. and Howland Blvd. which is delayed for six (6) to eight (8) weeks and staff is working with all the affected agencies on the sidewalk program. He spoke about the I-4 Ultimate meeting which will be held in the Commission Chambers at 5:00 p.m. on November 16th. He spoke about the Florida Department of Transportation (FDOT) connector study which has been narrowed down to bus transit route configuration and the rail route configuration, the survey and study will be carried forward and that this is a long term project. He provided a brief presentation on the VOTRAN Trip Planner which illustrates the new VOTRAN App, maximizing the ability to utilize the bus transportation system, and things like the app and smart street lights will continue to improve the bus service to allow riders to be more comfortable using the system.

Mayor Masiarczyk left the meeting at 7:44 p.m. and returned at 7:47 p.m.

7. PUBLIC FORUM: - Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

Pat Mihalic, 216 Yorktowne Drive, Daytona Beach presented a plaque to the City Commission and City Manager Shang in honor of their support of the Deltona Trap Neuter Release (TNR) Program from CCFAW and the TNR Citizen Volunteers,

November 2016. She spoke about the TNR reducing the number of animals euthanized, 80% of cats being saved through the program, the City having faith in the program and she thanked everyone involved.

Julie Tirado, 1450 Randolph Street, Deltona, spoke about the TNR Program, she thanked Commissioner Herzberg and Deputy City Manager Dale Baker for assisting her on a daily basis, and she thanked the Volusia County Sheriff's Office for assisting with an issue she had at the Saxon Blvd. plaza.

Douglas MacDonald, 1494 Surry Run Court, Deltona, spoke about an article in the News Journal, the City Manager doing a good job for the City, needing a supermajority to fire the City Manager, a School Board water crisis being fabricated, the issue of forced sewer not existing, the person fabricating issues is doing so as a campaign, and he suggested reprimanding a Commissioner.

Mike Williams, 2889 Cottageville Street, Deltona, spoke about the Martin Luther King Breakfast at 300 attendees at \$7 each and would like the City to pay for the breakfast, the guest speaker is VCSO Sheriff Mike Chitwood and ? Bradford, as President of the NAACP he agrees with Douglas McDonald, that he has worked with both the City Manager and City Attorney,

CONSENT AGENDA: The consent agenda contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Commission wish to speak on a consent item, they have the same opportunity.

8. CONSENT AGENDA:

Motion by Commissioner Schleicher, seconded by Commissioner Honaker, to approve the Cigna contract for health and dental insurance. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Vice Mayor Nabicht, and Mayor Masiarczyk

Against: 1 - Commissioner Soukup

A. Request for approval of Cigna contract for Health and Dental Insurance, 2017 - Richard Adams, Human Resources (386) 878-8752.

Strategic Goal: Fiscal Issues

9. ORDINANCES AND PUBLIC HEARINGS:

A. Public Hearing - Resolution 2016-58 revising the City's Investment Policy -

Lori Carr, Finance Department - (386) 878-8553.**Strategic Goal: Fiscal Issues**

Motion by Commissioner Herzberg, seconded by Commissioner Honaker, to approve Resolution 2016-58 revising the City's Investment Policy as presented.

Mayor Masiarczyk read the title of Resolution No. 2016-58 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; REPEALING RESOLUTION NO. 2005-42 WHICH PROVIDED FOR THE ADOPTION OF INVESTMENT GUIDELINES FOR THE INVESTMENT OF CITY FUNDS; ADOPTING A CITY INVESTMENT POLICY PURSUANT TO FLORIDA STATUTES, 218.415 PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Resolution No. 2016-58 was adopted at 7:58 p.m.

B. Public Hearing - Resolution No. 2016-49, Adopting the Southwest Deltona Community Redevelopment Area (CRA) Community Redevelopment Plan - Chris Bowley, AICP, Planning and Development Services, (386) 878-8602.

Strategic Goal: Economic Development - Pursue the creation of a CRA for the Deltona Boulevard.

Motion by Commissioner Schleicher, seconded by Commissioner Honaker, to adopt Resolution No. 2016-49, adopting the Southwest Deltona Community Redevelopment Area Redevelopment Plan.

Mayor Masiarczyk read the title of Resolution No. 2016-49 for the record.

A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; MAKING FINDINGS; ADOPTING A COMMUNITY REDEVELOPMENT PLAN; REPEALING RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

comments.

The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Resolution No. 2016-49 was adopted at 8:06 p.m.

C. Public Hearing - Resolution No. 2016-50, amending the City of Deltona Local Housing Assistance Plan (LHAP) - Chris Bowley, AICP, Planning and Development Services, (386) 878-8602.

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

Motion by Commissioner Herzberg, seconded by Commissioner Smith, to adopt Resolution No. 2016-50 amending the Local Housing Assistance Plan to increase Purchase Assistance down payment amounts and eliminate the requirement for Owner Occupied Rehabilitation clients to have homeowner insurance.

Vice Mayor Nabicht stated he would be abstaining from the vote and filing Form 8-B due to a family member who has applied for a loan through the program.

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

Mayor Masiarczyk read the title of Resolution No. 2016-50 for the record.

A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, APPROVING TECHNICAL CHANGES TO THE LOCAL HOUSING ASSISTANCE PLAN FOR PROGRAM YEAR 2016/2017, 2017/2018, AND 2018/2019; CHANGES INCLUDE INCREASING DOWN PAYMENT AMOUNTS AND ELIMINATING A REQUIREMENT FOR HOMEOWNER INSURANCE; AUTHORIZING SUBMITTAL OF THE REVISIONS TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, and Mayor Masiarczyk

Abstain: 1 - Vice Mayor Nabicht

Resolution No. 2016-50 was adopted at 8:14 p.m.

10. OLD BUSINESS:

- A. Budget amendment to appropriate a portion of the City's Natural Disaster Reserve to fund storm related expenses for debris removal, debris monitoring, site rental, and city property damage from Hurricane Matthew - Robert Clinger, Finance, 386 878-8552**

Strategic Goal: Public Safety

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

Motion by Commissioner Honaker, seconded by Commissioner Schleicher, to "I move to approve Resolution 2016-61 appropriating a portion of the City's Natural Disaster Reserve to fund storm related expenses including, but not limited to, debris removal, debris monitoring, site rental, and city property damage from Hurricane Matthew.". The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Mayor Masiarczyk read the title of Resolution No. 2016-61 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY ADJUSTING EXPENSES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Resolution No. 2016-61 was adopted at 8:19 p.m.

- B. Ratification of the Emergency Debris Removal Services (CrowderGulf) purchase order due to Hurricane Matthew. - Matt Doan, P.E., Acting Public Works Director (386) 878-8973.**

Strategic Goal: Public Safety

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

Motion by Vice Mayor Nabicht, seconded by Commissioner Herzberg, to ratify Purchase Order No. 17309 for Emergency Debris Removal Services under the Emergency Declaration Resolution No. 2016-52 and in accordance with the City of Deltona's Procurement Policies and Procedures Manual. The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

- C. Ratification of the Emergency Debris Monitoring Services purchase order due to Hurricane Matthew. - Matt Doan, P.E., Acting Public Works Director (386) 878-8973.**

Strategic Goal: Public Safety

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

Motion by Commissioner Honaker, seconded by Vice Mayor Nabicht, to ratify Purchase Order No. 17310-00 for Emergency Debris Monitoring Services under the Emergency Declaration Resolution No. 2016-52 and in accordance with the City of Deltona's Procurement Policies and Procedures Manual. The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

- D. Request for approval of agreement between the City and Albert H. and Janette K. Pell - Rental Agreement - Storm Debris Location - Robert Clinger, Finance Department - (386) 878-8552.**

Strategic Goal: Public Safety

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

Motion by Commissioner Schleicher, seconded by Commissioner Honaker, to approval the agreement titled Rental Agreement - Storm

Debris Location between the City and Albert H. and Janette K. Pell. The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

11. NEW BUSINESS:

A. Request for approval of Consultants for State Government Relations and Lobbying - Robert Clinger, Finance Director, (386) 878-8552.

Strategic Goals: Fiscal Issues.

Vice Mayor Nabicht left the meeting at 8:27 p.m. and returned at 8:30 p.m.

Motion by Commissioner Honaker, seconded by Commissioner Herzberg, to approve the award for State Government Relations and Lobbying for annual services to GA McKeown & Associates, LLC.

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

The motion carried by the following vote:

For: 5 - Commissioner Herzberg, Commissioner Honaker, Commissioner Smith, Commissioner Soukup, and Mayor Masiarczyk

Against: 2 - Commissioner Schleicher, and Vice Mayor Nabicht

Georgia McKeown, President of GA McKeown & Associates, LLC, 113 East College Avenue, Tallahassee, she introduced her colleagues Julie Fess with Fess Consulting and Lisa Miller, all three (3) woman have joined together, each owns their own firms, she provided her background and qualifications, lobbied for large firms, not having any city or county clients so there is no competing interests, their time and work would be only to advance the City's interests, having a strong background in the appropriations process, having strong relationships in the Senate, being able to be present almost immediately upon request, tailoring goals for success, where the firm is located and how long they have been in the area.

12. CITY ATTORNEY COMMENTS:

None.

13. CITY MANAGER COMMENTS:

None.

14. CITY COMMISSION COMMENTS:

Mayor Masiarczyk reminded everyone about the West Volusia Summit on November 19th in DeLand and he asked if the Commission was planning on attending as a body, both Commissioner Soukup and Commission Smith did not know if they could attend. Also, Veterans events will be going on all weekend long and for further information to contact him. He stated Commissioner Honaker has volunteered to represent the Commission on Thursday morning at Timbercrest where the Danny Gainin School of Excellence Award will be presented. On December 1st is the Halifax Organizational Structure meeting at Deltona Presbyterian Church on Howland Blvd. at 7:00 a.m. and New Hope Baptist Church, human services, on Lake Helen Osteen Road, will have their annual giveaway on Saturday, November 19th between 9:00 a.m. and 1:00 p.m.

Commissioner Smith stated the Thornby presentation was done last October and she asked if the Commission needed to do anything formally for the matching grant funds. Commissioner Schleicher replied that the Commission would need to do a formal vote for approval so the minutes could be submitted with the grant. Commissioner Smith suggested that the item be placed on the next Regular Commission Meeting.

Commissioner Smith asked the status of the emergency robo call system such as pricing, she did not want this item to slip through the cracks and at the very least provide the research.

Commissioner Smith asked the status of the mini grant application for nonprofits and City Manager Shang replied staff is putting together the information and should be ready for distribution to the nonprofits by January.

Commissioner Smith stated she knows it is the will of the Commission not to discuss the wastewater plant but, she would like to know what the City's cost is to date to include what happened because in the timeline there are several amounts of money discussed, what is the total cost to the City on that event, according to the minutes there was a discussion about "would the City be responsible for transportation to the Fisher Plant and pay for the cost of additional dilutants" and she does not understand why the City would have to pay for that and she would like the status of that conversation and whether or not the City received any reimbursement.

Commissioner Schleicher stated it has been an extremely long two (2) weeks, tomorrow is the Election Day, and she wished all the candidates the best of luck and that the new Commission continues to move the City forward.

Commissioner Honaker stated the West Volusia Summit is on the 19th, the newly elected Commissioners are sworn in on the 14th, the Lake Monroe Project meeting is on the 15th and the FDOT meeting is on the 16th and he suggested the Commission meet prior to November 19th to discuss the homelessness situation, civility being added to the Commission policy, and setting up a date to meet with the Lobbyist.

Commissioner Honaker suggested having a workshop on Thursday, November

17th at 5:30 p.m. to discuss homelessness, adding civility to the Commission policy and setting up a date to meet with the Lobbyist and the Commission concurred.

Commissioner Honaker reminded everyone that City Hall will be closed on Friday, November 11th in honor of Veterans Day, the Latin Festival will be on Sunday, November 13th at Dewey O'Boster Park from 11:00 a.m. to 8:00 p.m. and New Hope Baptist Church, Human Services, from 9:00 a.m. to 1:00 p.m.

Commissioner Herzberg reminded everyone of the Pink Heals Tour from 5:00 p.m. to 8:00 p.m. on November 10th at Fire Station 65, she asked for the dates for the Legislative Delegation meetings, she agreed that the City needed to look into a robo calling system, and she suggested again, to look into a phone App similar to what is used by Orange City to report issues to the City.

Commissioner Soukup asked for the status of the Saxon Blvd. interstate improvements and City Manager Shang replied she will get that information.

Commissioner Soukup stated this agenda is very large at 681 pages, it is a lot to go through and he suggested there be a limit. He asked for an update on the situation at Pine Ridge High School and there is an article about a student at Deltona High who is serving in the Navy and he asked if there was anything that can be done for those kids in the community serving in the armed forces.

Mayor Masiarczyk stated on Wednesday at 3:30 p.m. there is a new program with the United States Army for anyone who joins the delayed entry program, they will be recognized with a certificate, churches do current and past Veterans, and the Army, Navy, and Marine Corp. Birthday is done every year so it can be done at any time.

Vice Mayor Nabicht stated on Deltona Blvd. the powerlines have been cleared and Commissioner Herzberg stated there has been nothing done around the sidewalks or edging and she suggested to hold everyone to the same accountability.

Mayor Masiarczyk stated he agreed there was a lot of back-up information attached to the agenda and it was hard to go through, on the news tonight there was the issue with the squirrel but, it is a reminder that in the last 10 years the City has become a real habitat for animals sand hill cranes, and golfer turtles and he advised not to feed wild animals.

Mayor Masiarczyk stated there was a story on the noise from the wastewater treatment plant, the City has been working with the State, the City has complied and the City is trying to reduce the noise.

15. ADJOURNMENT:

There being no further business, the meeting adjourned at 9:11 p.m.

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Minutes

City Commission

Monday, November 14, 2016

6:00 PM

Deltona Commission Chambers

1. CALL TO ORDER:

The meeting was called to order at 6:00 p.m. by Mayor Masiarczyk.

2. ROLL CALL – CITY CLERK:

Present: 9 - Commissioner Herzberg
Commissioner Honaker
Commissioner Schleicher
Commissioner Smith
Commissioner Soukup
Vice Mayor Nabicht
Mayor Masiarczyk
City Manager Shang
City Attorney Vose

3. SILENT INVOCATION AND PLEDGE TO THE FLAG:

A. National Anthem by Kasia Soto a 10th Grader at Deltona High School.

The National Anthem was sung by Kasia Soto a 10th Grader at Deltona High School.

4. BUSINESS:

A. Request for approval of Resolution No. 2016-59, ratifying results of General Election held on November 8, 2016.

Motion by Vice Mayor Nabicht, seconded by Commissioner Schleicher, to adopt Resolution No. 2016-59 as presented to ratify the results of the City's General Election held on November 8, 2016. The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Mayor Masiarczyk read the title of Resolution No. 2016-59 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;
CANVASSING VOTES AND RATIFYING THE RESULTS OF THE GENERAL
ELECTION HELD ON NOVEMBER 8, 2016 IN THE CITY OF DELTONA, FLORIDA;
AND PROVIDING FOR AN EFFECTIVE DATE.

The motion carried by the following vote:

For: 7 - Commissioner Herzberg, Commissioner Honaker,
Commissioner Schleicher, Commissioner Smith,
Commissioner Soukup, Vice Mayor Nabicht, and Mayor
Masiarczyk

Resolution No. 2016-59 was adopted at 6:04 p.m.

5. CEREMONIAL MATTERS:

A. Recognition of outgoing Commissioners.

Mayor Masiarczyk recognized and thanked Commissioner Smith and Commissioner Schleicher for their service to the City of Deltona and he presented each of them with a plaque and flowers.

B. Swearing in of newly elected City Commissioners.

Volusia County Supervisor of Elections Lisa Lewis administered the Oath of Office to each of the following newly elected City Commissioners:

District 2 - Anita Bradford

District 4 - Christopher M. Alcantara

District 6 - Christopher Nabicht

C. Selection of Vice Mayor.

Motion by Commissioner Honaker, seconded by Commissioner Herzberg, to select Vice Mayor Nabicht for a second term as Vice Mayor for next year.

Motion by Commissioner Alcantara, to select Commissioner Bradford as Vice Mayor and the motion died for lack of a second.

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Honaker,
Commissioner Alcantara, Commissioner Bradford,
Commissioner Soukup, and Mayor Masiarczyk

Abstain: 1 - Vice Mayor Nabicht

D. God Bless America by Kasia Soto a 10th Grader with Deltona High School.

God Bless America was sung by Kasia Soto a 10th Grader at Deltona High School.

6. ADJOURNMENT:

There being no further business, the meeting adjourned at 6:24 p.m.

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Rafferty, CMC, MMC, CITY CLERK



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane Shang, City Manager

AGENDA ITEM: 5 - A

SUBJECT:

Proclamation - Florence & Donald Smith Day

LOCATION:

N/A

BACKGROUND:

Recognition for Florence & Donald Smith for their devotion, patriotic gifts, and time spent with the veterans living at the Deltona Health Care Facility.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

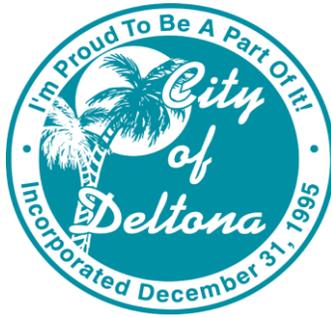
City Manager's Office

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only

POTENTIAL MOTION:

N/A - Presentation Only



WHEREAS, Florence O. Smith, a representative of the Gemini Springs Chapter of the Daughters of the Revolution (DAR) and 17 year member, accompanied by her husband Donald Smith, a Korean War Veteran and recipient of the Purple Heart, regularly visited veterans living at the Deltona Health Care Facility; and

WHEREAS, this wonderful couple devoted their time by visiting every month for more than 16 years, assuring that veteran residents received the honor and attention they so well deserved; and

WHEREAS, each time the Smiths visited, they came with Florence's handmade red, white and blue crocheted lap robes, holiday tokens, and decorations for each veteran and they spent time reminiscing about war days, military branches and personal tales of time spent in the military; and

WHEREAS, Florence's patriotic lap robes identified the resident veterans and initiated many more conversations with staff and visitors alike; and

WHEREAS, Florence and Donald became a welcomed sight to the Deltona Health Care Facility.

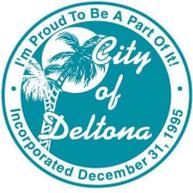
NOW, THEREFORE, We, the Mayor and City Commission of Deltona, Florida, do hereby proclaim November 21st 2016 as

“Florence & Donald Smith Day”

to honor their devotion to local veterans within our community.

EXECUTED this 21st day of November, 2016.

John Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 8 - A

SUBJECT:

Request for approval of Cooperative Economic Agreement with Team Volusia Economic Development Corporation. Jerry Mayes, Economic Development Manager, (386) 878-8619.

Strategic Goals: Economic Development.

LOCATION:

City Wide

BACKGROUND:

The purpose of this Agreement is to support the program of economic and business development in the City of Deltona and throughout Volusia County. This will enhance the economic wellbeing of the citizens of the City of Deltona. Team Volusia Economic Development Corporation is currently engaged in a cooperative venture between the public and private sector economic drivers for the purpose of recruiting new businesses and developers to the City of Deltona and Volusia County. This includes activities that assist in multiple City of Deltona 'Strategic Goals', such as assistance with the new City Economic Development website, with the Branding of the city, and with specific goal related efforts.

COST:

\$43,748.50

SOURCE OF FUNDS:

City Commission

ORIGINATING DEPARTMENT:

Jerry Mayes, Economic Development Manager, (386) 878-8619.

STAFF RECOMMENDATION PRESENTED BY:

Jerry Mayes, Economic Development Manager, recommends the City Commission approve and enter into the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation.

POTENTIAL MOTION:

"I motion to approve the Cooperative Economic Development Agreement with Team Volusia Development Corporation."

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this day of _____, 2016 by and between the City of Deltona, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Commission of the City of Deltona has as agreed to appropriate the amount of Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Fifty Cents (\$43,748.50) in the budget for the fiscal year 2016–2017 to support economic development activities, such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Deltona desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds; and

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

- 1. Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic wellbeing of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
- 2. Program Funding.** The City shall pay to the TVEDC the sum Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Fifty Cents (\$43,748.50), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2016. The City will receive quarterly reports which details the activities of the TVEDC including the revenues and expenses for the period. The City shall contact the TVEDC in writing when future funding for the TVEDC is placed upon an agenda to be discussed at a public meeting. In the event the payment structure to support the TVEDC is changed, this program funding provision shall be appropriately changed if approved in advance by both parties.

- 3. Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses and developers to the City of Deltona; to foster expansion of existing businesses within City of Deltona; to forestall the relocation of City of Deltona businesses elsewhere; and assist the City in the development of a scattered small plot business park. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and wellbeing of the City. The TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. The TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City of Deltona community. The TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.
- 4. Promotional Efforts.** The TVEDC also agrees to create a GIS based economic development platform that can be deployed within the City of Deltona website, content pertaining to the City is to be approved by the City of Deltona. In addition, it is hereby agreed that the TVEDC in its promotional materials will specifically include positive aspects of the City and provide prospective businesses and industry outside the City limits and existing businesses and industry inside the City limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide the TVEDC with access to whatever information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph -I above, the TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City of Deltona.
- 5. Fiscal Impact Analysis.** The TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. When a staff member of the TVEDC is serving a dual role in a prospect's negotiations, that dual role shall be disclosed to the City. As part of its scope of services, the TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

 - Present cost of direct out-of-pocket City and County incentives, if any

- Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City.
 - An estimate of any economic multipliers to be derived upon a company's local purchases, ect.
 - An estimate of the break-even year.
6. **Economic Development.** It is clearly intended for the TVEDC to primarily focus all of its effort on job creation and economic development. The TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of the TVEDC Committees as needed and required. The TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This agreement shall commence on October 1, 2016 and shall continue in force for a three-year period ending September 30, 2017. In addition, this agreement may be terminated upon any of the following events;
- a. Written notice by either party to the other party of termination of the Agreement with or without cause.
 - b. Written notice by either party to the other party of termination of the Agreement for failure or breach of the other party to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.
10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager City
Of Deltona
2345 Providence
Blvd.
Deltona, FL 32725

TVEDC: Keith Norden
President and
CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2016.

CITY OF DELTONA, a Florida Municipal Corporation.

By:

Date City of Deltona, Mayor

Attest:

City of Deltona, City Manager

Attest:

City of Deltona, City Clerk

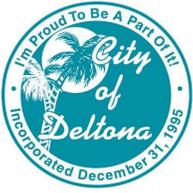
Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation.

By:

Date

Title

Attest:



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 8 - B

SUBJECT:

Request Approval for a Cost-share Agreement between the St. Johns River Water Management District (SJRWMD) and the City of Deltona relating to the Lake Monroe Phase 4A project - Matt Doan, P.E., Acting Public Works Director (386) 878-8973

Strategic Goal: Infrastructure

LOCATION:

Alexander Ave. Water Management Site

BACKGROUND:

The SJRWMD has issued requirements in the City's consumptive use permit (CUP) that require the City to, among other things, expand its reclaimed water system or face reductions in its groundwater allocation.

To meet this requirement, the City intends to construct the Lake Monroe Reclaimed Withdrawal Phase 4 project. The phase 4 project has been split into Phases 4A and 4B. The attached agreement pertains to phase 4A only.

This project has also been referred to as the West Volusia Water Suppliers (WVWS) 4A Deltona Storage and Treatment System Improvements Project in documents associated with the SJRWMD. Additionally, the project has been referenced with variations of the Alexander Avenue Water Management Site most recently in the public meeting held on 11/15/2016 and in current design documents.

The Lake Monroe Phase 4A Reclaimed Water Augmentation Project is necessary to reduce the City's reliance on ground water resources and meet those requirements set forth in the CUP. Funding of this project will be accomplished through a series of grants and a loan from the State Revolving Fund Loan (SRF) program. The estimated project cost for 4A is \$10,450,000.

This agreement provides \$3,750,000 in grant funding (\$1.875m from each, SJRWMD and FDEP) for the project. The City has budgeted \$6,000,000 in the FY 16/17 budget. Additional monies will be budgeted for in FY 17/18 as necessary to accommodate funding of the final construction costs that will be established through competitive bidding.

The project is expected to be completed over an 18 month period. After which the City will be able to treat stormwater from two existing pump stations and be prepared to treat future surface water to

AGENDA ITEM: B.

reclaimed water standards.

In order to meet the requirements of the SJRWMD cost-share agreement, the agreement must be approved and submitted to their office by November 23, 2016 to ensure compliance with the provisions of the agreement.

COST:

\$6,700,000 (+\$3,750,000 Grant)

SOURCE OF FUNDS:

Enterprise Funds (Grants from SJRWMD/FDEP)

ORIGINATING DEPARTMENT:

Public Works / Utilities

STAFF RECOMMENDATION PRESENTED BY:

Matt Doan, P.E., Acting Public Works Director - Recommends approval of the Cost-share Agreement between the SJRWMD and the City of Deltona for the Lake Monroe Phase 4A Project.

POTENTIAL MOTION:

"I move to authorize the Mayor or designee to execute the Cost-share Agreement between the SJRWMD and the City of Deltona as it pertains to Lake Monroe Phase 4A Project."

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DELTONA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELTONA ("Recipient"), 2345 Providence Boulevard, Deltona, Florida 32725. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2016-2017 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

West Volusia Water Suppliers (WVWS) 4A Deltona Storage and Treatment System Improvements Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER.

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before July 1, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final report, will remain in full force and effect after the Completion Date as necessary to affect performance.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before June 30, 2017, or if the first invoice for non-construction projects is not submitted by June 30, 2017, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately fifty percent (50%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$3,750,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure

completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately fifty percent (50%) of approved cost or the not-to-exceed sum of \$3,750,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of

Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Mary E. Brabham, P.E.
 Project Manager
 St. Johns River Water Management District
 601 South Lake Destiny Road, Suite 200
 Maitland, Florida 32751
 407-659-4829
 E-mail: mbrabham@sjrwmd.com

RECIPIENT

Matt Doan, P.E.
 Project Manager
 City of Deltona
 255 Enterprise Road
 Deltona, Florida 32725
 386-878-8973
 E-mail: mdoan@deltonafl.gov

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the

Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within fifteen (15) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **FLORIDA SINGLE AUDIT ACT**

- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information** This Agreement involves the disbursement of state funding by the FDEP in the amount of \$1,875,000. Funding is provided under the State of Florida General Revenue Fund, Line Item 1645. The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No. 37.052 – Florida Springs Grant Program. The District is providing a funding match of \$1,875,000.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State

Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.

- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

18. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

19. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
20. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
21. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
22. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
24. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
25. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELTONA

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

ONLY AS TO FORM AND LEGALITY

Attest: _____

William Abrams, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

- Attachment A - Statement of Work
- Attachment B - Project Progress Report Form
- Attachment C - District Supplemental Instructions Form
- Attachment D - Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment E – Insurance Requirements

2016-17 District Cost-Share Initiative
Last updated: 7-7-16

**ATTACHMENT A - STATEMENT OF WORK
CITY OF DELTONA
WVWS 4A DELTONA STORAGE AND TREATMENT SYSTEM IMPROVEMENTS PROJECT
(DELTONA ALEXANDER AVENUE WATER MANAGEMENT SITE)**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2016-2017 to develop and implement resource and water supply development projects and promote conservation. On June 14, 2016, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Deltona (Recipient) requested funding for their WVWS 4A Deltona Storage and Treatment System Improvements (Deltona Alexander Avenue Water Management Site) project for the not to exceed amount of \$2,475,000 towards the estimated construction cost of \$7,500,000. This request was approved by the Governing Board. The Florida Department of Environmental Protection is providing additional funding for this Project. The total not-to-exceed amount of this cost share agreement is \$3,750,000. The Recipient is located in Volusia County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct the next phase (Project 4A) of the WVWS: Project 4 Deltona Lakes Pump Station, Transmission Main and Augmentation Facilities as included in the Volusia Blue Recovery Strategy. Funding for the prior phase was received in FY2015 in the amount of \$720,000 (Contract 27662) for the Recipient's Reclaimed Pumping and Storage Expansion project which included a pump station building with three pumps and a 1 million gallon (MG) reclaimed water storage tank.

III. SCOPE OF WORK

This project includes a 3 MG raw water storage tank for stormwater and future surface water, a 1 MG reclaimed water tank, chemical treatment, flocculation, filtration, and chlorination for 4 million gallons per day (MGD) treatment capacity. Reclaimed water from the Deltona Lakes Wastewater Treatment Plant (WWTP) and Eastern Water Reclamation Facility can currently provide reclaimed water to this site. Additional water sources are needed to augment this facility to more reliably serve the reclaimed water system. This project also provides stormwater/flood water from the Recipient's land-locked areas via two stormwater pump stations. Additional pump stations are planned to be routed to this site in the future.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;

- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District’s Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District’s Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos that illustrate the progression of work from pre-construction through project completion; quarterly reports shall also be emailed to the District’s Budget Coordinator at mlicourt@sjrwmd.com;
- Certification of construction completion in accordance with the design by a Professional Engineer registered in the state of Florida. (FDEP Certification of Construction Completion form).

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2018. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
1. Construction Management	April 1, 2017	September 30, 2018
2. Construction	April 1, 2017	September 30, 2018

Task 1: Construction Management

Task Description: The Recipient shall utilize a consultant to perform construction management services. The services will include attending meetings with the Recipient, performing construction contract administration, compliance with cost accounting practices and procedures required for reimbursement, attending construction progress meetings, supervision and inspection services, review of test results, review of shop drawings, review of schedules, review of progress pay applications, project closeout activities, preparation of record drawings from contractor’s as-built drawings

Performance Standard: The District’s Project Manager will review the deliverables to verify that they are appropriate for this task description, are in conformance with the project contract documents, and are included with the quarterly cost reimbursement requests, as necessary.

Task 2 Construction

Task Description: The Recipient shall utilize a contractor obtained by competitive bidding to construct the project as described in the contract documents. The contractor will provide all labor, materials, equipment, and services required for successful completion of the project.

Performance Standard: The District’s Project Manager will review the deliverables to verify that they are appropriate for this task description, are in conformance with the project contract documents, and are included with the quarterly cost reimbursement requests, as necessary.

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$3,750,000. It is anticipated that the FY breakdown will be \$1,420,000 for FY2016-17 and \$2,330,000 for FY2017-18.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2016.

The District’s Project Manager will also provide a document to the Recipient to be completed showing the spend-down plan for the Project. The spend-down plan should be completed once the Recipient issues the Notice to Proceed to the construction contractor.

Recipient shall submit quarterly progress reports, Attachment B, to the District’s Project Manager and the District’s Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District’s Budget Coordinator is mlicourt@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Deltona detailing the project’s accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the tasks and the two FYs).

FY16-17 (10/1/2016 – 9/30/2017)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 1. Construction Management	\$125,000	\$60,000
Task 2. Construction	\$2,720,000	\$1,360,000
TOTAL FY 16-17:	\$2,845,000	\$1,420,000

FY17-18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 1. Construction Management	\$260,000	\$125,000
Task 2. Construction	\$4,980,000	\$2,205,000
TOTAL FY 17-18:	\$5,240,000	\$2,330,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

**St. Johns River Water Management District
Project Progress Report**

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	West Volusia Water Suppliers 4A Deltona Storage and Treatment System Improvements Project		
Recipient:	City of Deltona		
SJRWMD Contract Number:	28855	SJRWMD Project Manager:	Mary E. Brabham, P.E.
		Recipient's Project Manager:	Matt Doan, P.E.

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:		Expended This Period:	
Expended To-date:		Percent Budget Expended:	

Spend-Down Plan

Fiscal Year 1		
Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2		
Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Design/Permitting Status

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Entity’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Entity agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

ATTACHMENT D**CONTRACT PAYMENT REQUIREMENTS FOR
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E - INSURANCE REQUIREMENTS
Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3)

independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

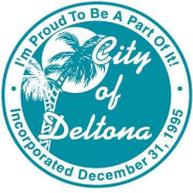
(d) **Automobile Liability.** Minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

(e) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(f) **Professional Liability.** (Per claim) \$500,000



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - A

SUBJECT:

Request for approval of Resolution No. 2016-56, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Transportation Fund funds in order to provide funding to complete multi-year Transportation projects - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues - Transportation / CIP

LOCATION:

Various locations throughout the City

BACKGROUND:

The City currently has several Transportation projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next.

The City's Transportation Fund had a revised capital budget of \$4,825,000 for FY 2015/2016 and is requesting to carry forward \$1,194,300 of unspent funds. The funds will be allocated to seven (7) multi-year Transportation projects.

COST:

\$1,194,300

SOURCE OF FUNDS:

Prior Year Transportation Roll-Over Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends that the City Commission approve Resolution No. 2016-56, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Transportation Fund funds in order to provide funding to complete multi-year Transportation projects.

POTENTIAL MOTION:

AGENDA ITEM: A.

“I move to approve Resolution No. 2016-56, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Transportation Fund funds in order to provide funding to complete multi-year Transportation projects.”

RESOLUTION NO. 2016-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL TRANSPORTATION FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY CARRYING FORWARD FUNDS NOT SPENT IN FY 2015/2016 ON CERTAIN ON-GOING PROJECTS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time certain on-going, previously budgeted projects may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the City's Transportation Fund for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the Transportation Fund of the City of Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for carry forward of unspent prior year appropriations as provided in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona
EXHIBIT "A"
Capital Project Budget Carryover
Fiscal Year 2016-2017

Amendment #: _____ Date: November 21, 2016
Fund: 109 - Transportation Agenda Item: _____

		Increase	Decrease
Account #:	109410-631021	Amount: 92,800	
Description:	ROAD RESURFACING		
Account #:	109653-650100-33021	Amount: 174,600	-
Description:	FT SMITH(SEC4)ROOKERY2SR 415		
Account #:	109653-650100-33064	Amount: 107,500	
Description:	HOWLAND/FT SMITH INTERSECTION		
Account #:	109653-650100-33051	Amount: 243,900	
Description:	TIVOLI(SAXON2PROVIDENCE BLVD)		
Account #:	109410-631001	Amount: 346,000	
Description:	SIDEWALKS & BIKE PATHS		
Account #:	109653-650100-33066	Amount: 180,400	
Description:	E NORMANDY(FARRINGTON-QUINCY)		
Account #:	109653-650100-33068	Amount: 49,100	
Description:	CATALINA/HOWLAND INTER		
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			

Description: This amendment results in a net decrease in Budgetary Fund Balance of \$1,194,300.

Reason: **Transportation Budget Carryover of Capital Projects from FY 2015/2016 to FY 2016/2017.**

ATTEST: _____
Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - B

SUBJECT:

Request for approval of Resolution No. 2016-57, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Stormwater Fund funds in order to provide funding to complete multi-year Stormwater projects - Robert Clinger, Finance Department (386) 878-8552.

Strategic goal: Infrastructure

LOCATION:

Various Stormwater Utility Projects throughout the City

BACKGROUND:

The City currently has several Stormwater projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next

The City's Stormwater Utility Fund had a revised capital budget of \$2,550,600 for FY 2015/2016 and is requesting to carry forward \$944,200 of unspent funds. The funds will be allocated to nine (9) on-going multi-year Stormwater projects.

COST:

\$944,200

SOURCE OF FUNDS:

Prior Year Stormwater Projects Roll-Over Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends that the City Commission approve Resolution No. 2016-57, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Stormwater Fund funds in order to provide funding to complete multi-year Stormwater projects.

AGENDA ITEM: B.

POTENTIAL MOTION:

“I move to approve Resolution No. 2016-57, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Stormwater Fund funds in order to provide funding to complete multi-year Stormwater projects.”

RESOLUTION NO. 2016-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL STORMWATER FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY CARRYING FORWARD FUNDS NOT SPENT IN FY 2015/2016 ON CERTAIN ON-GOING PROJECTS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time certain on-going, previously budgeted projects may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the City's Stormwater Fund for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the Stormwater Fund of the City of Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for the carry forward of unspent prior year appropriations as provided in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona
EXHIBIT "A"
Capital Project Budget Carryover
Fiscal Year 2016-2017

Amendment #: _____ Date: November 21, 2016
Fund: 101 - Stormwater Agenda Item: _____

		Increase	Decrease
Account #:	101651-650100-21114	Amount: 56,900	
Description:	LK FIELDSTONE-BRIARWOOD OUTFL		
Account #:	101651-650100-29239	Amount: 301,700	-
Description:	BRICKELL DRIVE		
Account #:	101651-650100-28238	Amount: 148,200	
Description:	BONVILLE/MERCHANT DRAINAGE		
Account #:	101651-650100-29206	Amount: 38,900	
Description:	SKY/KEELING DRAINAGE IMPROV.		
Account #:	101651-650100-29214	Amount: 175,100	
Description:	SKY-LAREDO & KEELING		
Account #:	101651-650100-21102	Amount: 23,400	
Description:	BRIARWOOD LAKE DITCH		
Account #:	101651-650100-21100	Amount: 75,000	
Description:	MONTEREY DRIVE IMPROVEMENTS		
Account #:	101651-650100-21101	Amount: 75,000	
Description:	MONTEBELLO AVENUE		
Account #:	101651-650100-21113	Amount: 50,000	
Description:	GATEWOOD-BRANCHVILLE & LYNNHVN		
Account #:		Amount:	
Description:			

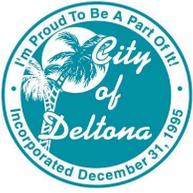
Description: This amendment results in a net decrease in Budgetary Fund Balance of \$944,200.

Reason: **Stormwater Budget Carryover of Capital Projects from FY 2015/2016 to FY 2016/2017.**

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: C.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - C

SUBJECT:

Request for approval of Resolution No. 2016-63, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of General Fund funds in order to provide funding to complete certain City initiatives - Robert Clinger, Finance Department (386) 878-8552.

Strategic goal: Fiscal Issues

LOCATION:

N/A

BACKGROUND:

During the 14/15 and 15/16 fiscal years, the City Commission approved several City initiatives. Many of these initiatives have been completed; however there are some initiatives that could not be completed in the fiscal year approved. Staff is requesting approval to carry forward funding of \$469,800 for the following initiatives not yet completed:

Gateway Beautification - Howland / Graves \$300,000

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Since that time, the City has left these funds in tact in order to use them as leverage in obtaining grants. The City has been successful in this endeavor and anticipates using the funds as a grant match in FY 16/17.

Gateway Beautification - I4 / Saxon \$50,000

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Since that time, the City has left these funds in tact in order to use them as leverage in obtaining grants. The City has been successful in this endeavor and anticipates using the funds as a grant match in FY 16/17.

Master planning - Community Center / Sports Niche \$75,000

\$100,000 was originally budgeted for this project. The sports niche master planning phase is well underway and staff is requesting to carry forward the remaining \$75,000 in order to continue with the master plan. Of this amount, a portion will be used to complete the master plan for parks and recreational facilities with the remainder being used to develop a business pro-forma for the new Community Center.

Firefighter Reserve Program \$25,100

These funds were designated for the City's new Firefighter Reserve Program via a budget

AGENDA ITEM: C.

amendment in FY 15/16. As the funds were approved late in the FY 15/16 year, staff did not have ample time to get the equipment necessary for the program ordered and delivered; therefore staff is requesting these funds be carried forward in order to continue with the program.

Gateway Beautification - Accent existing areas \$19,700

These funds were designated for gateway beautification via a budget amendment in FY 14/15. Gateway beautification is an on-going process driven by the seasons and/or climate and staff is requesting to carry forward the unspent funds.

COST:

\$469,800

SOURCE OF FUNDS:

Prior Year General Fund Roll-Over Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends that the City Commission approve Resolution No. 2016-63, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of General Fund funds in order to provide funding to complete certain on-going City initiatives.

POTENTIAL MOTION:

"I move to approve Resolution No. 2016-63, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of General Fund funds in order to provide funding to complete certain on-going City initiatives.

RESOLUTION NO. 2016-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY CARRYING FORWARD FUNDS NOT SPENT IN FY 2015/2016 ON CERTAIN ON-GOING CITY INITIATIVES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time certain on-going, previously budgeted projects may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the City's General Fund for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the General Fund of the City of Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for carry forward of unspent prior year appropriations as provided in Exhibit "A" , attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona

Exhibit A

Budget Amendment

Fiscal Year 2016-2017

Amendment #:	<u>2017-04</u>	Date:	<u>November 21, 2016</u>
Fund:	<u>General</u>	Agenda Item:	<u></u>

			<u>Increase</u>	<u>Decrease</u>
Account #:	001416 630600	Amount:	350,000	
Description:	<u>GATEWAY BEAUTIFICATION</u>			
Account #:	001720 523101	Amount:	75,000	
Description:	<u>PROFESSIONAL SERVICES - OTHER</u>			
Account #:	001222 525206	Amount:	4,500	
Description:	<u>UNIFORMS</u>			
Account #:	001160 524910	Amount:	8,000	
Description:	<u>BACKGROUNDS/PHYSICALS/WELLNESS</u>			
Account #:	001222 525400	Amount:	1,100	
Description:	<u>PUBLICATIONS, MEMBERSHIP, TRAINING</u>			
Account #:	001222 525204	Amount:	11,500	
Description:	<u>BUNKER GEAR</u>			
Account #:	001720 525213	Amount:	19,700	
Description:	<u>LANDSCAPING, SEED & SOD</u>			
Account #:		Amount:		
Description:	<u></u>			
Account #:		Amount:		
Description:	<u></u>			
Account #:		Amount:		
Description:	<u></u>			

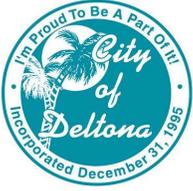
Description: This amendment results in a net decrease in Budgetary Fund Balance of \$469,800.

Reason: **General Fund budget carryover to FY 2016/2017**

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: D.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - D

SUBJECT:

Request for Approval of Resolution 2016-64, Final Budget Amendment /Transfer for FY 2015/2016 to transfer funds between General Fund departments as part of the year end process - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues

LOCATION:

N/A

BACKGROUND:

As part of the fiscal year end process, it is standard practice to process a year end budget amendment to "true up" department budgets so that no department reflects an over-budget situation in the City's CAFR. This requested transfer moves budget dollars between departments in the General Fund to fund the City's first debt service payment on the Community Center as the debt was not budgeted during the FY 2015/2016 budget process. This amount does not reflect a full debt service payment but represents the General Fund's proportionate share for the Community Center from July 7, 2016 - September 30, 2016. This movement does not result in a net change in budgetary fund balance.

COST:

\$30,000

SOURCE OF FUNDS:

General Fund FY 2015/2016 Budgeted Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends Approval of Resolution 2016-64, Final Budget Amendment /Transfer for FY 2015/2016 to transfer funds between General Fund departments as part of the year end process.

POTENTIAL MOTION:

"I move to approve Resolution 2016-64, Final Budget Amendment /Transfer for FY 2015/2016 to transfer funds between General Fund departments as part of the year end process."

RESOLUTION NO. 2016-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016 BY ADJUSTING EXPENSES BETWEEN DEPARTMENTS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2015, City Commission adopted a budget for the 2015/2016 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time circumstances and events may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a year-end review, the City Manager has delivered a recommended budget amendment for the 2015/2016 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual operating budget of the City of Deltona as

adopted for the fiscal year beginning October 1, 2015, is hereby revised and amended to provide for transfer of appropriations as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.**

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona
Exhibit A
Budget Amendment
Fiscal Year 2015-2016

Amendment #: 2016-93 Date: November 21, 2016
Fund: General Fund Agenda Item: _____

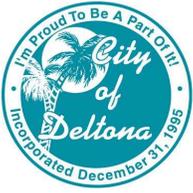
		<u>Increase</u>	<u>Decrease</u>
Account #: 001190 710000	Amount:	30,000	
Description: DEBT SERVICE - PRINCIPAL			
Account #: 001720 525213	Amount:		15,000
Description: LANDSCAPING, SEED & SOD			
Account #: 001720 512300	Amount:		15,000
Description: HEALTH/DENTAL/LIFE INSURANCE			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Description:	This amendment results in no change in Budgetary Fund Balance.		

Reason: **Final year end true-up of General Fund**

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: E.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - E

SUBJECT:

Request for Approval of Resolution 2016-65, Budget Amendment for FY 2016/2017 in the Equipment Fund for \$11,000 in order to provide funding for the mounting and installation of the Automated License Plate Readers (ALPRs) - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Public Safety

LOCATION:

N/A

BACKGROUND:

During FY 15-16, some ALPR equipment was tested for mobile application with VCSO patrol vehicles. However, during the testing process, there was considerable down-time for the mobile LPR units. Therefore, the decision was made to purchase static LPR units with strategic placement throughout the City of Deltona. This end of the fiscal year decision created logistical obstacles of placement, installation, and connectivity that could not be overcome until after the closing period of FY 15-16. Due to the fact that units ultimately being used are not mobile, there are additional costs for camera mounting poles and electric service feeds that were not budgeted. Therefore, staff is requesting a budget amendment in the amount of \$11,000 in order to purchase the required mounting poles and to provide the associated electrical wiring needed.

COST:

\$11,000

SOURCE OF FUNDS:

Equipment Fund fund balance

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends approval of Resolution 2016-65, Budget Amendment for FY 2016/2017 in the Equipment Fund for \$11,000 in order to provide funding for the mounting and installation of the License Plate Readers (LPRs).

POTENTIAL MOTION:

"I move to approve Resolution 2016-65, Budget Amendment for FY 2016/2017 in the Equipment

AGENDA ITEM: E.

Fund for \$11,000 in order to provide funding for the mounting and installation of the License Plate Readers (LPRs).

RESOLUTION NO. 2016-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL EQUIPMENT FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time circumstances and events may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the Equipment Fund of the City of

Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for an amendment of appropriations as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.**

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona

Exhibit A

Budget Amendment

Fiscal Year 2016-2017

Amendment #: 2017-05 Date: November 21, 2016

Fund: Replacement Equipment Agenda Item: _____

Account #: 501 640500 Amount: Increase 11,000 Decrease

Description: E/Q & MACHINERY

Account #: _____ Amount: _____

Description: _____

Description: This amendment results in a net decrease in Budgetary Fund Balance of \$11,000.

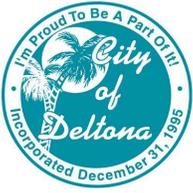
Reason:

Replacement Equipment Fund budget amendment to fund license plate readers.

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: F.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - F

SUBJECT:

Request for approval of Resolution No. 2016-55, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Deltona Water funds in order to provide funding to complete multi-year Utility projects - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Infrastructure

LOCATION:

Various Deltona Water Utility Projects throughout the City

BACKGROUND:

The City currently has several Utility projects that are on-going and span more than one fiscal year. Most of these projects are subject to design, bidding, and selection schedules as well as mobilization and implementation schedules that can result in multi-year expenditures. Last year, the Finance Department worked with Public Works to establish a protocol which allows for more accurate budgeting of multi-year projects so that projects can more efficiently carry forward from one budget year to the next.

Deltona Water had a revised capital budget of \$8,980,100 for FY 2015/2016 and is requesting to carry forward \$3,132,900 of unspent funds. The funds will be allocated to several multi-year Utility projects.

COST:

\$3,132,900

SOURCE OF FUNDS:

Prior Year Deltona Water Carry Forward Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends that the City Commission approve Resolution No. 2016-55, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Deltona Water funds in order to provide funding to complete multi-year Utility projects.

POTENTIAL MOTION:

AGENDA ITEM: F.

“I move to approve Resolution No. 2016-55, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Deltona Water funds in order to provide funding to complete multi-year Utility projects.”

RESOLUTION NO. 2016-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL DELTONA WATER ENTERPRISE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY CARRYING FORWARD FUNDS NOT SPENT IN FY 2015/2016 ON CERTAIN ON-GOING PROJECTS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time certain on-going, previously budgeted projects may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the City's Deltona Water Enterprise Fund for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY

COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the Deltona Water Enterprise Fund of the City of Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for carry forward of unspent prior year appropriations as provided in Exhibit "A" , attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

City of Deltona
Capital Project Budget Carryover
 Fiscal Year 2016-2017

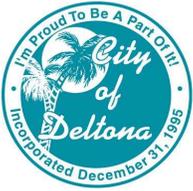
Amendment #: _____ Date: November 21, 2016
 Fund: 401 - Deltona Water Agenda Item: _____

			<u>Increase</u>	<u>Decrease</u>
Description:	<u>HOWLAND BOULEVARD PHASE III</u>			
Account #:	<u>401650-650100-46900</u>	Amount:	114,000	
Description:	<u>WATER MAIN REPLACEMENTS</u>			
Account #:	<u>401360-640150</u>	Amount:	20,000	
Description:	<u>SOFTWARE</u>			
Account #:	<u>401361-640400</u>	Amount:	28,200	
Description:	<u>VEHICLES</u>			
Account #:	<u>401361-640500</u>	Amount:	150,000	
Description:	<u>E/Q & MACHINERY</u>			
Account #:	<u>401363-620200</u>	Amount:	179,300	
Description:	<u>BUILDING IMPROVEMENTS</u>			
Account #:	<u>401363-640150</u>	Amount:	72,200	
Description:	<u>SOFTWARE</u>			
Account #:		Amount:		
Description:				
Account #:		Amount:		
Description:				
Description:	<u>This amendment results in a net decrease in Budgetary Fund Balance of \$3,132,900.</u>			

Reason: **Deltona Water Budget Carryover of Capital Projects from FY 2015/2016 to FY 2016/2017.**

ATTEST: _____
 Joyce Raftery, City Clerk

 John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: G.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - G

SUBJECT:

Request for approval of Resolution No. 2016-62, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Equipment Fund funds in order to provide funding for items budgeted but not purchased and / or received in FY 2015/2016 - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues

LOCATION:

N/A

BACKGROUND:

The City currently has several pieces of equipment that were budgeted in FY 2015/2016 but were not purchased and / or received in FY 2015/2016 for a variety of reasons.

Staff is requesting that the funding for the following items be carried forward into FY 2016/2017 so that the equipment may be purchased in this fiscal year:

License Plate Readers (LPR)	\$ 89,100
Electric Sign @ Howland Blvd	75,000
Wireless Infrastructure Upgrade	30,000
Installation of Video Surveillance Cameras at City Parks	35,000
Equipment for new Fire Engine	6,500
Vehicles - Public works (3)	95,500
Total Requested to be Carried Forward:	\$331,100

COST:

\$331,100

SOURCE OF FUNDS:

Prior Year Equipment Fund Carry Forward Funds

ORIGINATING DEPARTMENT:

Finance

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Staff recommends that the Commission approve Resolution No. 2016-62, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Equipment Fund funds in

AGENDA ITEM: G.

order to provide funding for items budgeted but not purchased and / or received in FY 2015/2016.

POTENTIAL MOTION:

“I move to approve Resolution No. 2016-62, Approval of Prior Year (FY 2015/2016) Budget Carry Forward of Equipment Fund funds in order to provide funding for items budgeted but not purchased and / or received in FY 2015/2016.”

RESOLUTION NO. 2016-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE ANNUAL EQUIPMENT FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 BY CARRYING FORWARD FUNDS NOT SPENT IN FY 2015/2016 ON CERTAIN EQUIPMENT; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2016, City Commission adopted a budget for the 2016-2017 fiscal year specifying certain projected revenues and expenditures; and

WHEREAS, from time-to-time certain on-going, previously budgeted projects may require the original budget to be revised; and

WHEREAS, Section 6.3 of the Charter of the City of Deltona, Florida provides for Appropriation Amendments During the Fiscal Year upon written request of the City Manager, and the City Council may, by resolution approve (a) Supplemental Appropriations, (b) Reduction of Appropriations, and (c) Transfer of Appropriations; and

WHEREAS, based on a review, the City Manager has delivered a recommended budget amendment for the City's Equipment Fund for the 2016-2017 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. That the annual budget of the Equipment Fund of the City of Deltona as adopted for the fiscal year beginning October 1, 2016, is hereby revised and amended to provide for carry forward of unspent prior year appropriations as provided in Exhibit "A" , attached hereto and incorporated herein by this reference.

Section 2. That all resolutions or parts of resolutions in conflict herewith be repealed.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2016.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

Approved as to form and legality for use and
reliance of the City of Deltona, Florida:

GRETCHEN R.H. VOSE, City Attorney

Equipment Fund – FY 2015/2016 Carry Forward Funding Request

Staff is requesting that the funding for the following items be carried forward into FY 2016/2017 so that the equipment may be purchased in this fiscal year:

License Plate Readers (LPR) \$89,100

The originally budgeted equipment was tested in FY 2015/2016 by the VCSO but did not provide the desired results. This determination was not made until near the end of the fiscal year creating funding issues in regards to placement, installation and connectivity.

Electric Sign @ Howland Blvd \$75,000

The City Commission approved a budget amendment in FY 2015/2016 on September 6, 2016 for this signage. Again, the timing of this so close to the fiscal year end created funding issues and unspent funds need to be carried forward into FY 2016/2017 in order for staff to move forward.

Wireless Infrastructure Upgrade \$30,000

This upgrade was delayed as a result of the AC / Chiller replacement at City Hall. The schematics of the new unit could affect how wireless signals travel in and around the building and the determination was made to hold off with the upgrade until the AC / Chiller was completely installed and up and running.

Installation of Video Surveillance Cameras at City Parks \$35,000

This was not completed during FY 2015/2016 due to changing priorities and ties in with the installation of the LPR's above.

Equipment for new Fire Engine \$6,500

Due to the custom nature of the Fire Engine, it was not received by the end of the fiscal year even though it was ordered near the beginning of the fiscal year. As such, there is still some equipment that will need to be installed once the City takes possession of the Engine.

Vehicles – 3 – for Public Works \$95,500

Public works ordered 2 Ford F-250 trucks in May, 2016 and 1 Ford F-150 in March, 2016. These vehicles have not yet arrived and funding needs to be carried over.

Total Requested to be Carried Forward: \$331,100

City of Deltona

Exhibit A

Budget Amendment

Fiscal Year 2016-2017

Amendment #: 2017-03 Date: November 21, 2016

Fund: Replacement Equipment Agenda Item: _____

Account #: 501 640500 Amount: 199,100

Description: E/Q & MACHINERY

Account #: 501 640600 Amount: 6,500

Description: HEAVY E/Q

Account #: 501 640100 Amount: 30,000

Description: COMPUTER EQUIPMENT

Account #: 501 640400 Amount: 95,500

Description: VEHICLES

Account #: _____ Amount: _____

Description: _____

Description: This amendment results in a net decrease in Budgetary Fund Balance of \$331,100.

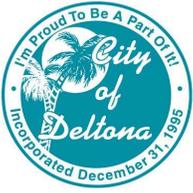
Reason:

Replacement Equipment Fund budget carryover from FY 2015/2016 to FY 2016/2017

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 11 - A

SUBJECT:

The Center at Deltona Construction of a Community Center Award (Bid No. 17002) - Chris Bowley, AICP, Planning and Development Services, (386) 878-8602.

Strategic Goal: Economic Development - Construct a Senior Community Center.

LOCATION:

1640 Dr. Martin Luther King, Jr. Blvd.; generally located south of Howland Blvd. and west of Catalina Blvd.

BACKGROUND:

The City has anticipated the construction of a new community center (the Center at Deltona) and placed that community need in the City's Strategic Plan. Funds were bonded, design commenced, permits obtained, and site preparation occurred. The construction services were placed out for bid (Bid No. 17002) and eight (8) responders submitted proposals; one in Volusia County that was not the lowest bidder. The lowest bidder withdrew (see attached letter) and the next lowest bidder is Mulligan Constructors, Inc. (Mulligan). Also attached are the bid tabulations for Bid No. 17002 and the proposal from Mulligan (an Orlando-based firm). Mulligan's base bid is \$7,163,000.00, not including alternate pricing.

Bid No. 17002 includes two alternate costs, one for exterior building treatment above basic for \$49,393.00 and a second for stage equipment for \$30,092.00. The exterior finish upgrades is recommended to be included for building fenestration. The stage equipment alternate is not recommended to be selected at this time due to the following: 1) the new City Event Manager should determine the needs for fitting the stage tied to venue leasing, 2) the alternate cost would include the general contractor's percentage, and 3) there should be an assessment period to determine the appropriate stage equipment to reduce the potential for over-purchasing.

COST:

N/A

SOURCE OF FUNDS:

City Bonded Funds

ORIGINATING DEPARTMENT:

Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

AGENDA ITEM: A.

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that Bid No. 17002, the Center at Deltona Construction of a Community Center, be awarded to Mulligan Constructors, Inc. for \$7,163,000.00, to include alternate one at \$49,393.00, for a total of \$7,212,393.00.

POTENTIAL MOTION:

"I hereby move to award Bid No. 17002, the Center at Deltona Construction of a Community Center, to Mulligan Constructors, Inc. for a total of \$7,212,393.00 that includes \$7,163,000.00 as the base bid and alternate one at \$49,393.00."

**BID TABULATION FOR BID#17002
CONSTRUCTION OF A COMMUNITY CENTER**

	APM CONSTRUCTION CORP.	CLANCY & THEYS CONSTRUCTION CO.	CONSTRUCTION TECHNOLOGY GROUP, INC.	HW DAVIS CONSTRUCTION, INC.	LUNACON CONSTRUCTION GROUP	MULLIGAN CONSTRUCTORS, INC.	NATIVE AMERICAN SERVICES CORP.	WHARTON SMITH
Total Lump Sum	\$ 7,360,300.00	\$ 8,226,300.00	\$ 6,880,000.00	\$ 7,859,000.00	\$ 7,197,351.00	\$ 7,163,000.00	\$ 7,640,000.00	\$ 7,490,000.00
Alternate 1	\$ 52,000.00	\$ 68,735.00	\$ 105,000.00	\$ 45,500.00	\$ 56,637.00	\$ 49,393.00	\$ 126,806.99	\$ 27,000.00
Alternate 2	\$ 32,000.00	\$ 33,462.00	\$ 24,000.00	\$ 25,000.00	\$ 22,245.00	\$ 30,092.00	\$ 24,640.59	\$ 27,000.00

*Note: Construction Technology Group, Inc. was the low bidder but withdrew their bid from consideration due to a significant mistake
The next low bid was received by Mulligan Constructors, Inc.

Original

Contact:

Kate Krauss, CPPO, CPPB, SPSM
Purchasing Manager
Phone: (386) 878-8100
Fax: (386) 878-8571
E-Mail: kkrauss@deltonafl.gov

THERE WILL BE A **MANDATORY PRE-BID MEETING**
ON **TUESDAY, SEPTEMBER 20, 2016 AT 9:00 A.M.**
AT CITY HALL LOCATED AT 2345 PROVIDENCE
BLVD., DELTONA, FL 32725, 2ND FLOOR
CONFERENCE ROOM

Bid Due Date & Time:

**THURSDAY, OCTOBER 20, 2016 at 2:00 p.m. at
City Hall located at 2345 Providence Blvd.,
Deltona, FL 32725, 1st floor conference room**

Location of Public Opening:

City of Deltona, 1st Floor Conference Room
2345 Providence Blvd., Deltona, FL 32725

BIDDER NAME: Mulligan Constructors, Inc.

MAILING ADDRESS: 1027 Lancaster Road
Orlando, Florida 32809

Phone No. 407-654-6523

Fax No. 407-654-7597

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit **two (2) complete sets (one [1] original and one copy [1] copy along with one CD)** of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

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

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

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

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-8100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

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

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

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

TERM The project shall be substantially completed 305 days from issuance of the Notice to Proceed.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty- five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.

- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

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

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

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

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

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

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: Bid shall be awarded to the lowest responsive bidder.

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

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

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

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

Bids may be reviewed at City Hall, 2345 Providence Blvd.,
Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

SAMPLING AND TESTING: The City's consultant, Tierra, Inc. shall perform verification sampling and testing of component materials and completed work in accordance with the Construction Contract documents.

ACCEPTANCE / REJECTION: The bid will be awarded to the lowest responsive bidder. The City of Deltona reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

TERMS AND CONDITIONS: All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

ADDITIONAL TERMS AND CONDITIONS **BID SECURITY**

Bid Security will be submitted and shall be made payable to City, in an amount of not less than five percent (5%) of the Bidder's Contract Price and in the form of a certified or cashier's check or a Bid Bond issued by a Surety company having a registered agent in the State of Florida. Personal checks are not acceptable.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required payment and

performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver the Agreement and furnish the required Bonds within ten (10) days of the Notice of Award, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the ninety-first (91) day after the Bid opening. Bid Security of other Bidders will be returned approximately seven (7) days after the Bid opening.

BONDS: Performance, Payment and Other

Bonds

CONTRACTOR shall furnish a Performance Bond and a Payment Bond, each with good and sufficient surety, and each in an amount at least equal to the Contract Price. These Bonds shall be recorded with the clerk of the circuit court of the county where the Project is located no later than the Date of Commencement of the Contract Time. The winning bidder must add County of Volusia as Co-obligee on the performance bond, in the amount of \$100,000.

All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which shall be in accordance with the Contract Documents and acceptable to CITY.

In addition to the other bonding requirements, the surety(ies) named on the Performance Bond and Payment Bond submitted by Low Bidder pursuant to the Contract Documents shall be subject to the approval of CITY. If CITY has a reasonable objection to the proposed Surety, CITY may request Low Bidder to submit an acceptable substitute without an increase in the Bid price. If Low Bidder declines or is unable to make any such acceptable substitution, CITY may, at its sole option, rescind the Notice of Award, and any award of the Contract to Low Bidder will be of no effect. The refusal or inability to make any such substitution may not constitute grounds for sacrificing its Bid Security.

LIQUIDATED DAMAGES

Contractor agrees that liquidated damages may be assessed and recovered, in the event of delayed completion. Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that Completion is delayed beyond the Contract Time.

SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specifications. Substitutions or "or equal" items will **not** be considered when determining the Apparent Low Bidder. The Bidder shall base his Bid on providing one of the listed manufacturers. Whenever it is indicated in the Drawings or specified in the Specifications that a substitution or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will **not** be considered by Engineer until after the "Effective Date of the Agreement" and only for such items identified on the Bid Form at the time of bid. If a substitution list is provided as part of the prescribed Bid Form, Bidders must identify proposed substitute materials and equipment at time of Bid submission. These substitute materials and equipment shall be evaluated after "Effective Date of the Agreement." Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages. If the proposed substituted material or equipment is found to be unacceptable to the Engineer as an "or equal" item, then the material or equipment named in the Specifications or the Bid Form (circled item) shall be furnished by the Contractor. If Bidder fails to circle one of the listed manufacturer's then the manufacturer identified as "A" shall be furnished.

SUBCONTRACTORS, ETC.

Bidder shall submit with the bid, all Sub Contractors and Affiliates utilized (form attached) for this project, including those who are to furnish the principal items of material and equipment as indicated in the principal items of material and equipment as indicated in Questionnaire. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied, estimated time required for preparation and submittal of shop drawings, and estimated lead times required for the fabrication of any long lead items and concurrence thereof. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City or Engineer has a reasonable objection to any proposed Subcontractor, other person or organization, either may, before the Notice or Award, request the Apparent Low

Bidder to submit an acceptable substitute without an increase in Bid price. If Apparent Low Bidder declines to make any such substitution, the City may elect not to award the Contract to such Bidder. A Bidder's declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Failure to provide this information with the bid may result in bid being declared non-responsive.

BIDS TO REMAIN OPEN

All Bids shall remain open for delivery by the City of the Notice of Award for ninety (90) calendar days after the day of the Bid opening, but City may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between City, the Apparent Low Bidder, and the surety, if any, for the Apparent Low Bidder.

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

MISTAKES

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT

BIDDER'S RISK. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD OF CONTRACT

City reserves the right to reject any and all Bids, to waive any and all informalities and reserve the right to disregard all non-conforming, non-responsive or conditional Bids. Bids may be considered irregular and subject to rejection if in the opinion of the City, they show serious omission, unauthorized alternations of form, unauthorized alternate Bids, incomplete or unbalanced unit prices, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of addenda as prescribed. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Errors in the multiplication of unit prices by the number of units will be resolved in favor of the correct product.

The City in its sole discretion, reserves the right to reject any and all bids and to waive any informality concerning Bids whenever such rejection or waiver is in the best interest of the City. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon the City to reject Bids or award the contract based upon anything other than its sole discretion as described herein.

City may consider the qualifications and experience of Bidders and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as stated in this bid.

City may conduct such investigations and require supplemental information as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time. City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

One (1) Contract for the Work will be awarded, if award is made, to the lowest responsible, responsive Bidder. The Apparent Low Bidder who is awarded the Contract will be required to perform the Work as a Prime Contractor. No assignment of the Contract will be allowed without written permission of the City.

The Apparent Low Bidder shall submit, upon request of the City, documentation evidencing its capability to perform classes of work contemplated, and the necessary plant and sufficient capital to execute the work properly within the time specified. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may be considered by the City.

Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual, shall constitute a waiver of proceedings.

If the Contract is to be awarded, the City will give the Apparent Low Bidder a Notice of Award and agreement within ninety (90) days after the date of the bid opening. Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

QUALIFICATIONS SUBMITTALS

It is the intention of the City to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Accordingly, City will require the Apparent Low Bidder to submit, within seven (7) days after bid opening, information including, but not limited to, the following, 1) evidence of Bidder's certification and license to perform the Work and services; 2) experience with references; 3) financial statement; 4) subcontractor listing; 5) Preliminary Progress Schedule; and 6) Preliminary Schedule of Values all as set forth below, to allow City to conduct qualifications investigations.

The experience and financial statement shall provide data additional to that information provided in the Bid Form pertaining to Contractor's financial resources, adequacy of plant and equipment, manpower, organization, and prior experience with references and a list of all previous or on-going construction contracts over the last five (5) years. Said information shall be certified by a Certified Public Accountant, and shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders," available from AGC, 1975 "E" Street, NW Washington, DC 20006. The City at its discretion may require any or all of the above listed information from any other Bidder.

The Preliminary Progress Schedule shall consist of three (3) copies of a diagram and a narrative. Activities in the diagram shall show the order in which the Apparent Low Bidder proposes to perform the Work within the constraints and sequencing conditions set forth in the specifications and shall indicate starting and completion dates for key milestones and work pertaining to each Division of the Specifications within each major structure or geographical area of work. Activities shall further identify significant submittals/approvals, major equipment deliveries, equipment testing, City's responsibilities, and those of affected utilities and other similarity involved third parties.

SIGNING OF AGREEMENT

The contents of this Bid and all provisions of the successful bid deemed pertinent by the City may be incorporated into a contract and become legally binding. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

When City gives a Notice of Award to the Apparent Low Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within the (10) days of receipt thereafter, Apparent Low Bidder shall sign and deliver at least two (2) counterparts of the Agreement to the City. Within ten (10) days of receipt of the properly executed and completed submittals, City will deliver a fully signed counterpart to Bidder.

Failure by a Successful Bidder, to whom the Contract is awarded, to execute the Agreement or to furnish the required Bonds or insurance certificates and

endorsements shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required Bonds or insurance certificates and endorsements within the required time period, shall be liable to the City for all damages resulting therefrom including reasonable engineer's and attorney's fees and costs, and engineer's and attorney's fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

AVAILABILITY OF LANDS FOR WORK

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for By Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City unless otherwise provided in the Contract Documents.

TAXES AND FEES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Agent will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

REQUIRED DISCLOSURE

With its Bid submission, Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (I) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent (20%) or less of the outstanding share of a Bidder whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Bidder it finds to lack, or whose present or former executive employees, officers, directors, stockholders,

partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required herein, the City's own investigation, public records, or any other reliable sources of information. The City may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the City may reject the Bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

COMPLIANCE WITH OCCUPATION SAFETY AND HEALTH ACT (O.S.H.A.)

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder. The Bidders signature upon the Bid Response Form is considered Certification of Conformance to such requirements.

PROTESTS

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

CONFLICT OF INTEREST

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

LEGAL REQUIREMENTS

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

DRUG-FREE WORKPLACE

Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

EEO STATEMENT

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

GOVERNMENTAL RESTRICTIONS

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

ADVERTISING

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

ASSIGNMENT

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

ADJUSTMENTS / CHANGES / DEVIATIONS

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

CERTIFICATES, LICENSES, REGISTRATIONS

Proof of Vendor's State of Florida, Department of Business Regulation Certification shall be provided with their bid submittal. The work shall be performed under a Florida Contractor's License and shall not be awarded unless proof of valid license(s) is provided. The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, and Federal Employee Identification Number. **REFERENCES**

Bidder shall submit with the bid, eight (8) references (form attached) for projects similar scope. Failure to provide this information with the bid may result in bid being declared non-responsive.

SUBMITTALS

All submittals are REQUIRED and shall be submitted with the bid package at the time of the bid opening to be considered a responsive bidder. Faxed or Electronically submitted Bids shall not be accepted. Bidding companies shall submit five (5) COMPLETE SETS (one [1] original, four [4] copies and one [1] electronic copy [CD] of their submittal. The CD shall be an exact duplicate of the hard copies and should be one complete file (PDF preferred) not a series of files. These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. Bids not submitted on the enclosed Bid Form shall be rejected. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) **and delivery elements as stipulated in the contract or purchase order document**, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as invoice.

The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

POSTING OF BID AWARD

Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest with the Purchasing Department within the time prescribed in the City's Purchasing Manual, shall constitute a waiver of proceedings.

PERMITS, LICENSES AND FEES

Any permits, licenses, or fees required will be paid for by the Contractor and the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

BID PREPARATION COSTS

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ADDITIONAL TERMS AND CONDITIONS

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

**END OF
SECTION**

**BID RESPONSE FORM
BID NO. 17002
FOR CONSTRUCTION OF DELTONA COMMUNITY CENTER**

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda to complete the construction of the Community Center.

Project to be Substantially Completed within 305 days of issuance of Notice to Proceed.

TOTAL LUMP SUM BASE BID PRICE. \$ 7,163,000.00

Includes all elements of this project as found on the plans provided by CT Hsu & Associates, P.A. titled Bid Set to include the purchase and installation of all items and all labor, tools, machinery and incidentals as indicated and specified in the drawings related to this project.

TOTAL ADDITIONAL PRICE ADD ALTERNATE NO. 1

\$ 49,393.00

TOTAL ADDITIONAL PRICE ADD ALTERNATE NO. 2

\$ 30,092.00

CONTRACTOR TO PROVIDE A LIST OF COSTS FOR THIS PROJECT WHICH SHOULD TOTAL LUMP SUM BID PRICE.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Finance Department, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725.

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

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and Federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.



MULLCON-01

MATERAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2016

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Joanna Engel
	PHONE (A/C, No, Ext): (407) 998-4156 14156 FAX (A/C, No): (321) 214-6429
	E-MAIL ADDRESS: Joanna.Engel@ioausa.com
	INSURER(S) AFFORDING COVERAGE
INSURED Mulligan Constructors, Inc. 1027 W. Lancaster Rd Orlando, FL 32809	INSURER A : Indian Harbor Insurance Company NAIC # 36940
	INSURER B : Owners Insurance Company 32700
	INSURER C : Scottsdale Insurance Company 41297
	INSURER D : American Builders Insurance Company (f/k/a Association Insuranc 11240
	INSURER E : Hartford Fire Insurance Company 19682
	INSURER F : Travelers Property Casualty Company of America 25674

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

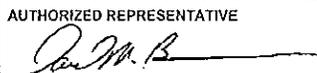
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ESG300059601	11/29/2015	11/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4864659000	11/29/2015	11/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP \$ 10,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XBS0066804	05/23/2016	11/29/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV013819403	11/29/2015	11/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Installation			21MSHZ3923	08/03/2016	08/03/2017	Builders Risk \$ 5,000,000
F	Equipment Floater			QT6609195L096TIL16	02/05/2016	02/05/2017	Equipment Floater \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Deltona Community Center.

CERTIFICATE HOLDER

CANCELLATION

City of Deltona 2345 Providence Blvd Deltona, FL 32725	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: Mulligan Constructors, Inc.

Address: 1027 W. Lancaster Road

City: Orlando

State: Florida

Zip Code: 32809

Phone Number: 407-654-6523

Fax Number: 407-654-7597

Project Contact: Jason Mulligan

e-mail address: jmulligan@mulliganconstructors.com

Remittance (Payment) Mailing Information

Address: 1027 W. Lancaster Road

City: Orlando State: Florida Zip Code: 32809

Phone Number: 407-654-6523

Fax Number: 407-654-7597

Project Contact: Jason Mulligan

e-mail address: jmulligan@mulliganconstructors.com

Federal Tax ID No.: 42-1657988

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

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

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

This sworn statement is submitted to the City of Deltona by
Jason Mulligan

(Individual's name)

FOR: Mulligan Constructors, Inc.

Name of company submitting sworn statement

Whose business address is

1027 W. Lancaster Road, Orlando, Florida 32809

And (if applicable) its Federal Employer Identification Number (FEIN) is 42-1657988
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[Signature] 10/20/16
SIGNATURE DATE
State of Florida
County of Orange

Personally appeared before me, the undersigned authority, (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 20th day of October, 2016.
Jason Mulligan

[Signature]
NOTARY PUBLIC
My commission expires: 7/11/17



This Form Must Be Completed and Returned with your Submittal

BIDDER'S CERTIFICATION

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

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

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

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

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

Name of Business: Mulligan Constructors,, Inc.

Sworn to and subscribed before me by: Jason Mulligan

This 20th day of October, 2016

Signature [Handwritten Signature]

Name & Title, Typed or Printed: Jason Mulligan, President

Mailing Address 1027 W. Lancaster Road, Orlando, Florida 32809
City, State, Zip Code

(407) 654-6523
Telephone Number



Signature of Notary [Handwritten Signature]
Produced Identification _____

Notary Public, State of FL Personally known _____

-OR-

This Form Must Be Completed and Returned with your Submittal

REFERENCES

References who are located in foreign countries are not acceptable.
The Reference Form Must Be Completed and Returned with your Submittal.

1. Project Name: Panera Bread # 4181 Project Value: \$3,000,000.00
Project Description: Ground up restaurant - new construction
Project Owner: Covelli Enterprises
Project Owner's contact info: Aaron Heart (407) 718-9866
Project Location: Oviedo, Florida
Project Start and End Dates: 2014-2014

2. Project Name: Plantation Plaza Project Value: \$4,500,000.00
Project Description: 40,000SF ground up buildings.
Project Owner: Rep: John Burt
Project Owner's contact info: John Burt 407-948-5355
Project Location: The Villages, Florida
Project Start and End Dates: 2013-2013

3. Project Name: Alafaya Square Project Value: \$4,000,000.00
Project Description: Ground up shopping center
Project Owner: Rep: Joaquin Mojica
Project Owner's contact info: Joaquin "Joe" Mojica 407-369-3562
Project Location: Oviedo, Florida
Project Start and End Dates: 2013-2013

4. Project Name: RaceTrac Williamson Project Value: \$2,600,000.00
Project Description: New construction convenience store and fueling station.
Project Owner: RaceTrac Petroleum, Inc.
Project Owner's contact info: Jim Anders 602-321-4496
Project Location: Daytona Beach, Florida
Project Start and End Dates: 07/15 - 10/15

5. Project Name: OC Three Points Maint. Facility Project Value: \$3,400,000.00
Project Description: New construction 3 buildings & fueling station.
Project Owner: Orange County Board of County Commissioners
Project Owner's contact info: Guysen Bohler 407-341-4983

Project Location: Orlando, Florida
Project Start and End Dates: 10/14 - 5/15

6. Project Name: Panera Bread #4187 Project Value: \$2,500,000.00
Project Description: Ground up restaurant - new construction
Project Owner: Covelli Enterprises
Project Owner's contact Info: Aaron Heart 407-718-9866
Project Location: Orlando, Florida
Project Start and End Dates: 2015-2015

7. Project Name: Plant City NG Armory Project Value: \$2,300,000.00
Project Description: Renov. of existing armory and new storage facility.
Project Owner: Florida Department of Military Affairs
Project Owner's contact Info: Joe Polois 904-827-8546
Project Location: Plant City, Florida
Project Start and End Dates: 09/13 - 06/14

8. Project Name: Avon Park NG Armory Project Value: \$2,000,000.00
Project Description: Renovation of existing armory.
Project Owner: Florida Department of Military Affairs
Project Owner's contact Info: Joe Polois 904-827-8546
Project Location: Avon Park, Florida
Project Start and End Dates: 2013 - 2014

QUESTIONNAIRE FORM

DATE: 10/20/16

PROJECT IDENTIFICATION CITY OF DELTONA COMMUNITY CENTER

NAME OF BIDDER: Mulligan Constructors, Inc.

BUSINESS ADDRESS: 1027 W. Lancaster Road, Orlando, Florida 32809

TELEPHONE NO.: (407) 654-6523

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1510462

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

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

15 years

2. List similar projects that you have undertaken in the most recent three year period. Identify the Owner and a Contact Person:

<u>Project Name/Number</u>	<u>Municipality / Owner</u>	<u>Contact</u>
Three Points	Orange County	Guysen Bohler 407-341-4983
(5) Panera Bread Cafe's	Covelli Enterprises	Aaron Heart 407-718-9866
Plantation Plaza	Cornerstone Development	John Burt 407-948-5355
Alafaya Square	Woolbright Development	Joaquin "Joe" Mojica 407-369-3562
Plant City NG Armory	FL Dept. of Military Affairs	Joe Polois 904-827-8546

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. Name three (3) municipalities for which you have performed similar projects and to which you refer:

Orange County
State of Florida Department of Military Affairs
City of Debarry and Seminole County

5. Have you personally inspected the site of the proposed Work?

Describe any anticipated problems with the site and your proposed solutions.

Yes

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

Yes, 90%

7. What equipment do you own that is available for the Work?

TBD

8. What equipment will you purchase for the Work?

TBD

9. What equipment will you rent for the Work?

TBD

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

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

Bidder is: Mulligan Constructors, Inc.

END OF
SECTION

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10/19/16

Accrual Basis

Mulligan Constructors
Balance Sheet
As of September 30, 2016

	Sep 30, 16
ASSETS	
Current Assets	
Checking/Savings	
CASH	
1008 · Mercantile Bank - Checking	136,194.79
1020 · TD Bank "New" Account Checking	385,375.51
Total CASH	521,570.30
Total Checking/Savings	521,570.30
Accounts Receivable	
1200 · Accounts Receivable	3,363,209.40
Total Accounts Receivable	3,363,209.40
Other Current Assets	
1202 · Prepaid Insurance	0.49
1320 · Retentions Receivables	1,079,247.44
1355 · Due from Related Party	
1358 · Due from JEMCO	5,848.04
Total 1355 · Due from Related Party	5,848.04
Total Other Current Assets	1,085,095.97
Total Current Assets	4,969,875.67
Fixed Assets	
1805 · Office Equipment	10,116.70
1825 · Leasehold Improvements	75,938.00
1900 · Accumulated Depreciation-Office	-83,202.19
Total Fixed Assets	2,852.51
Other Assets	
1300 · Deferred Rent Receivable	767.00
1950 · Security Deposit	5,054.75
Total Other Assets	5,821.75
TOTAL ASSETS	4,978,549.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,578,131.35
Total Accounts Payable	1,578,131.35
Other Current Liabilities	
2004 · Accounts Payable Retainage	762,047.63
2500 · Billings In Excess of Cost&Earn	1,350,754.94
Total Other Current Liabilities	2,112,802.57
Total Current Liabilities	3,690,933.92
Long Term Liabilities	
2050 · Accrued Rent Payable	1,001.00
Total Long Term Liabilities	1,001.00
Total Liabilities	3,691,934.92
Equity	
4000 · Equity - Current Year	795,939.73
4050 · Common Stock	264,683.00
4100 · Owner's Equity-Capital Contribu	46,449.00
4120 · Distribution Account	-169,460.00
4300 · Treasury Stock	0.32
Net Income	349,002.96

3:56 PM
10/19/16
Accrual Basis

Mulligan Constructors
Balance Sheet
As of September 30, 2016

	<u>Sep 30, 16</u>
Total Equity	<u>1,286,615.01</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,976,549.93</u></u>

SUBCONTRACTORS AND AFFILIATES

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

FIRM NAME	TRADE	TELEPHONE AND FAX NUMBER
NA	NA	() (NA)
NA	NA	() (NA)
NA	NA	() (NA)
NA	NA	() (NA)

In the event our firm is awarded this bid, the City of Deltona will be notified of any changes made to this Sub Contractors list before and during any and all work performed during this project.

The Sub-Contractor listing Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that Mulligan Constructors, Inc. does: (Name of Business)

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

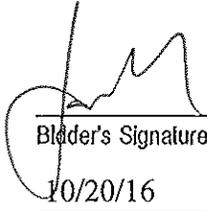
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



/Jason Mulligan, President
Bidder's Signature
10/20/16

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

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

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

This Form Must Be Completed and Returned with your Submittal

Jason Mulligan, President

Contractor

10/20/16

Date

Statement of No Bid
Bid No. 17002
COMMUNITY CENTER PROJECT

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: City of Deltona, Attn: Kate Krauss, 2345 Providence Blvd., Deltona, FL 32725

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- NA Specifications are too "restrictive." (Please explain below) Unable to meet specifications
- NA Specifications were unclear. (Please explain below) Insufficient time to respond
- NA We do not offer this type of product or equivalent
- NA Our production schedule would not permit us to perform
- NA Unable to meet bond requirements
- NA Other (please explain

below) REMARKS:

Mulligan Constructors, Inc.

Company Name

X NA

Signature

NA

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MULLIGAN CONSTRUCTORS, INC. as Principal, and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid) FIVE PERCENT OF THE BID AMOUNT for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 20TH day of OCTOBER, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to City of Deltona, Florida a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for Construction of a Community Center.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name): MULLIGAN CONSTRUCTORS, INC.

THE OHIO CASUALTY INSURANCE COMPANY

Surety (Print Full Name):

THE OHIO CASUALTY INSURANCE
COMPANY

Surety's Name and Corporate Seal

(Seal)

THE OHIO CASUALTY INSURANCE
COMPANY

By: _____ (LS)
Signature (attach power of attorney)

Title: JOHN W. CHARLTON, Attorney -In - Fact

Attest: _____
Signature and Title

SECRETARY

MULLIGAN CONSTRUCTORS, INC.

By: JASON MULLIGAN

Title: PRESIDENT

Attest: _____
Signature and Title

10/20/2016

(Date)

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF
SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7030116

American Fire and Casualty Company
The Ohio Casualty Insurance Company

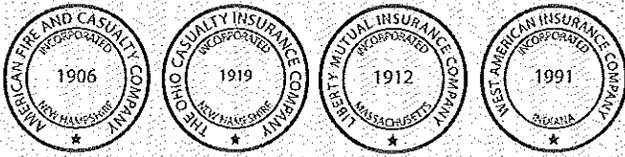
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. W. Matson, III; John W. Charlton

all of the city of Coral Gables, state of FL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June, 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

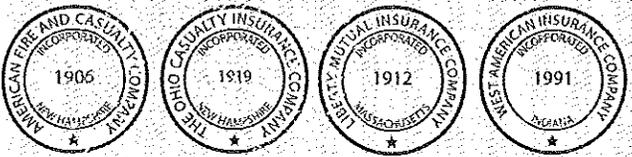
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of October, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT FORM

STATE OF FLORIDA COUNTY OF VOLUSIA

Jason Mulligan, being first duly sworn deposes and says that:

1. He (it) is the President of Mulligan Constructors, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

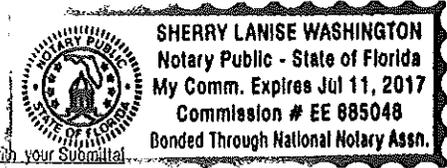
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Jason Mulligan, President

Sworn and subscribed to before me this 25 day of Dec, 2016, in the State of Florida, County of Duval.

Notary Public signature and My Commission expires: 7/11/17



This Form Must Be Completed and Returned with your Submittal.

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

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

This sworn statement is submitted to the City of Deltona by

Jason Mulligan

(Individual's name)

For
Mulligan Constructors, Inc.

Whose business address is 1027 W. Lancaster Road, Orlando, Florida 32809

(Name of entity submitting sworn statement)

and (if applicable) its Federal Employer Identification Number (FEIN) is 42-1657988
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

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

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

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

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

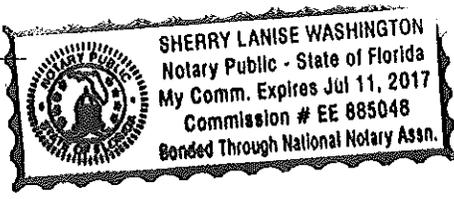
[Signature]
SIGNATURE
10/20/16
DATE

State of FL
County of Orange

Personally appeared before me, the undersigned authority, (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 20 day of Oct, 2016

JASON MULLIGAN

[Signature]
NOTARY PUBLIC
My commission expires: 7/11/17





**ADDENDUM #1 TO BID # 17002
CONSTRUCTION OF A COMMUNITY CENTER
September 29, 2016**

CTH+A Project No. 1508.01

This addendum modifies the requirements of the Bid Document Package.

The following items take precedence over referenced portions of the Contract Documents for the above named Project and shall become a part thereof.

Where any item called for in the Contract Documents is supplemented hereby, the original requirements shall remain in effect. All supplemental items and conditions shall be considered as added thereto.

Where any original items or condition is amended, voided or superseded hereby, the provisions of such items or conditions not so specifically amended, voided or superseded shall remain in effect.

SPECIFICATIONS:

Insert the following revisions on the following Specifications:

SECTION NO.	ITEM	DESCRIPTIONS
Div 0	Bid Bond	REVISE: See attached revised Bid Bond Form.
Div 0	Local Pref Ord.	ADD: See attached Local Preference Ordinance.
09 51 13	Acoustical Panel Ceiling	ADD: See attached Acoustical Panel Ceilings to be added to the contract documents in its entirety.
07 54 00	Thermoplastic Roofing	REVISE: Specification Section 07 54 00 Item 2.2.C.1 Products: Revise to "8540"; Fibertite: 45mils
26 41 13	Lightning Protection	ADD: See attached Lightning Protection for Structures to be added to the contract documents in its entirety.



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DRAWINGS:

Insert the following revisions on the following sheets:

DRAWING	ITEM	DESCRIPTIONS
A1.201	Reflected Ceiling Plan	Revise: Updated the symbols legend. Revised location of the linear diffuser/return grilles in the Prefunction 127.
A2.404	Exterior Wall Sections	Revise: Compression Strut Framing used in-lieu of the hanger system for the linear metal soffit panels at exterior canopy.
A4.101	Door Schedule	Added: Frame type F11 added.
A4.102	Window Schedule	Added: Glazing type indicated.
A4.103	Window Schedule	Added: Glazing type indicated.
A4.104	Room Finish Schedule	Revise: Schedule revised to show PT revised locations.
A5.101	Restroom Details	Added: Added light fixture behind accent wall. PT wall finish indicated. dimensions added. Revise: Key notes revised. LAV-4 to be Kohler Model K-7806.
A6.101	Furniture & Equipment Plan	Revise: Keynotes revised to indicate which items are NIC.
A6.102	Finish Plan	Revise: Finishes have been revised for all restrooms, and Great Hall 139, Games 138, and Conf 1&2 135-136.
A6.201	Interior Elevations	Added: Electrical devices are located on elevations. Wall outlet locations have been revised. Added: Enlarged elevations for Banquet Hall entries.
A6.202	Interior Elevations	Added: Electrical devices are located on elevations. Wall outlet locations have been revised.
A6.301	Millwork Details	Revise: Reception desk dimensions revised.
A6.302	Millwork Details	Added: Interior details 08 & 09. Revise: Interior details 04 & 07 have been revised.
A7.401	Ceiling Details	Revise: Details 03, 06, & 07 have been revised. Added: Details 09 & 10 have been added.
E2.001	Electrical Lighting Plan	Revise: Lighting fixtures for cove lighting conditions. Added: Cove light fixture in restrooms 112 & 117.
E4.001	Electrical Schedules	Revise: Lighting fixture schedule.
M1.101	Mechanical Floor Plan	Added: Keynote 21 added.
P1.001	Plumbing General Notes	Revise: LAV-4 to be Kohler Model K-7806.
P1.101	Plumbing Overall Floor Plan	Added: Keynote 18 added.



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PRE-BID:

September 22, PRE BID MEETING Sign in – See Attached.

BIDDER QUESTIONS:

1. Is the 305 days for project substantial completion business days or days?
RESPONSE: Calendar Days.
2. Who pays for permit/impact fees?
RESPONSE: The City will pay permit/impact fees
3. Is Builders' Risk a requirement?
RESPONSE: The City will provide the Builders' Risk insurance.
4. The bid states that Contractor has to have 3 million dollars workers comp. Is this correct?
REPOSE: Workers' compensation insurance to be provided at the statutory limits. Delete the requirement for 3 million dollars workers' comp. This addendum also changes the limits on General Liability from \$1,000,000 to \$3,000,000.
5. What furniture is to be provided by the Contractor?
RESPONSE: Loose Furniture is by provided by others and NIC, shown for information only.
6. <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>
This is the link to the Section 3 Business Registry. Contractors can search for a Section 3 business or learn more about the requirements.
7. Please confirm the number of bid copies required. Page 2 indicates one original and a CD copy of same but page 16 indicates 5 (one original plus 4 copies and a CD).
RESPONSE: Please provide one original and three copies along with a CD. CD can be provided within 24 hrs.
8. Please confirm bid submittal "good for" days. Page 10 has 90 days, page 24 has 120 days.
RESPONSE: Bids will remain open for 90 days from the due date.
9. Please confirm local preference percentage. Website shows 3%, Ordinance 05-2016 indicates 10%.
RESPONSE: Please see the attached Ordinance which is our latest. The website will be updated.
10. Page 9, Subcontractors. The section refers to page 29 to include firm name, trade and phone number. Page 9 indicates we must provide that as well as estimated time for materials, shop drawings, fabrication, experience, etc. Is this all necessary on bid day? This would be difficult to assemble but could be provided within 48 hours of bid opening or by apparent low bidder.
RESPONSE: To be provided within 48 hours of bid opening.



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CIVIL

1. Sheet C-6 of 12 between Inlet D-8 and D-5 the storm pipe is not sized. Please provide.
RESPONSE: The Pipe is 160LF - 18" RCP.
2. Sheet C-6 of 12 between Inlet D-6 and D-7 the storm pipe is not sized. Please provide.
RESPONSE: The Pipe is 160LF - 18" RCP.
3. Where does the drive through canopy roof drains connect to the storm drainage system?
What size piping is required?
RESPONSE: The roof leader will be connecting with a 4"x 12" increaser to a 12" HDPE pipe which will tee into the 12" HDPE pipe shown at the south end of the canopy.
4. Sheet C-5 of 12 – Just FYI documents to do show Handicap signs at HC parking spaces.
RESPONSE: Noted. HC signs are to be placed at each HC space.

LANDSCAPE/IRRIGATION

1. Sheet LA3 – 3 Plant Schedule – Palms – Ribbon fan palm states – See plan for clear trunk heights. We unable to find the height requirements of the plans on the plans. Please provide size requirements.
RESPONSE: The C.T (clear trunk) heights are represented for palms in two ways;
 - **The C.T heights are located next to the palm symbols**
 - **There is a label stating "10' C.T. Matched" which is associated with the appropriate palm tag. In order to minimize clutter on the plan the C.T. heights are represented at one location per (Landscape Island, linear application, etc.) that identifies a certain palm species and their C.T, heights.**
2. S Sheet LA3 – 3 Plant Schedule – Palms – Cabbage palms states – See plan for CT Hsu's. We unable to find the height requirements of the plans on the plans. Please provide size requirements.
RESPONSE: The C.T (clear trunk) heights are represented for palms in two ways;
 - **The C.T heights are located next to the palm symbols**
 - **There is a label stating "10' C.T. Matched" which is associated with the appropriate palm tag. In order to minimize clutter on the plan the C.T. heights are represented at one location per (Landscape Island, linear application, etc.) that identifies a certain palm species and their C.T, heights.**
3. Sheet LA3 – 3 Landscape Specifications – Soil Testing. Are 4 soil test required?
RESPONSE: Please disregard note #9 on sheet LA3. This note is no longer applicable.
4. Sheet LA3 – 3 Landscape Specifications – Percolation - States that percolation tests are required for all planting pits for SPP palm trees. Which palms are SPP palms?
RESPONSE: Note # 21 is in reference to the Phoenix species (Phoenix sylvestris). These palms cannot be submersed in water for prolonged periods, thus a percolation test would



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be performed to verify the soils saturation capacity to verify if it is conducive for this species. With this region predominately sandy soils I cannot see this would be a problem, therefore note #21 can be disregarded as well.

5. What is remedy for failed percolation tests should they occur?

RESPONSE: *You would need to amend the soil within the tree pit to ensure proper water drainage and percolation. This is not applicable.*

ARCHITECTURE

1. Specifications for Acoustical Ceilings is missing. Please provide.

RESPONSE: *See attached specification Section 09 51 13 Acoustical Panel Ceilings.*

2. Sheet A0.002 Ground sign. There does not appear to be a foundation size or design shown. Please provide.

RESPONSE: *The drawing references sheet S2.101 footer and reinforcement details.*

3. Sheet A0.002 Ground sign shows adhered masonry veneer on the base of the sign. Is stone in base bid or part of the alternate #2?

RESPONSE:

Included as part of alternate #1.

4. Sheet A1.101 Storage Room 133 – Is there shelving in this room?

RESPONSE:

Shelving deleted.

5. Sheet A4.106 Stage curtain Layout. How are the stage curtains supported? Is a pipe grid required? Is the support part of the alternate #1?

RESPONSE: *Reference Stage Equipment specification for rigging. All items are part of Alternate 2.*

6. What is the tint of the exterior insulated glazing? (Availability is VERY limited)

RESPONSE: *Reference glass basis of design in specifications 08 80 00.*

7. Is this project a Large Missile impact resistant or a EHPA shelter?

RESPONSE: *No.*

8. Is this project a LEED certified project? Several specifications reference LEED.

RESPONSE: *No.*

9. Bid bond form indicates job scope as Roadway project. Can we get a corrected bid bond form?

RESPONSE: *Refer to revised Bid Bond Form attached.*

10. Instructions to bidders page 6 Permits/licenses and fees reads - Any permits or fees will be the responsibility of the contractor. What building permit fee schedule do we use to determine building permit fees? Are utility connections fees by contractor? (Normally the owner pays for these fees)

RESPONSE: *Permit and Impact Fees are by Owner. Please reference Div 0 for temp utility.*



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11. Instruction to bidders page 9 Subcontractor: Reads Such list shall be accompanied by a statement of experience with pertinent information as to similar project or other evidence of qualifications for each subcontractor person or organization. If the city engineer has reasonable objection either may before Notice or award request the apparent low bidder to submit an applicable substitute without increased Bid price. Is this applicable to this project?
RESPONSE:
12. Who is responsible for materials testing?
RESPONSE: City will provide Independent testing.
13. Section 03 30 00 – 5 Paragraph 1.6 Field quality control – Floor tolerance measurements. What are the FF requirements at the hard tile floor locations, wood floor locations and carpet and soft good floor locations?
RESPONSE: Reference individual specification sections for specific requirements.
14. Limiting the steel bidder to ANSI certified plants will limit the number of local steel fabricators who can bid the project and increase the cost to the owner.
RESPONSE: Confirmed.
15. Limiting the architectural woodwork bidders to AWI certified millwork shops will limit the number of local bides and increase the cost to the owner.
RESPONSE: Confirmed.
16. What is the R-value of the roof system?
RESPONSE: R 30
17. Sheet A0.002 Detail 7 shows ground sign lighting and refers to electrical plans. We were unable to find the light fixtures on the electrical plan. Please clarify.
RESPONSE: The fixture is "Hunza" Model SS/HP S 60 3 GG BZ
18. Section 07 54 00 – 5 1.11 warranty indicates a special warranty rider for wind and wind speeds including 100 mph. Is this correct?
RESPONSE: yes
19. Sheet A0.002 shows the dumpster enclosure as tilt-wall and sheet C10 of 12 shows a masonry dumpster enclosure – Which is correct?
RESPONSE: Dumpster Enclosure in Tilt Wall. Delete Civil reference.
20. 08 11 13 – 5 2.05 Fabrication Item J references sound rated acoustical assemblies. Are any sound doors required for the project?
RESPONSE: No Acoustical Doors are required for this project.
21. What is the required frequency or quantity of window testing required on storefront and curtain wall systems?
RESPONSE: 5 locations to be selected by Architect. Second testing only at failed locations.
22. There is a section 06 16 00 Sheathing and a section 09250 gypsum Board Sheathing. What is the difference and where do they apply on the project?
RESPONSE: Plywood sheathing is specified under 06 16 00 and Dens Glass under 09 25



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00.

23. Specification section 09 68 16 -3 Part 2 Products - 2.1 Carpet Tile, item #1 - reads – refers to sheet A6.102 finish materials list for manufacturer. Reviewing sheet A6.102 – We could not find manufacturers of the carpet. Please provide.
RESPONSE: See Attached revised sheet A6.102.
24. Sheet A6.101 Furniture and equipment plan. Are all of the items shown in the Keynotes by the General Contractor? Please clarify.
RESPONSE: Reference Attached Revised Sheet.
25. There is a note 21 in keynote legend on sheet A6.201 indicating wall mounted monitor and systems plans show 4 monitor locations and connections. Conference room monitor is part of the video presentation system. Who provides the other 3 monitors?
RESPONSE: All (4) Monitors are provided by Owner and contractor installed.
26. Is any sprayed fireproofing required for the project? Several details on G1 plans show fire proofing details. Please verify.
RESPONSE: No
27. Specification section 10 14 00 signage – Please provide a sign location plan so we can determine quantities and location of signs.
RESPONSE: Locations are at each door of each room per specification.
28. Specification section 10 14 00 -5 - Paragraph 2.06 indicates a Cut Metal City Seal mounted on council chambers back wall. Is this required?
RESPONSE: Revise to read Reception 101 area.
29. Where do the wall corner guards locate? Sheet A1.101 indicates Corridor 151 and specifications indicate hallways, high traffic and dining areas. Which is correct? Please provide count or plan showing locations for bidding purposes.
RESPONSE: Corner Guards are located at all outside corners in Corridor 151, Food Warming 141, and Senior Pantry 142.
30. Sheet A1.01 Keynote # 1 denotes a suspended privacy panel. Please provide a detail of how the panels suspend from the ceiling on what materials are used to suspend the panels.
RESPONSE: Reference Specification Section 10 10 00 Miscellaneous Specialties.
31. Sheet A1.01 Keynote # 2 denotes a movable privacy panel. Please provide a detail of how the panels remove and reattach and what materials are used to attach the panels.
RESPONSE: Reference Specification Section 10 10 00 Miscellaneous Specialties.
32. Sheet A2.201 Elevation 03 shows service yard gates. What are these gates constructed of? Please provide details.
RESPONSE: Design Basis: Swing type, fixed louver style gates; aluminum tube construction, with 80% direct visual screening capability, as manufactured by Ametco, Willoughby, Ohio, or Architect approved equivalent. 800 362-1360. Heavy Duty pintle hinges and cane bolt lock with steel sleeve. Powder Coat Finish.



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33. Sheet A7.102 Detail 14 shows an aluminum trellis. Is this the same as Aluminum sunshade shown on sheet A2.401 section 1? Please clarify.
RESPONSE: Confirmed.
34. Sheet A2.404 Section 04 Canopy column enclosure/section. Shows simulated stone over 6' studs with precast caps. Is the column finishes part of the alternate #2 - Adhered masonry veneer? If not what is finish of columns in base bid?
RESPONSE: Base Bid.
35. Sheet A2.404 section 01 of the veranda shows what appears to be a concrete curb at the base of the wall. Structural floor plans do not show any curbs. Which is correct? If it is required, please provide plan for location and section for details.
RESPONSE: Yes, curb is required, reference wall sections.
36. Sheet A2.404 section 04 of the canopy column enclosure shows what appears to be a concrete curb at the base of the wall. Structural floor plans do not show any curbs. Which is correct? If it is required, please provide plan for location and section for details.
RESPONSE: Yes, curb is required, reference wall sections.
37. Sheet A6.201 Reflected Ceiling notes note E states – see specs for acoustical tile schedule. Specification section 09 51 13 was omitted from the specification manual. Please provide.
RESPONSE: See attached ceiling specification section.
38. Sheet A7.502 – Wall sections 10, 13 and 15 show a dampproofing product and high bond masonry veneer mortar. We did not see any similar applications shown on Coronado Stone Products website under applications sections. The tiltwall panels contain bond breaker. Will this substrate for veneer attachment bond to tiltwall. Should wire lath be applied under veneer?
RESPONSE: yes, provide dampproofing and paperback metal lath at these locations.
39. Sheet A6.201 Keynote #19 calls for acoustical paneling and keynotes 13 and 14 on Sheet A7.401 call for wood ceiling panel and trim for wood ceiling panel. However, there are no specifications for these items. Please provide.
RESPONSE: See attached ceiling specification section.

ELECTRICAL/COMMUNICATIONS

1. In room 117 & 112 there are some wall fixtures with no ID and they do not appear on the fixture schedule. Please provide.
RESPONSE: Light fixtures are provided with restroom mirrors. Fiori lighted vanity mirror LED bathroom mirror. Size 23.6W x 31.5H
2. There is no spec section for fire alarm. Please provide.
RESPONSE: Contractor to provide addressable fire alarm system to comply with design drawings and NFPA-72, no separate specification section provided. Engineer to provide fire alarm shop drawings submittals for approval.
3. There is no basis of design or spec section for the generator cam lock connection. Please provide.
RESPONSE: Contractor to provide generator cam lock connectors rated for outdoors for engineer approval, provide connector rated for 3 phase, 600V, 800A.



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4. Spec section 26 36 00 is for automatic transfer switches, this job has a manual transfer switch. Are we to comply with the automatic transfer switch specifications?
RESPONSE: No automatic transfer switch for this project. Provide 3P-800A, 600V ATS for engineer approval.
5. Spec sections 27 11 00, 27 13 00, and 27 15 00 call for communications room fittings, communications backbone cabling, and communications horizontal cabling, but note 3 on T0.001 says voice/data system by owner's vendor. Which is correct?
RESPONSE: T0.001 note 3 will be deleted.
6. FYI - Spec sections 27 51 23.50 and 27 53 13 do not appear in the specifications index.
RESPONSE: The spec section has been deleted.
7. Electrical plans don't show power to new well pump or irrigation controller. Please provide panel location and circuit size for 5 hp submersible well pump and controller.
RESPONSE: New well pump and irrigation controller shall be incorporated in Addendum-02 drawings. New 5 hp submersible well pump and controller shall be fed from a new 2P-50A circuit breaker in panel P1A located in Electrical room- 132, a new Nema 3R 2P-60A disconnect switch shall be installed by pump and controller location.

MECHANICAL/PLUMBING

1. Is the Test and Balance by owner?
RESPONSE: No. Provided by contractor.
2. Plumbing plan shows 2 grease traps in the same location as the new power transformer. Please clarify locations.
RESPONSE: Contractor to coordinate location of power transformer prior to installation.

Specification Attachments:

Section 09 51 13 Acoustical Panel Ceiling
Section 26 41 13 Lightning Protection for Structures

Drawing Attachments:

A1.201 Reflected Ceiling Plan
A2.404 Exterior Wall Sections
A4.101 Door Schedule
A4.102 Window Schedule
A4.103 Window Schedule
A4.104 Room Finish Schedule
A5.101 Restroom Details
A6.101 Furniture & Equipment Plan
A6.102 Finish Plan
A6.201 Interior Elevations
A6.202 Interior Elevations
A6.301 Millwork Details
A6.302 Millwork Details
A7.401 Ceiling Details



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- E2.001 Electrical Lighting Plan
- E4.001 Electrical Schedules
- M1.101 Mechanical Floor Plan
- P1.101 Plumbing Overall Plan

Additional Attachments:

- Pre Bid Sign-In Sheet
- Bid Bond Form
- Local Preference Ordinance

Bidder Questions:

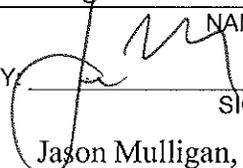
End of Addendum 01

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Mulligan Constructors, Inc.

NAME OF BUSINESS

BY:  _____ 10/20/16
SIGNATURE/DATE

Jason Mulligan, President

NAME & TITLE, TYPED OR PRINTED

1027 W. Lancaster Road

MAILING ADDRESS

Orlando, Florida 32809

CITY, STATE, ZIP CODE

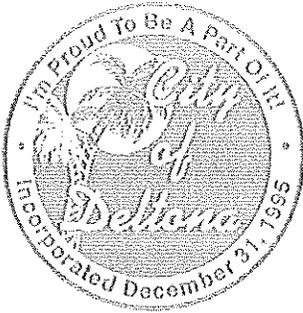
(407) 654-6523

AREA CODE AND TELEPHONE NUMBER

RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT



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**ADDENDUM #2 TO BID # 17002
CONSTRUCTION OF A COMMUNITY CENTER
October 11, 2016**

CTH+A Project No. 1508.01

This addendum modifies the requirements of the Bid Document Package.

The following items take precedence over referenced portions of the Contract Documents for the above named Project and shall become a part thereof.

Where any item called for in the Contract Documents is supplemented hereby, the original requirements shall remain in effect. All supplemental items and conditions shall be considered as added thereto.

Where any original items or condition is amended, voided or superseded hereby, the provisions of such items or conditions not so specifically amended, voided or superseded shall remain in effect.

SPECIFICATIONS:

Insert the following revisions on the following Specifications:

SECTION NO.	ITEM	DESCRIPTIONS
-	-	-

DRAWINGS:

Insert the following revisions on the following sheets:

DRAWING	ITEM	DESCRIPTIONS
C - 5	Site Plan	Added: Note 1 added to the Sheet.
C - 6	Paving, Grading, and Drainage Plan	
P1.001	Plumbing General Notes	Revise: Lav-4 on plumbing schedule.
M1.101	Mechanical Floor Plan	Revise: Ductwork shifted to accommodate roof hatch.
T0.001	Technology General Information	Revise: Keynote 1.



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L1.001	Lightning Protection Plan	Added: New sheet.
L2.001	Lightning Protection Details	Added: New sheet.
E0.003	Electrical Site Plan	Added: Fixture schedule, added monument sign.
E1.001	Electrical Power Plan	Revise: All circuit numbers in the kitchen have been updated.
E4.001	Electrical Schedules	Revise: Panel P1A & K have revised schedules.
E5.001	Electrical Details & One Line Diagram	Revise: Drawing name change, and updates to One Line Diagram.

BIDDER QUESTIONS:**CIVIL**

1. Page 3 Paragraph 4.1 4.0 Foundation Recommendations 4.1 General indicates – We recommend the loose soils within the upper 2 feet of the foundations be improved to preclude excessive settlement. Do you want the building area or foundations undercut 2 feet and re-compacted? Please elaborate on this requirement.
RESPONSE: The compaction requirements under the foundations and building area should meet the compaction requirements per Section 4.2.4 of Universal's Soils Report (Report # 131516 dated 5/3/16).
2. Sheet C2 of 12 Potable Water Item # 42 indicates that the entire potable water system is to be videotaped? Is this correct?
RESPONSE: Note #42 is referring to a video of the job site not the potable water main pipe. This is a standard City of Deltona note which is probably to verify existing conditions prior to construction. No video of the potable water main is required.
3. Sheet C3 of 12 Roadway and Parking Area Item #14 and 15 mention soil cement base. Details shown limerock or crushed concrete. Is any soil cement required for the project?
RESPONSE: The roadway base material should be limerock or crushed concrete not soil cement.
4. Sheet P1.101 shows roof storm drain piping exiting the building under Pre-function area (Room 127) of the building (East side of building). Civil sheet C7 of 12 does not show any piping to these storm lines. Please provide required piping and sizes.
RESPONSE: Attached is a revised sheet C-6 showing the connection of the roof storm drain to the storm system along the west side of the building. Please note the changes to the stormwater system which have been clouded.
5. **Concrete Curb** - Drawing C-8 shows both sidewalk turn-down edge and type D curb details. Drawing C-5 does not reference either detail. Please confirm that the concrete turn-down edge occurs where the sidewalk meets the concrete paving or asphalt paving and the type D curb occurs at all other paving perimeter locations.
RESPONSE: The thickened edge concrete sidewalk should be used where the sidewalk



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abuts the pavement. The Type D curb will be used at all other paving perimeter locations. This note has been added to Sheet C5.

IRRIGATION/LANDSCAPE

1. Sheet IR3 of 3 Irrigation schedule indicates to provide a 4" well with 5 hp submersible pump. What is the required depth of the well? For bidding purposes can we say 100 feet deep?
RESPONSE: Yes
2. Sheet LA1-3 at entry canopy there is a note which reads – 4' x 4' concrete base planter to be selected by City. Please clarify this note and provide detail of requirement.
RESPONSE: Delete reference note, Item removed.

ARCHITECTURE

1. Instruction to bidders page 9 Subcontractor: Reads Such list shall be accompanied by a statement of experience with pertinent information as to similar project or other evidence of qualifications for each subcontractor person or organization. If the city engineer has reasonable objection either may before Notice or award request the apparent low bidder to submit an applicable substitute without increased Bid price. Is this applicable to this project?
RESPONSE: Yes.
2. Sheet A7.503 Detail 11 shows sound attenuation blanket at sound walls. Is this just sound batt pushed into door frame as it is being installed?
RESPONSE: Yes, acoustical batt packed tight.
3. Specification section 12 21 13 paragraph 2.02 Manual Roller Shade A materials indicates to provide blackout fabrics providing 0% - 14% openness factors. Please clarify this requirement as it is an uncommonly wide range.
RESPONSE: Range is for final submittal selection by Architect.
4. Sheet A7.301 Detail 9 shows a mullion clip. Is the clip steel or aluminum? Who engineers the clip to determine the size?
RESPONSE: The clip is steel and per note SE2 on sheet S0.102, The clip and connection of the curtainwall to the steel beam is to be designed and provided by the vendor's specialty engineer.
5. Sheet A2.404 Section 04 and 06 shows architectural precast cap elements. We were unable to find and specifications on the architectural precast. How does the cap attach to the steel stud framing at the columns? How does the precast attach to the top of the tiltwall knee wall? Is the precast cap colored or gray?
RESPONSE: Anchored with epoxy threaded stud anchors. @ 24"oc. Precast to be white concrete with Med. Sandblast finish.
6. The only specifications we could find were fire rated counter shutters. Are there any specifications available for the exterior door? The door is a 6 x 10 in the receiving yard. Door # 129 B shown on drawing A2.201. The area at the door location is air conditioned so it may require a wind rated insulated slat door to meet the 2014 energy code?
RESPONSE: Basis of Design to be Cookson Insulated Service Door, 22ga. R 6 #45 slats with mfg. powdercoat finish. Chain Operation, or equal.



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7. Addendum #1 Revised Sheet A5.101 finish Legend shows a Realstone Systems Mocha Birch Honed stone or tile. Is the selection a Mocha Birch Honed Panel or Honed Mocha Birch Plank?
RESPONSE: Panel
8. Does the wall in restroom #117 receive tile? (See below) If so what selection?
RESPONSE: Yes, PT-7.
9. Sheet A5.101 Keynote under Restroom Fixtures and Equipment R8 indicates Tempered glass vanity with LED lighting. (Keynote on plan indicates wall hung mirror) Please provide fixture type and manufacturer so we can obtain pricing. Also appears to be in conflict with electrical fixture schedule. Please clarify.
RESPONSE: Light fixtures are provided with restroom mirrors. Fiori Lighted Vanity Mirror LED bathroom mirror. Size 23.6W x 31.5H.
10. Sheet A5.101 Keynotes items #6 and M1 denote solid surface and quartz countertops. We were unable to find specifications these items. Please provide. Also have the color selections been selected? Is the color range a standard range? What thickness are the quartz tops?
RESPONSE: M1 and #6 refer to QTZ-1 (Dupont Zodiac Papyrus)
11. Sheet A5.101 Section 12 Restroom Banquet. How are the legs or supports of the vanity banquet constructed? Are they the same materials? What type of base is required at support legs?
RESPONSE: The construction is similar to detail 12/A5.101, with the finish wrapping around both sides of the frame.
12. Sheet A5.101 Keynote R10 – Recessed Diaper Changing Station. Where are the changing tables located?
RESPONSE: In Family Restroom 109.
13. Sheet A6.201 – Keynotes – Interior Elevation Keynotes Item #20 indicates a recessed speaker shelf with speaker cloth enclosure. The wall is 4" thick at this location – Will the speaker fit into 3" deep shelf? What type of fabric is required for speaker cloth enclosure?
RESPONSE: The shelf is a gypsum board over metal stud construction that is 18" in depth, which recesses into the stage proper. Standard black speaker cloth.
14. Sheet A6.301 Keynotes Interior Finish Note #3 Indicates Stainless Steel base. Where is the stainless steel base located? What grade of stainless steel? 502?
RESPONSE: Stainless steel base revised to plastic laminate to match body.
15. Sheet A6.301 Interior finish note 4 Profile panel system – Basis of Modular Art Quincy. Please provide a specification for 06 26 14 Mineral profile paneling size, profile, and type of panels required. Is panel orientation vertical or horizontal? How do panels install or attach to reception desk?
RESPONSE: Revised the finish to be plastic laminate over substrate.
16. Sheet A6.201 Keynotes Interior Elevation keynotes – Specifically Note # 36 and 37 reference suspended privacy panels, and movable privacy panels. We are unable to location any specifications for these items. Please provide. Also, what size are the panels? (They scale 4' x 8') How do they attach? What color are the panels? Are the panels suspended? If so how are they hung? How many movable privacy panels are there? How do they attach? Please provide a specification.
RESPONSE: Reference Specification Section 10 10 00 Miscellaneous Specialties.



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17. During the pre-bid, the question was asked regarding who pays for/performs the "Threshold Inspection". I did not see this in the Addendum #1's responses. Please clarify who performs and or pays for the Threshold Inspection?
RESPONSE: The contractor.
18. Addendum No. 1, under "Bidders Questions," Q9 regarding Local Preference. It was identified at the pre-bid that federal monies were being used to pay for this project. Can local preference be used on a federally funded project?
RESPONSE: The city will not be using local preference on this project.
19. Addendum No. 1, under Bidder Questions, Q10 – the City response is, "to provide within 48 hours of bid opening." Please clarify what needs to be provided and how? Will this only be required of the apparent low bidder?
RESPONSE: List of major subcontractors and their similar scale project qualifications and experience.
20. Addendum No. 1, under "Architecture," Q11 does not have a response. Will there be one in a forthcoming addendum?
RESPONSE: Yes.
21. Addendum No. 1, under "Architecture," Q12 refers to the City providing materials testing. How much does this entail, as Q21 asks about window testing? Is the City providing this test or only the civil site testing of earthwork and pavements?
RESPONSE: City only provides material testing of concrete, pavement. All other trade testing is provided by GC.
22. Addendum No. 1, pg. 9, "Mechanical /Plumbing," Q1, it states "Test and balance by contractor". Architecture Q12 refers to materials testing by the City – please clarify.
RESPONSE: Test and Balance is not Material Testing.
23. Addendum No 1, pg. 9, "Electrical/Communications," Q7, it states Addendum 2 drawings. When will these be issued?
RESPONSE: Revised drawings included In Addendum 2.
24. The plumbing Spec calls for several testing's, is all testing the responsibility of the contractor?
RESPONSE: YES
25. Is the stone veneer at the reception desk and foyer area the same selection as the exterior stone veneer? Is it part of the base bid or the alternate?
RESPONSE: The reception stone has been revised to be Plastic Laminate over plywood. The stone wall in Reception is to be STP-2
26. Sheet A6.201 Elevation 04 shows the area above the stage opening as acoustic panels. Sheet A7.401 section 04 shows the finish as drywall. Which is correct?
RESPONSE: The Elevation is correct.
27. Are the appliances by the General Contractor? (Breakroom refrigerator for example?)
RESPONSE: Food Service equipment by GC, breakroom refrigerator is owner furnished contractor installed.
28. Sheet A3.101 note #2 indicates that exterior handrails are to be stainless steel? Is this correct?
RESPONSE: Yes



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29. Interior Partitions exceeding 12' in height require reinforcement?
RESPONSE: Partitions exceeding the threshold for 20 gauge 3-5/8" metal stud framing have been resized to 6" studs. Framing at interior partitions exceeding 20' in height will be 6" ProStud 30MIL @ 16"oc or equal.

FOOD SERVICE

1. Item 17: (2) are called for in specifications. (3) are indicated on print. Please confirm quantity.
RESPONSE: Please provide (3) Disposers.
2. Item 25: (1) is indicated on print and schedule. There is not a written specification. Please provide specification if we're to provide and install.
RESPONSE: ITEM NO. 25 – FLOOR TROUGH: Qty (1) IMC Teddy floor trough, 14-gauge type 304 s/s with integral coves and pitched 1/4" per foot to a 6 1/2" OD waste outlet with perforated waste basket and a 4" OD tailpiece. Anchor straps are welded to the sides to secure trough to floor. Joints are TIG welded and leak-proof. Exposed surfaces are brush satin. Provide with removable "Gator Grate" fiberglass subway style grate. Size: 18x48 Approved Alternate Mfgr: Custom Fabricated
3. Item 26: (1) is indicated on schedule not indicated on drawing FS100. There is not a written specification. Please provide specification if we're to provide and install.
RESPONSE: ITEM NO. 26 – POT FILLER FAUCET Qty (1) T&S model B-0290 wall mounted pot filler faucet. Approved Alternate Mfgr: Chicago Faucet, Fisher Faucet
4. Item 27: (1) is indicated on schedule not indicated on drawing FS100. There is not a written specification. Please provide specification if we're to provide and install.
RESPONSE: Item #27 listed on the equipment schedule is an error and will be deleted. Item #27 is a spare number
5. Item #18 is tagged on the drawings but is listed as a spare number. Is this correct?
RESPONSE: #18 is a spare number. The tag on the plan view has been deleted.
6. Do we need soap and paper towel dispensers at hand sinks or are they owner provided?
RESPONSE: Yes, provide models similar to accessories on toilet schedule.
7. Is the furniture, counters, and tables, etc. shown on this plan all by owner?
RESPONSE: Yes
8. LXIH Dishwasher specified does not appear to be an under counter model. Please clarify.
RESPONSE: Revise to similar performance model in UnderCounter Version.
9. Item 24 coffee Brewer is setting on top of what appears to be a counter of some type? Is this correct? If so what type of counter?
RESPONSE: Stainless Steel counter.



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MECHANICAL

1. Can we request that ABI (Delta Controls) be used as an approved equal for the HVAC controls on this project?
RESPONSE: Yes.
2. Please clarify, including M2.102 (CaptiveAire controls) when the other documentation references Trane manual page 771 and drawing M3.102).
RESPONSE: The hood control shall remain with the same manufacture as the hood.

ELECTRICAL/COMMUNICATIONS

1. Is any lightning protection required for the project?
RESPONSE: See added Lightning protection sheets.
2. Raceway specs (26 05 33 3.1 A 3) call for schedule 80 PVC for direct buried underground conduit. Is this correct?
RESPONSE: Yes, Schedule 80 PVC shall only be used underground.
3. Please provide detail for pole bases.
RESPONSE: Pole base detail shall be provided from lighting and pole manufacturer to comply with Florida wind load criteria. This note is shown on E-5.001
4. Please provide detail for 36"X36" telecom pull boxes.
RESPONSE: Detailed description is added to notes on sheet E0.003 and T0.001. See attached sheet.
5. Pull box detail on E5.001 shows counterpoise conductors, but there is no spec for counterpoise in the grounding spec section. Please provide.
RESPONSE: See added lightning protection sheets for specification and details.
6. Please provide a specification (size, make and model) for all Video Displays associated with the project.
RESPONSE: All displays are owner provided.
7. Please clarify ceiling speaker zoning, i.e.; Great Hall, Games, Activity rooms.
RESPONSE: Zones should be able to act independently or switched to be combined.
8. In Conference room 107, Polycom RP500 is shown as future. Is it to be included in this proposal, owner furnished or not part of this bid package?
RESPONSE: Owner Furnished.
9. Is AV vendor to supply Floor boxes, back boxes?
RESPONSE: Yes
10. Is AV vendor to supply Cue Server Lighting control system?
RESPONSE: Yes
11. Is equipment located in IT rack, i.e. Ethernet Patch Bay, Cisco Switches, as shown on Drawing T 3.001 to be supplied by AV contractor?
RESPONSE: Yes



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12. Is VISCA Patch bay by AV contractor? Please specify patch bay required if so, i.e. connector type and size?
RESPONSE: No.
13. To clarify the system requirements by the General Contractor: (Is this correct?)
 a. Fire alarm –General Contractor
 b. Data and Phone – Conduit, boxes, cable tray and pull string only
 c. CCTV - By General Contractor
 d. Sound System – By General Contractor
 e. Access control and security – By Owner
 f. Clock system – By General Contractor
RESPONSE: Fire alarm, data and phone & sound system designs are to be provided complete with cable and terminations. Access, Security and clock system shall be provided by owner and are not in the contract.
14. Exterior Camlock Connectors for Roll-up Generator – Please reference E5.001, electrical one-line diagram. Please provide specification for the exterior camlock connectors for roll-up generator.
RESPONSE: Contractor to provide generator cam lock connectors for engineer approval, provide 3phase, 600V, 800A connectors rated for outdoor.
15. American Time Clocks are spec'd for this project but we are having difficulty finding them on the plans. If you could assist us in getting a clock count or direct us to where we can find them so we may bid on this project by the bid date which is 10/20 I would appreciate it.
RESPONSE: Time clock is added to sheet E1.001 next to relay control panel in the electrical room.
16. There is no Projection screen shown on facility plans please clarify if projection screens are part of A/V scope and specify size, make and model required.
RESPONSE: Refer to specification section 11 52 00.

Specification Attachments:

N/A

Drawing Attachments:

C – 5 - Site Plan
 C – 6 - Paving, Grading, and Drainage Plan
 E0.003 – Electrical Site Plan
 E1.001 – Electrical Power Plan
 E4.001 – Electrical Schedules
 E5.001 – Electrical Details & One Line Diagram
 L1.001 – Lightning Protection Plan
 L2.001 – Lightning Protection Details
 M1.101 – Mechanical Floor Plan
 P1.001 – Plumbing General Notes
 T0.001 – Technology General Information



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End of Addendum 02

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Mulligan Constructors, Inc.

NAME OF BUSINESS

BY:  10/20/16

SIGNATURE/DATE

Jason Mulligan, President

NAME & TITLE, TYPED OR PRINTED

1027 W. Lancaster Road

MAILING ADDRESS

Orlando, Florida 32809

CITY, STATE, ZIP CODE

(407) 654-6523

AREA CODE AND TELEPHONE NUMBER

RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT



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**ADDENDUM #3 TO BID # 17002
CONSTRUCTION OF A COMMUNITY CENTER
October 17, 2016**

CTH+A Project No. 1508.01

This addendum modifies the requirements of the Bid Document Package.

The following items take precedence over referenced portions of the Contract Documents for the above named Project and shall become a part thereof.

Where any item called for in the Contract Documents is supplemented hereby, the original requirements shall remain in effect. All supplemental items and conditions shall be considered as added thereto.

Where any original items or condition is amended, voided or superseded hereby, the provisions of such items or conditions not so specifically amended, voided or superseded shall remain in effect.

SPECIFICATIONS:

Insert the following revisions on the following Specifications:

SECTION NO.	ITEM	DESCRIPTIONS
26 41 13	Lightning Protection for Structures	Revised: Spec section updated.

DRAWINGS:

Insert the following revisions on the following sheets:

DRAWING	ITEM	DESCRIPTIONS
T0.001	Technical General Information	REVISE: Existing Pullbox now located.



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BIDDER QUESTIONS:

CIVIL

1. Are there any trees that are to remain and if so do they require tree barricading?
RESPONSE: No trees are within the project limit (limit of silt fence).
2. There are details for valley curbs and D-curbs however these curbs are not called out and labeled in the plan views. Could you please have the architect/engineer locate these items.
RESPONSE: Type D-curb is to be constructed around interior landscape islands. Valley curb is to be constructed at each entrance driveway. Please provide a bid alternate, the addition of Type D-curb around the perimeter of the parking areas.
3. The proposed heavy duty Asphalt detail has an 8" limestone base. We would like to propose using crushed concrete in lieu of the limestone. Would this be acceptable?
RESPONSE: Crushed concrete is acceptable.
4. Confirm that the drainage pipe between structures D-8, D-5, D-6 and D-7 has been changed to "160 lf. – 18" RCP" as outlined by Addendum #1, even though Sheet C-6 shows "161 lf. – 15" HDPE".
RESPONSE: The pipe size is to be 161 lf. - 15" HDPE.
5. Verify that the concrete sidewalk area within the service yard and the approach is to be 4" regular duty as shown on Sheet C-5, C-6 and C-7, although these areas may be subject to motor vehicle crossing.
RESPONSE: The concrete is 4" regular duty.
6. Confirm that the existing silt fence as installed is adequate and is in good condition, since it has been installed for an unknown length of time. Alternatively, should the bid include removing and replacing the silt fence around the entire perimeter of the site.
RESPONSE: The silt fence is currently in place, but it will be the Contractor's responsibility to maintain the silt fence for the duration of the project.
7. Provide a location for the hot applied asphalt dampproofing as outlined by Section 071113, since it is not shown on the drawings.
RESPONSE: This is not required for any site related asphalt application.
8. Confirm that the paving sections and specifications on Sheet C-8 take precedence over the Geo-Technical Evaluation and Sections 312000, 321216, and 321313, since they are in direct conflict. If any part of the noted specification sections applies to this project, provide revised drawing details closely coordinated so errors are avoided.
RESPONSE: Utilize the paving sections depicted on Sheet C-8.
9. Addendum #2 states that the City will pay for concrete and pavement testing, but does not mention any other testing. Confirm that the City will pay for testing related to earthwork, soils, structural steel, and specifically the testing described on Sheet C-3.
RESPONSE: "Refer to Addendum 2 response."
10. Confirm that a "drainage course" for the concrete slab on grade is not required as implied in Section 312000, Paragraphs 1.2, 1.4, and 3.9 since this is not shown on the drawings. Also confirm that geotextiles, geofoam, and subsurface drainage are not required since none is shown on the drawings.



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RESPONSE: "Confirmed, no drainage course is required. Nor is geotextiles or geof foam. Refer to soil report for any subsurface drainage if required"

11. Confirm that paving geotextiles, asphalt curbs, asphalt traffic calming devices, and surface treatments are not required as implied in Section 321218, Paragraphs 2.3, 3.6, 3.10, 3.11 and 3.13.

RESPONSE: Confirmed

12. Confirm that Section 321313, Paragraphs 2.3, 2.4(D)(G), 2.7(B)(E)(F)(G), 3.8, and 3.9 are not applicable to this project as related to concrete paving.

RESPONSE: Confirmed

13. Addendum #2 reissued Sheet C-5 to include Note 1 stating that Type-D curb will be installed at all perimeter paving locations. Confirm the limits of curbing to be included in the bid since the drawings show Type-D curbing at the interior landscape islands only, and not around the perimeter of the parking areas.

RESPONSE: Curbing is required around the interior landscape islands as part of the base bid.

STRUCTURAL

1. Clarify the under slab vapor barrier, since Foundation Plan Note #1 on Sheet S1.10 specifies "10 mil", whereas Section 072616 shows "15 mil".

RESPONSE: 10 Mil, Section 072616 will be revised to 10mil.

2. Confirm that "all reinforcing shall be domestically produced" as outlined by Note C5 on Sheet S0.101".

RESPONSE: Confirmed

3. Confirm that "all steel shall be produced domestically" as outlined by Structural Steel Note SS3 on the Sheet S0.102".

RESPONSE: Confirmed

ARCHITECTURE

1. Confirm that the City will pay for all required permits, including but not limited to the ground sign, dumpster enclosure, driveways, landscaping, irrigation, etc.

RESPONSE: Confirmed.

2. Confirm that the City will pay all utility service provider related charges and/or fees including but not limited to electrical power, gas, voice/data/cable, water meters, etc.

RESPONSE: Confirmed.

3. The Section 3 Business Registry lists only one company and it is not related to commercial construction. Please provide a list of additional Section 3 businesses (if available) and assistance in promoting more participation, since there is a shortage of registered firms.

RESPONSE: not available.

4. Confirm that all submittal information related to LEED is not required, since this is not a LEED project.



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RESPONSE: Product data is required as part of submittals.

5. Provide a description of the work covered by the classification "carpenter" in the Wage Decision #FL160041 dated 01/08/2016, since there are a number of categories of work that may be covered by "carpenter". Alternatively provide wage rates and fringes for drywall, stucco, acoustical ceilings, soft/resilient flooring, food service equipment, and aluminum curtain walls, storefronts and glass.
RESPONSE:
6. Verify that employee identification tags as outlined in Section 011000, Paragraph 1.06(E) will not be required.
RESPONSE: Confirmed.
7. Verify that compliance with the Jessica Lunsford Act as outlined in Section 013100, Paragraph 1.04(B) will not be required.
RESPONSE: Confirmed.
8. Confirm that the contractor will be allowed to utilize other computer scheduling software instead of being restricted to only "Oracle Primavera P6 Project Management Version 7.0" as outlined by Section 013200, Paragraph 2.01(G).
RESPONSE: Confirmed.
9. Confirm that the "photographer" referred to in Section 013200, Paragraph 3.02 can be the project superintendent, instead of a hired professional photographer.
RESPONSE: Confirmed.
10. Confirm that the perimeter of the entire site is to be fenced with a standard temporary chain link assembly without top rails or privacy screening. Note that Section 015000, Paragraph 2.01(A) is a specification for a non-standard temporary fence with a top rail and dust control/privacy screen/fabric.
RESPONSE: Confirmed.
11. Verify that an outside hired qualified facilitator and/or instructors will not be required as implied by Section 017900, Paragraph 3.02, provided the sub trades have experienced employees that can train the City's staff in the proper operation of the different systems and equipment. Also, confirm that videotaped training as outlined in Paragraph 3.02(D) is not required.
RESPONSE: Confirmed.
12. Confirm that the phrase "full range of colors, ...", per Section 016000, Paragraph 2.01(B)9(b) includes premium items, since this requirement can be very costly and may affect the schedule due to availability.
RESPONSE: Full range of standard colors.
13. Provide details including size, dimensions, etc. for the City seal that is to be installed at Reception 101, per Addendum #1.
RESPONSE: 1 / 4" brushed aluminum plate x 36" Dia. Mounted with stainless steel 1" pins to wall surface.
14. Confirm that black corner guards per Key Note #38 on Sheet A6.201 as shown in East elevation 01 are not required, since they are not specified per Addendum #1.
RESPONSE: Corner guards are required in these locations. Color TBD.



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15. Confirm that the dumpster enclosure is to have a chain link gate with vinyl inserts per 2/A0.002, instead of a fixed aluminum louver style gate as implied per Addendum #1.
RESPONSE: Gate as revised per Addendum #1.
16. Provide a specification including approved manufacturers, size, and mounting details for "FEK" at Room #141 as shown on Sheet G1.101.
RESPONSE: Revise to FEC. Fire Extinguisher Cabinet.
17. Confirm that the aluminum storefront per Section 084100 is to be "Class I Dark Bronze Anodic" to match the aluminum curtain walls as specified in Section 084410.
RESPONSE: Confirmed.
18. Clarify the floor finish in Rooms #103, #109, #110, #113, #120, #127, #133, #134, #140 and #148, since the Room Finish Schedule on Sheet A4.104 does not match the Finish Plan on Sheet A6.102. Also, specify a finish for Ramp #1 and Stairs #2 and #3 at Stage #129.
RESPONSE: Refer to Finish Plan for correct finish in these areas. Notes D & E indicate CP-5 at all interior ramps and stairs.
19. Clarify the base material for Room #114 and #115, since the Finish Schedule on Sheet A4.104 shows vinyl base in one area and wood in the other. Also, verify the vinyl base height, since Section 096500 specifies 4", whereas the interior elevations show 6".
RESPONSE: 4" Vinyl Base.
20. Provide a specification including an approved manufacturer, model number, colors, etc. if the interior stairs are to receive special tread and riser covering.
RESPONSE: Standard resilient rubber tread and riser assembly by Roppe, or equal.
21. Clarify the ceiling finish in Rooms #118, #133, #134 and #138, since the Room Finish Schedule on Sheet A4.104 does not match the Reflective Ceiling Plan on Sheet A1.201.
RESPONSE: Refer to the Reflected Ceiling Plan for correct ceiling finishes.
22. Provide a specification and height for the TTB – telephone tack board in Rooms #131 and #132 as shown in the Room Finish Schedule on Sheet A4.104.
RESPONSE: Refer to T1.001 Keynote 1.
23. Clarify the extent of the wall tile added per Addendum #1 in Rooms #149 and #150, since Sheet A5.101 implies tile only on one wall, whereas the Room Finish Schedule on Sheet A4.104 shows "PT" on all four walls. Also, clarify the south wall finish at Room #120, since the Room Finish Schedule on Sheet A4.104 shows "PT".
RESPONSE: PT full height on all walls in room #149 & #150. The south wall in room #120 is painted gypsum board.
24. Provide a section detail/profile for the wood base as shown in the Room Finish Schedule on Sheet A4.104.
RESPONSE: Walker Brothers Millwork Profile WBM 219.
25. Provide details/design for the low wall cap at Ramp #1 and Stair #3 at Stage #129.
RESPONSE: See attached sketch.
26. Provide complete design, including dimensions, attachment details, etc. for the aluminum sun shades, since 14/A7.102 is incomplete and not legible.



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RESPONSE: See attached sketch. Refer to specification 10 10 00 Misc. Specialties.

27. Provide design details for cabinetry and/or countertops if required at Room #123 and the north wall between Room #103 and #106.
RESPONSE: None required.
28. Confirm that pre-manufactured safety rails are required at each roof hatch. Also confirm that steel ladders are required in each room where the roof hatches are located.
RESPONSE: Confirmed.
29. Provide a specification, along with installation details for the interior stone veneer, per Keynote #35 on Sheet A6.201 shown by Elevations 5 and 6 on this same sheet. Should the stone veneer at these locations be included as part of add Alternate #1?
RESPONSE: Realstone STP-2. Base Bid.
30. Clarify the drywall finish requirements, since Section 092600 includes both level 4 and level 5 dependent on severe lighting and the selected paint finish. Since severe lighting can be subjective and the paint finish has not been finalized, should the base bid include level 4 throughout?
RESPONSE: Level 4 throughout.
31. Provide model numbers for the toilet room accessories, since they are not included in Section 102800 or shown on Sheet A5.101.
RESPONSE: Reference Schedule Below:

Item	A&J	ASI	Bobrick	Bradley	GAMCO
36" Grab Bar	UG120X36	3401Px36	B-490.99x36	837 001-36	125E-Tx36
42" Grab Bar	UG120X42	3401Px42	B-490.99x42	837 001-42	125E-Tx42
Paper Towel Disposal	U626	94623	B-369	2291	TW-3
Electric Hand Dryer	<u>Dyson Airblade V AB12 Sprayed Nickel Hand Dryer</u>				
Paper Towel Dispenser	U180	0210	B-262	250-15	TD-2
Soap Dispenser	U124	0342	B-2112	6542	G-58AP
Lighted Mirrors	Reference Addendum 1				
Mirror 18" x 30"	U711	0620	B-1658	781 series	C-Series
Toilet Tissue Holder	U806-NC	0264-1A	B-2740	5241-50	814-NRC
Sanitary Napkin Disposal	U582	0473-A	B-254	4722-15	ND-5
Robe Hook	Ux110	7340-S	B-76717	9119	5154
Mop Holder	UJ13B	8215-4	B-223x36	9954	MS-2
Diaper Changing Station	U945H	9012	Horizontal KB-200	961	NA
	ASI	Koala	Synergy	Columbia	
Diaper Changing Station	9012	Horizontal KB-200	110 H	BS-113-400	NA



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32. Provide a roof plan showing the layout and quantity of walk pads if required, since they are not shown on Sheet A2.101 or Sheet M1.102.
RESPONSE: Walk Pads along Col line C full length from roof hatch to Col Line 2.
33. Provide a definition for CL, LK, LV and PP as shown in the comments column of the Door Schedule on Sheet A4.101, since they are not defined in the Comments Key. Also, clarify the width for movable partitions #115P, #128P1, #128P2 and #135P, since the Door Schedule shows 3"0. **RESPONSE: These abbreviations refer to specific elements in the hardware set. Please refer to the hardware set number for specification.**
34. Provide a specification including an approved manufacturer for the 24" and 18" aluminum letters at the ground sign as shown on Sheet A0.002. Note that a portion of the back side of the 24" letters will be exposed and may be difficult to attach.
RESPONSE: See Signage Specification, Provide Alum backsheet at exposed letter backs.
35. Confirm that there is no Departmental/Exterior Signage as outlined in Section 101400, Paragraph 2.04, since none are shown on the drawings.
RESPONSE: Confirmed, exterior room signs only at Rooms 118 and 132.
36. Confirm that the capacity signs and evacuation signs shall be installed per the Occupancy Schedule on Sheet G1.100, since Section 101400 shows specific capacity/occupancy numbers.
RESPONSE: Confirmed.
37. Confirm there is no building address numbers or exterior signage other than the ground sign shown on Sheet A0.002.
RESPONSE: Provide 8" high aluminum Exterior Building Numbers – Qty. (4).
38. Provide a specification for the type of glass to be installed at Frames F5 and F6 and Doors #127A, #127B, #127C and #127D, since it is not shown on Sheet A4.101.
RESPONSE: Type A, Insulated Glazing Tinted.
39. Provide a location for the fabric reinforced waterproofing as outlined by Section 071353, since it is not shown on the drawings.
RESPONSE: Not required.
40. Confirm that the insulation as specified in Paragraphs 2.01(C) 1 and 2 in Section 072100 is not applicable to this project.
RESPONSE: Confirmed.
41. Confirm that it is the contractor's option as to the roof membrane to be installed, since Section 075400, Paragraph 2.2 specifies three different products.
RESPONSE: Confirmed. All 3 are approved systems.
42. Verify that sealant is to be applied in the saw cut control joints where only hard tile is to be installed.
RESPONSE: Confirmed.
43. Verify that sealant is not required at the expansion joints where the slab on grade abuts the vertical tilt wall panels, since it is not shown in the architectural or structural details.
RESPONSE: Pre Formed filler only.



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44. Confirm that "all material shall be new of US Manufacturer ..." as outlined by General Note #7 on Sheet M0.001.
RESPONSE: Confirmed.
45. Confirm that "all fixtures will have non-standard colors" as outlined by the note at the top of the Plumbing Fixture and Equipment Schedule on Sheet P1.001.
RESPONSE: Revise to standard colors.
46. Provide a specification including manufacturer and design pattern for the concrete form liner per Keynote #10 on Sheet A2.201 as shown in elevations 1, 3 and 4 on this same sheet.
RESPONSE: Refer to Tilt Wall specification.
47. Provide a specification including an approved manufacturer, model number, size, etc. for air devices "F" and "H" shown on Sheet M1.101, since they are not shown in the Air Distribution Schedule on Sheet M0.001.
RESPONSE: "H" is a linear return grille. Air device "F" shall be an 8x8 ceiling mount. Basis of design MetalLaire Model H4002.
48. Clarify the scope of work related to the kitchen hood (KH-1), EF-2 (also referred to as KEF-1) and MAU-1, since Sheets M2.102 and FS104 are "FOR INFORMATION ONLY" and Sheet M3.102 does not include the equipment on any of the schedules. Is the kitchen hood, as well as all related ductwork, fan, and make up air unit to be furnished and installed by the HVAC contractor or the kitchen equipment contractor or NIC?
RESPONSE: Revise Mechanical sheets to remove "for information only" note. Hood and all related equipment and devices are to be provided by Mechanical Subcontractor.
49. Confirm that unless specifically shown on the drawings all of the various metal fabrications specified in Section 055000 are not applicable to this project. Alternatively, provide a location and/or quantity for each item to be included, since they are not shown on the drawings.
RESPONSE: Items required if indicated on drawings or required for installation of any project scope items.
50. Due to Hurricane Matthew and its effects on the subcontractors in the vicinity of Deltona, Daytona and Canaveral, will the city consider extending the bid date?
RESPONSE: No.
51. Clarify the scope of work related to add Alternate #1, since the complete specification section 042600 is identified as "add Alternate #1". Is it correct that all adhered simulated stone veneer is to be included as Alternate #1 and no stone veneer is to be included in the base bid?
RESPONSE: Alternate 1 is only for the areas at the main building walls indicated as such. Stone veneer at entry canopy columns porch low wall and site wall are base bid.
52. Please advise on the desired wood veneer species for the wood ceiling panels, 5406 W1 & 5406 W2, Spec section 095113/3.05/B4a.
RESPONSE: Light cherry veneer and finish
53. Storage pockets are designed in narrow widths such that narrower than typical panels would be required, resulting in additional panels and additional cost. Most typically, unless specific obstructions preclude, the pocket size is refined by the partition manufacturer for best and most economical design. Do we have flexibility with pocket sizes or are we limited to pocket sizes as designed? 2. Spec refers to "eclipse" Series in Room Nos. 112 & 117. This is a style offered exclusively by Scranton. Will conventional style compartments be considered for those rooms?



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RESPONSE: *There is flexibility in pocket dimension.*

54. **Tempered Glass Mirror with Wood Frame** – Plan A5.101, keynote R5, Tempered Glass Mirror with Wood Frame. No model can be found for the specified manufacturers in Specification 10 28 00-2. Please Provide Model.

RESPONSE: *Mirror not in contract.*

FOOD SERVICE

1. On Sheet FS100, the equipment schedule shows Item #18 as a "SPARE NUMBER", however, the plan view on same sheet shows "18" pointing at a pass-through window. Please clarify.
RESPONSE: *#18 is a spare number. The tag on the plan view is an error and will be removed.*
2. Sheet FS100-103, ITEM #25, "FLOOR TROUGH, 18x48"; there is no ITEM NO.25 in specification 11 40 00 – please provide requirements or additional reference remarks.
RESPONSE: *See addendum #2 for spec information*
3. Sheet FS100-103, ITEMS #26 and #27, these are not in the specification (11 40 00) nor keyed on the drawings. Please identify where these items go and what their requirements are.
RESPONSE: *Item #27 listed on the equipment schedule is an error and will be deleted. Item #27 is a spare number. See addendum #2 for spec information on item #26.*

MEP

1. Question on Sheet M1.101, There is an "H" designation which looks like a return grill, however this isn't in the schedule anywhere?
RESPONSE: *This is a linear return, the "M" designation will be change to "H" in the schedule to coordinate with the floor plans.*
2. On sheet FP 1.001, under Fire Protection General Notes, Note #9 refers to a Construction Manager as well as Coordination Drawings. During the Pre-Bid, the Architect firm was noted as the CEI, are they also the Construction Manager? Will they be providing the above ceiling coordination drawings referred to in this note?
RESPONSE: *Revise Construction Manager to General Contractor.*
3. 18. Clarify Section 264113 – Lightning Protection issued under Addendum #1, since Paragraph 2.1(E) and 3.1(G) states "existing".
RESPONSE: *They are not existing. See attached updated spec.*

Specification Attachments:

Div 0 Sample City of Deltona Agreement
26 41 13 Lightning Protection for Structures

Drawing Attachments:

T0.001 Technical General Information
Sketch 1 - Proscenium Wall Section
Sketch 2 - Aluminum Trellis Section



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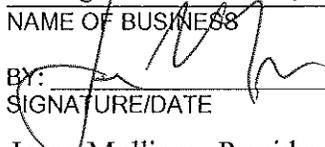
End of Addendum 03

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Mulligan Constructors, Inc.

NAME OF BUSINESS

BY:  SIGNATURE/DATE

10/20/16

Jason Mulligan, President

NAME & TITLE, TYPED OR PRINTED

1027 W. Lancaster Road

MAILING ADDRESS

Orlando, Florida 32809

CITY, STATE, ZIP CODE

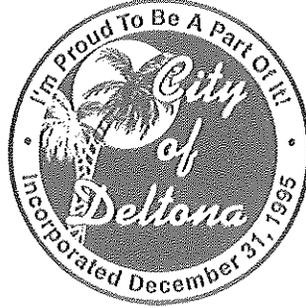
(407) 654-6523

AREA CODE AND TELEPHONE NUMBER

RETURN SIGNED ADDENDUM WITH YOUR BID
ACKNOWLEDGING RECEIPT OF IT



C.T. HSU + ASSOCIATES, P.A.



**ADDENDUM #4 TO BID # 17002
CONSTRUCTION OF A COMMUNITY CENTER
October 18, 2015**

Provide a description of the work covered by the classification "carpenter" in the Wage Decision #FL160041 dated 01/08/2016, since there are a number of categories of work that may be covered by "carpenter". Alternatively provide wage rates and fringes for drywall, stucco, acoustical ceilings, soft/resilient flooring, food service equipment, and aluminum curtain walls, storefronts and glass.

RESPONSE:

The City has been asked to provide wage rates and fringe benefits for drywall, stucco, acoustical ceilings, etc. This information is absent from the Department of Labor Wage Determination we have provided in the bid documents. The Department of Labor surveys and collects data from contractors in Volusia County and sets the prevailing wages for various job classifications. The completeness and accuracy of this information is dependent on the voluntary responses from contractors; if the data is insufficient to issue rates for a particular classification of worker, that information is not provided on the wage determination.

The DOL has a conformance procedure to establish an enforceable wage and benefit rate for missing classifications. Once the contractor has been awarded the project, the contractor must initiate a request for approval of an additional classification, along with the proposed wage and benefit rate for the classification. The Community Development Department will assist the contractor with this process.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Mulligan Constructors, Inc. NAME OF BUSINESS

BY: [Signature] 10/20/16 SIGNATURE/DATE

Jason Mulligan, President NAME & TITLE, TYPED OR PRINTED

1027 W. Lancaster Road MAILING ADDRESS

Orlando, Florida 32809 CITY, STATE, ZIP CODE

(407) 654-6523 AREA CODE AND TELEPHONE NUMBER

RETURN SIGNED ADDENDUM WITH YOUR BID ACKNOWLEDGING RECEIPT OF IT

RICK SCOTT, GOVERNOR

UC IAVUT NENE

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1510462	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2018

MULLIGAN, JASON EDWARD
MULLIGAN CONSTRUCTORS, INC
1027 W LANCASTER ROAD
ORLANDO FL 32809

ISSUED: 07/06/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607060001079



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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
 *Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/IDDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CGC#020745
Design Builder • General Contractor • Construction Manager

October 24, 2015

Via Email and Overnight Mail

Kate Krauss, CPPO, CPPB, SPSM
Purchasing Manager
City of Deltona
2345 Providence Blvd.
Deltona, FL 32725

Re: Construction of a Community Center
Bid #17002

Ms Krauss,

It is with great regret that I must withdraw from consideration our proposal for the new Community Center project. Over the weekend, I discovered a significant mistake in our calculations which resulted in an erroneously low price

I am extremely embarrassed and apologize for this error

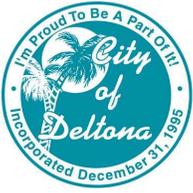
Respectfully,

CONSTRUCTION TECHNOLOGY GROUP, INC.

A handwritten signature in black ink, appearing to read "Charles R. Baldwin", is written over the printed name.

Charles R. Baldwin
President

CRB: klr



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 11/21/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 11 - B

SUBJECT:

Grant Compliance Monitoring for Davis Bacon and FDOT - Chris Bowley, AICP, Planning and Development Services, (386) 878-8602.

Strategic Goal: Fiscal Issues - Other grants as approved by the City Commission.

LOCATION:

City-wide.

BACKGROUND:

The City of Deltona in its Strategic Plan identified the need for grant pursuit, in addition to grants written by staff. In addition to grant writing, a component of grants is compliance monitoring once a grant is issued. The source of grant funds may also have specific rules of compliance, as is the case with formula-based grants such as CDBG or SHIP. The use of a grant compliance firm is needed for Davis Bacon compliance above that which can be provided by City staff and FDOT grant compliance for TPO grants until Local Agency Program (LAP) certification can be achieved by City staff per project.

To meet grant compliance for two major grant sources being utilized by the City (CDBG and FDOT funded grants), a scope (RFQ No. 17007) was submitted for Davis Bacon and FDOT grant compliance through the City Purchasing office. One respondent proposal was received from Guardian Community Resource Management, Inc., who is also one of the grant writers for the City. If approved, use of the firm will be paid through the Planning Department budget and/or grant administration budget.

COST:

N/A

SOURCE OF FUNDS:

Grants and/or General Funds

ORIGINATING DEPARTMENT:

Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends the selection of Guardian Community Resource Management, Inc. for grant compliance monitoring for Davis Bacon and FDOT grants.

AGENDA ITEM: B.

POTENTIAL MOTION:

“I hereby move to select Guardian Community Resource Management, Inc. for grant compliance monitoring for Davis Bacon and FDOT grants.”

**AGREEMENT BETWEEN THE CITY OF DELTONA
AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.
FOR DAVIS BACON AND FDOT GRANT COMPLIANCE MONITORING**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and Guardian Community Resource Management, Inc., duly authorized to conduct business in the State of Florida, whose principal address is 15000 Citrus County Drive, Suite 331, Dade City, Florida 33523 hereinafter called the "Consultant".

WITNESSETH:

WHEREAS, RFP #17007 did seek firms or individuals qualified to provide professional Davis Bacon and FDOT Grant Compliance Monitoring; and

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

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

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

Article 1. Recitals

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

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, City hereby engages Consultant to provide professional Davis Bacon and FDOT Grant Compliance Monitoring per RFP #17007 attached hereto and incorporated herein by reference, and Consultant's Proposal dated October 11, 2016;

2.2 The services, as described in RFP #17007, to be rendered by the Consultant, shall be for a period of five years with the option to renew for an additional five years.

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

2.4 Consultant acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as

those undertaken by the Consultant or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

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

Article 3. Compensation

3.1 The City agrees to compensate Guardian Community Resource Management, Inc. for work performed, completed and accepted by the City's representative for services provided at the hourly rates as indicated in Exhibit A titled Fee Schedule and as defined by an approved work authorization with a work authorization proposal from the Consultant that defines the task, deliverables and hourly estimates with the total costs for the tasks defined in the work authorization. The form to be used is found under Exhibit B. Fees for any additional work needed will be agreed upon prior to any service being completed.

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

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

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

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

Article 4. City Responsibilities

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

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

Article 5. Special Terms and Conditions

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

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

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

5.3 Assignment. This Agreement may not be assigned or transferred in any manner by Consultant without prior written authorization from the City.

5.4 Insurance and Bond. Consultant shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Consultant shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, with the following minimum limits and coverage limits fully available during the entire contract period:

(A) Professional liability (medical malpractice, engineers, architect, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of the Agreement.

(B) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the minimum limits and coverage of \$1,000,000 per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors, and Products and/or Completed Operations, and a Contractual Liability Endorsement.

(C) Contractor/Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit each accident; \$500,000 bodily injury per person; \$500,000 bodily injury per accident; \$300,000 property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos. The policy shall be endorsed to provide contractual liability coverage.

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

(E) Additional Requirements.

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

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Consultants negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

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

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

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

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

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

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

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

5.7 Ownership of Deliverables.

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

(B) The documents, reports, and similar materials provided or created by Consultant are public records and Consultant shall abide by applicable requirements of Florida law. Consultant shall notify the City within 24 hours of receiving the request to release the information

concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Consultant's release or disclosure of information to the media or to the public.

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

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

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

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

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

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

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

5.15 Public Records. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, the Engineer shall:

(1) 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) 878-8100, jraftery@deltonafl.gov, 2345 Providence Blvd., Deltona, Florida 32725.

a.) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 of the contract if the contractor does not transfer the records to the public agency.

d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion 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 of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(2) REQUEST FOR RECORDS; NONCOMPLIANCE.

a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. [119.10](#).

(3) CIVIL ACTION.

a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

b) A notice complies with subparagraph (a)2; if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

Article 6. General Conditions

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

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

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

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

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

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any

other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

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

Article 7. Severability

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

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

If to Consultant:
Christine Alday, President
Guardian Community Resource Mngt.
15000 Citrus Country Dr., Ste 331
Dade City, FL 33523

If to City:
Chris Bowley, AICP
Planning & Development Svcs. Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

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

Article 8. Scope of Agreement

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

8.2 This Agreement consists of the following:

This Agreement
Notice of Award
RFP Documents
Addendum, if any
Consultant's Proposal
Exhibit A

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

ATTEST:

CONSULTANT:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE RAFTERY
City Clerk

JOHN C. MASIARCZYK, SR.
Mayor

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney

Experience

Loyalty

Service

Honor



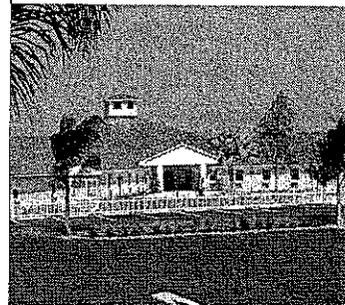
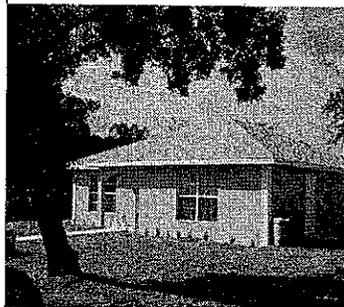
CITY OF DELTONA
RFQ # 17007
DAVIS BACON AND FDOT GRANT
COMPLIANCE MONITORING
DUE OCTOBER 13, 2016

ORIGINAL



TABLE OF CONTENTS

- ✓ SECTION 1 COVER LETTER
- ✓ SECTION 2 COMPANY PROFILE
- ✓ SECTION 3 ADEQUACY/APPROACH TO PROJECT & GLOSSARY
 - Resumes of Staff/Project Manager
 - Organizational Chart
- ✓ SECTION 4 PAST PERFORMANCE
 - Reference Chart
 - Reference Letters
- ✓ SECTION 5 LOCATION OF PRIMARY OFFICE TO DELTONA CITY HALL
- ✓ SECTION 6 RATES
- ✓ SECTION 7 RFQ REQUIRED FORMS



15000 Citrus Country Drive, Suite 331, Dade City, FL 33523
352-437-3902 – Toll Free 1-888-Guard93



October 11, 2016

Attention: Kate Krauss, Purchasing Manager
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32726

RE: Request for Qualifications RFQ#17007, for Davis bacon and FDOT Grant Compliance Monitoring

Dear Ms. Krauss and Selection Committee Members:

We are excited to submit our proposal for consideration in response to your Request for Qualifications (RFQ) for Davis bacon and FDOT Grant Compliance Monitoring. Enclosed please find one (1) original and five (5) copies of the proposal as requested outlining our professional qualifications for your consideration.

Guardian Community Resource Management Inc. (Guardian) is a **full service grant management firm** serving local governments throughout the state of Florida providing research, planning, and grant writing, leveraging opportunities, **grant administration, project delivery services (Davis Bacon, Section 3, URA and others), environmental reviews, agency reporting, financial oversight** and complete **desk top and on-site monitoring** services for numerous federal and state funded grant and loan programs. Similarly, we have completed **Davis Bacon and Related Act compliance for over a thousand federally-funded projects covering many hundreds of contractors and thousands of employees.**

Guardian has over 120 years of combined team experience, and is a leader in grant research, planning, writing/application and **grant administration services** for federal and state initiated programs. We believe our **ongoing and active involvement in** similar communities involving federal and state grant administration, including environmental reviews, and our intimate familiarity with the complexities of HUD, FDEP, EPA, FDEO and other government agency compliance mandates and expectations, (i.e., rules and regulations) makes us the best qualified firm to fulfill your needs. In short, when you're talking about overall grant experience from research to administration/monitoring of state and federal grant funded programs, you will not find a more knowledgeable, dedicated and ethical team than Guardian. As a full service grant management firm, we have successfully

Guardian Community Resource Management, Inc.
15000 Citrus Country Drive, Suite 331 Dade City, FL 33523
Phone (352) 437-3902 Toll Free (888) GUARD93 Fax (863) 583-0357
www.guardiancrm.com



administered over 300 federal/state publicly funded programs, involving \$500,000,000 in projects funded by grants, loans and private layering with the majority involving CDBG, SHIP, NSP and community development.

The Guardian Team encourages you to contact our references and to **speak with Chris Bowley, AICP, Director of Planning and Development Services for the City of Deltona, with who we are in current negotiations with for grant writing services**, and confirm that when you partner with our firm, you get **a team that is responsive, technically knowledgeable and committed to your success**. Information regarding Guardian's experience and other local government contracts related to our grant writing, program administration and management experience are included in our proposal.

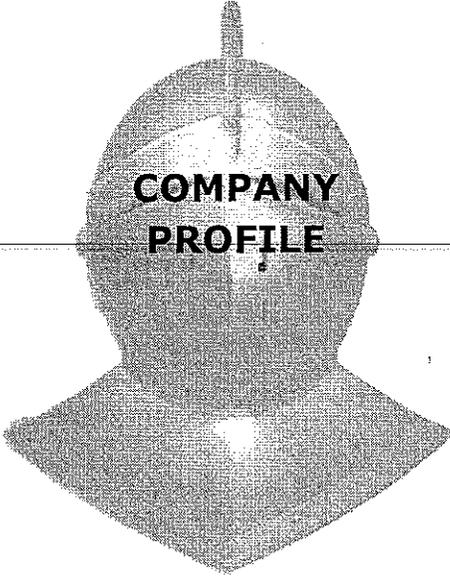
It is our pleasure to offer our services to the City of Deltona team. We are excited to submit our proposal outlining our experience, expertise and professional qualifications which will provide your community with the quality grant monitoring and administration services needed for successfully funded projects.

This proposal is a firm offer of services and is irrevocable for a period not to exceed one hundred and eighty (180) days from the public opening date and time. I am the duly authorized representative to legally bind Guardian in this proposal and I understand and agree to be bound by the terms and conditions of the RFQ and addendums as presented. Please do not hesitate to contact me should you have any questions or require additional information.

We look forward to the opportunity to continue to serve you and your community.

Sincerely,

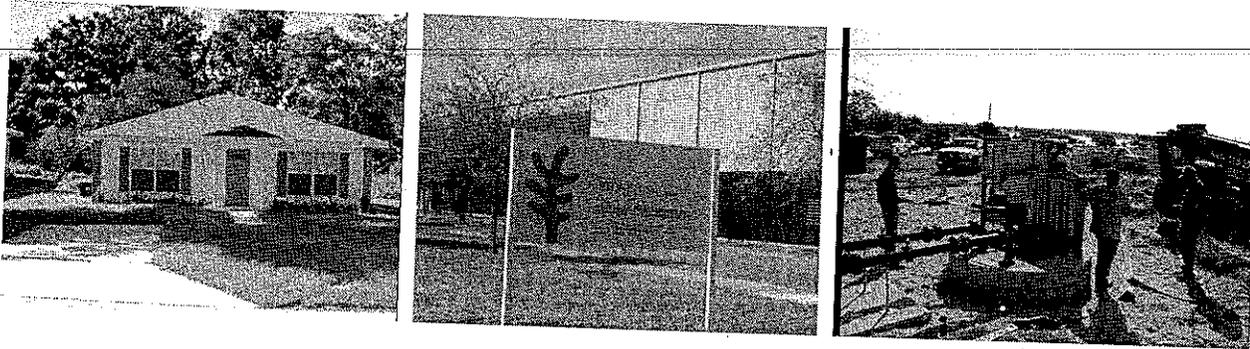

Christine Masek Alday, President & CEO
Christine.Alday@GuardianCRM.com



**COMPANY
PROFILE**



COMPANY PROFILE

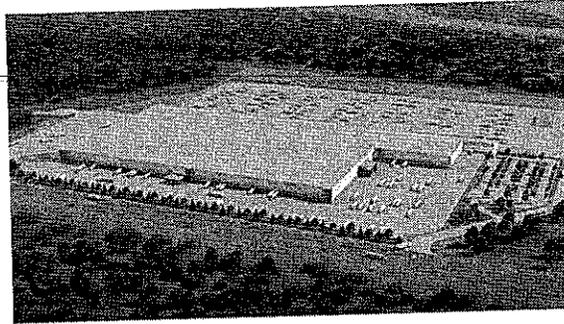


Guardian Community Resource Management Inc. (Guardian) is a **local full service grant management firm** established in 2005 as a for-profit, S Corporation, and is a State of Florida Certified Minority/Women Owned Business. Guardian has successfully administered over **300 federal/state publicly funded programs, resulting in \$500,000,000 in projects** funded by grants, loans, not including additional funding in private investment layering (the mixing, matching, and leveraging of multiple funding sources). A majority of these involved FDEP, CDBG, SHIP, NSP, economic development and community development from a variety of state and federal agencies.

The Guardian firm has grown slowly, strategically and purposefully adding skilled accomplished professionals with skill sets that address the demands of the industry. Currently, the Guardian Team is comprised of ten (10) grant and administration professionals, many of whom come from state and local governments. As is evidenced in the attached resumes our team's experience has touched the public sector in grant writing, **administration and management, monitoring and compliance**, project delivery, planning, monitoring, housing inspections and construction oversight, of numerous successful federal and state grants such as **Community Development Block Grant (CDBG), HOME Investment Partnerships Program, Public Works Grants, State Revolving Funds (SRF), State Housing Initiatives Partnership Program (SHIP) and Neighborhood Stabilization Program (NSP) projects**; and has administered in excess of \$8 million in specific housing grants and the completion of four thousand plus (4,000) multi and single family housing units.

Our Team brings to your organization over **120 years of combined expertise** and hands-on experience working in the areas of grant and loan funded community infrastructure, job creation, development, revitalization and affordable housing. We have the expertise, experience and commitment to provide quality, **customer service driven grant procurement, administration and compliance**. Our professionals have worked with all

major forms of public grant-loan programs, including all appropriate state and federal agencies affecting such funded projects, including **HUD, USDA, EDA, FDEP, FDEO and FEMA**, among others.



All Guardian team members are equipped with the tools to do their job from any location. Each staff member has a laptop equipped with wireless broadband internet access and the full suite of Office products and Adobe. Each staff member also carries encrypted flash drives for client privacy and protection, a cellular phone, limited office supplies, and where needed portable printers. Guardian maintains backup servers to ensure all documentation is maintained in accordance with public record laws and requirements.

Each professional team member assigned to our projects has a post-secondary degree or professional license and years of experience working in the public sector or as a public official, giving them the insight of knowing the level of quality customer service and performance expected from our clients. Each Guardian team member is dedicated to the success of all our clients' projects evidenced by our many renewed contracts and our team's availability outside normal business hours. **The Guardian difference is that we value each of our clients and make every attempt to respond to your calls and requests within 24 hours or less, even on holidays and weekends.**

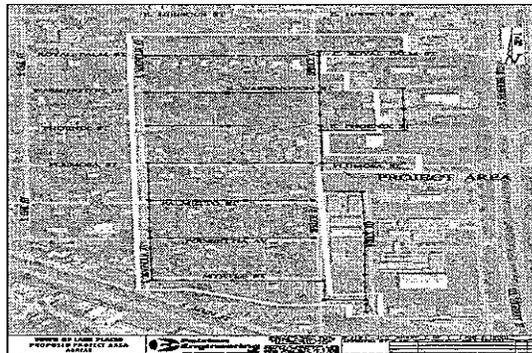
Guardian from its inception **has worked only for local governments** to develop and provide funding opportunities to address the growing needs for development, infrastructure, jobs, and housing in communities, without having to rely on a burgeoning tax base. Our full-service grant management services include, but are not limited to; grant research and writing, developing grant funding strategies/layering, creating fundable applications, conducting public hearings, preparing invoices and approvals for expenditures with **best practice audit and accounting controls, monitoring of projects and project files for funder compliance**, drafting funder required policies and procedures, establishing best practice client and administration files, providing technical support and training to our clients, construction oversight and housing inspections. As you review our Experience Grid, you will see that Guardian has a proven track record in the application, management and administration of Federal and State funded grant and loan funded programs.

As a full-service grant management firm, we make it our business to know; every rule, regulation and requirement to allow your community to maximize funding resources, ensure that your projects are managed in compliance with funder rules and requirements; that timelines and achievable outcomes are set; **that your files and records are audit ready at all times and that your project activities are successful and administered on time and within budget.**

The Guardian Team prides itself with keeping in constant contact with our funding agencies. We make sure that **when it comes to grant compliance our clients are provided the most current and complete information possible.** Guardian is in regular contact with the HUD Program Offices, including the Office of Community Planning and Development (CPD) in Washington D.C. and in their Florida offices, asking the hard questions, explaining our client's programs to ensure that all requirements for their related projects are met. Our team regularly attends funding agency conferences and trainings, reviews HUD circulars, participates in HUD, FDEP, and FDEO Webinars and provides summaries of important changes and opportunities to our clients to ensure that we are providing you with the most current information and guidance. In addition, over the last two years our Team has received recognition from the HUD Program Offices on the completeness and accuracy of the environmental reviews we have prepared.

As an added benefit to our clients, the Guardian team carefully researches HUD and other related funding agencies' documents, requirements, rules, codes, Executive Orders, Legislation and Statutes, and have written draft detailed policies and procedures for several City and County governments' HUD funded programs. These policies and procedures include the source from which the information was researched, the related forms, contact information, and follow-up circulars on agency requirements to ensure that our clients are always in compliance with the most recent funder modifications and guidelines.

As you will also see in our Approach and Work Plan we focus on ensuring that **each project is in compliance with its funding requirements** and has a step by step process established to meet project timelines, reporting deadlines, conduct budget reconciliation and maintain compliance with all Federal and State laws and regulations.



Guardian's research, planning and leveraging services include review of local government Comprehensive and Capital Needs plans, conduct face-to-face interviews with local government staff, officials and the public to assess concerns, priorities, challenges, resources and review what new or continuing resources will be needed to ensure that the project activities are funded appropriately, and to determine what alternative funding resources should be explored that are in the best interest of the local government and its citizens. The Guardian Team will also assess our client's current grant programs to determine opportunities for leveraging as mentioned earlier.

An example of Guardian's research and grant administration services can be reviewed in our ongoing contract with **Collier County**. Guardian has been under contract with Collier County since 2009, for grant administration services including technical support to the County and the Immokalee CRA. Guardian has been providing **technical assistance** on CDBG, HOME and DRI/DREF grant funded programs for the citizens of Collier County for several years. The Guardian team's work in Collier County also includes; the completion of a **detailed funding guide** for each of the five projects identified in the Collier County, Immokalee Redevelopment Area Capital Project Plan, we also were contracted for DREF/DRI program research and development of **Cross-Cutting and DREF/DRI grant funded policies and procedures manuals** in accordance with HUD and state requirements, including all federal, state and local forms; ongoing training and technical assistance on DREF/DRI grant processes, development of NSP Multi-Family Rental Policy & Procedures; and we are currently conducting different levels of **environmental assessments** and environmental reviews for numerous CDBG, HOME and ESG grant funded projects.

The Guardian Team, in addition to providing grant administration services, also provides most of our clients with project delivery services. In **Martin County**, Guardian is **contracted for the overall management and compliance** of the County's SHIP Housing Program including CDBG and other related programs. The Guardian team's project delivery responsibilities include but are not limited to: **intake of applications and qualification of applicants, budget tracking, including review of all expenditures, pay request approvals and all agency reporting, development of scope of work, bids, advertisements/public notices, construction rehabilitation oversight and housing quality inspections, environmental reviews, compliance monitoring, vetting of contractors, attendance, presentation and representation at all public meetings and hearings, direct responsibility for responses to all client/homeowner communications, monitoring and compliance of all programs, and technical assistance**. As part of our ongoing contracted scope of work we also assist with the **monitoring** of Indiantown Non Profit for their single family home rentals.



Guardian's experience and expertise in administering state and federal grants for affordable housing rehabilitation of single family and rental properties also includes the **auditing and monitoring of grant funds and projects**. As part of our contracted scope of work in **Osceola County** we assist in the **monitoring of Catholic Charities for the Saint Anthony Gardens low income apartment rentals; Transition House for the Victory Village low income apartment rentals and Inner Urban for their single family home rentals**. The monitorings that are conducted by the Guardian team are carefully coordinated in conjunction with the County and with HUD officials to ensure that the most current and stringent monitorings are conducted to ensure full compliance.

Our professionals have worked on numerous projects that involved HUD Housing Quality Standards (HQS) inspection services. Our team is very familiar with HUD HQS regulation, the Lead Safe Regulations and the requirements for HQS GoSection8 software, including all procedures and protocols. Our staff has completed thousands of HQS inspections involving Section 8 code and safety requirements for HUD and CDBG, funded projects. Our inspectors are certified through My Safe Florida Home, Florida Green Home Designation, State licensed standard, housing rehabilitation and building certified. Our Project Managers have been directly responsible for providing program management, home inspection and **monitoring services for the rehabilitation and development**, including all HQS inspections, of over 4,000 multi-family and single family housing units, including the direct interaction with thousands of low to moderate income residents.

A key component of most every state and federally funded grant and or loan program is conducting various types of environmental reviews, including related legal notices such as Floodplain Notices and Findings of No Significant Impact (FONSI) notices in compliance with HUD 24 CFR Part 58 and in some instances drafting for local governments appropriate Floodplain Management Policies and Procedures. These environmental reviews may include environmental assessments, categorically excluded projects, exempt and unspecified site reviews. Guardian has since August 2015 been contracted with **Hillsborough County Affordable Housing Services** to complete several environmental reviews for their CDBG, HOME and HESG programs. In addition to these grant program specific reviews, Guardian

has conducted hundreds of environmental reviews including all related notices for almost every state and federal grant program.

Guardian's grant administration work in **Osceola County** and for the **City of Palm Coast** also included the research and writing of an **Analysis of Impediments to Fair Housing Choice in accordance with all the requirements of the HUD Entitlement CDBG program**. Providing our clients with the experience of **assisting local governments in the development of their five-year Consolidated Plan**, including the accompanying Analysis of Impediments (AI), Needs Assessment, Market Analysis, preparation and entry into HUD's eCon Planning Suite and IDIS. Guardian's responsibilities included but not limited to; housing market and community development needs analysis, surveys, public meetings; research into impediments and research at the local, state and federal levels for filed Fair Housing complaints; including developing a demographic profile as well as technical support and addressing analysis concerns and questions from the City and HUD.

Guardian's team of professionals has conducted needs analysis, demographic profiles and planned and developed the required criteria and information for several City and County governments throughout the state of Florida for numerous HUD and FDEO funded grant programs. We know what is required, we have done the research, we have meet with the local residents and involved local governments and their citizens, and we have developed the plans to carry these local governments forward for years of housing economic and community developrnt needs.

Throughout our years of experience **we have witnessed local governments struggle with growth, ailing infrastructure, lagging wages, increasing fuel cost, more complicated regulations, and decreasing grant funds, making creating and managing strategic grants plans, or "leveraging," even more critical** to our clients' development goals. It is the key to matching precious few resources with your most important economic and community development needs.

Guardian professionals have a proven track record for identifying grants and enhancing those grant opportunities with alternative leveraging to present the most beneficial outcomes for our communities. **Creative thinking is critical to a professional grant writer and program manager**. The **key to most successful infrastructure and or development solutions of the future is creative leveraging, or the linking of different sources of grants and public, discount (rate and/or term) financing**. Additionally, we have worked with numerous private companies, large and small, to develop matching funds towards successful public-private funded projects.

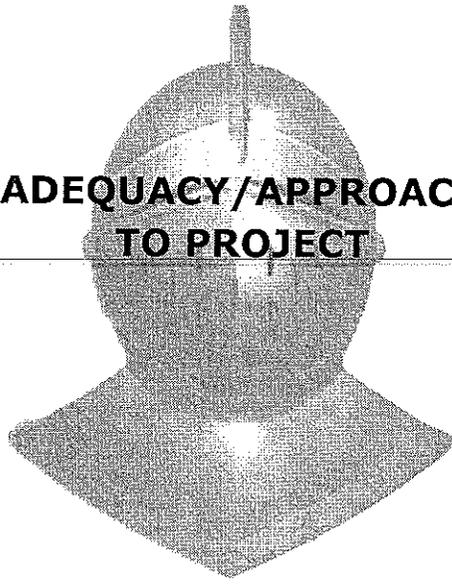


Spring Lake Improvement District
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We encourage you to review our Experience Chart and look at our references. From research, application to implementation and grant administration and monitoring of state and federally funded programs, to providing environmental reviews/assessments, floodplain notices, policies/procedures and FONSI notices to housing quality inspections, reporting and auditing services. Guardian is your one-stop shop for all your grant administration and project delivery needs. Our clients always "drive the bus" deciding the roles and responsibilities assigned to Guardian versus those maintained in-house. Clients are always the decision makers. Guardian's role and responsibility is to provide our clients with an extension of staff that have greater and varied expertise at a much lower cost than hiring more full time professionals. We always respect the public eye, and client responsibilities to elected officials and citizens. **We are always there to help you, keep you compliant and make you look good. The checks come as natural course of good service.**

**ADEQUACY/APPROACH
TO PROJECT**





APPROACH TO DAVIS BACON & FDOT GRANT COMPLIANCE MONITORING

Guardian's approach to Davis Bacon and FDOT grant compliance monitoring includes, but is not limited to, following various components necessary to monitor federal and state funded grants to ensure that all federally funded projects and activities are compliant with the Davis Bacon Act and all related acts.

1. Monitoring of three Key Requirements Under The Federal Labor standards

- 1) Payment of not less than prevailing (Davis-Bacon) wage rates to all laborers and mechanics employed by contractors and subcontractors.
- 2) Compensation for overtime hours (hours worked over 40 in a work week at the site of the covered work) at no less than 1½ the regular basic rate of pay;
- 3) The certification and submission of weekly payroll reports for each week work is performed at the site of the covered work.

2. Monitoring During Construction

- 1) During project construction, Guardian will monitor compliance with the Davis Bacon Act (DBA), Contract Work Hours and Safety Standards Act (CWHSSA), and the Copeland Act by reviewing each payroll of the contractor and all subcontractors.
- 2) Guardian will enforce the DBA and Wage Decision in its application to laborers and mechanics working on any project when the prime contract exceeds \$2,000.
 - a) DBA does not apply to supervisory staff, provided at least eighty percent (80%) of their time during the work week is spent performing supervisory tasks. Otherwise, they are subject to the DBA during that workweek.
 - b) "Self-employed owners" are not exempt from the DBA and must submit a payroll report reflecting the hours worked on the project, the type of work being performed, and that they are the owner. Hourly rates do not need to be reported if this information is not known, but the amount of the subcontract should be indicated.
 - c) "Supply" contracts are also not subject to the DBA. (A supply contract furnishes only equipment, materials or supplies which involves no or only "incidental" construction at the project site. Construction is "incidental" if it

does not exceed thirteen percent (13%) of the contract or subcontract price and there is documentation to support this.

- 3) During project construction, Guardian will also conduct on-site interviews with the contractor's and subcontractors' workers to verify the accuracy of the payrolls. (Employee Interview Sheet)
 - a) Interviews will cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor at the job site.
 - b) On-site interviews will be conducted whenever possible, however if necessary mail interviews may be conducted if on-site interviews cannot be performed.
 - c) Any discrepancies between the interviews and payrolls will be resolved in a timely manner which, to the extent possible, shields the identity of the worker(s) involved.
- 4) A report will be drafted on any Contractor accumulating \$50.00 or more of wage underpayments throughout the life of the project. Wage restitution must be reported at a minimum of twice each year depending on funder.

If a contractor owes restitution of \$1,000 or more, a copy of the Wage Restitution Enforcement Report will be prepared in compliance with 29 C.F.R. 5.7(2). Guardian will provide to the City within sixty (60) days after completion of its investigation the above noted Enforcement Report.

- a) Any corrective actions by a contractor will be documented in the project files. For back wages over ten dollars (\$10), a copy of the front of the wage restitution check and a signed acknowledgment from the worker that the check was received, including the amount received.
- b) If there are overtime violations, Guardian will advise the local government to assess liquidated damages based on per day, per worker rates, of those who should have received overtime but did not.

3. Documenting and Complying with Davis-Bacon

Guardian will monitor compliance by maintaining documentation demonstrating the following:

- 1) Covered projects are correctly identified;
- 2) Applicable Davis-Bacon wage decision and labor standards provisions are incorporated into each covered construction contract;
- 3) Eligibility of the principal contractor was verified (i.e., the contractor is not on the Federal debarred list); (www.sam.gov or contact FDEO)
 - a) City files have documentation that the Prime Contractor eligibility was verified;

- 4) Check regularly and ensure that a sign is constructed that noticed the project is funded by the City of Deltona and that the applicable Wage Decision(s) and Davis-Bacon Notice To Employee poster are displayed at the job site and accessible to the laborers and mechanics;
- 5) Hold a pre-construction meeting and explain Davis Bacon and related Act requirements to the Contractors and subcontractors;
- 6) Ensure that all Contractors/subcontractors submit certified payroll reports, Guardian will receive and review to ensure that all laborers and mechanics are being paid no less than the wage rate in the applicable Wage Decision, and any discrepancies and violations are detected, noted and fully resolved;
 - a) This includes collecting documentation for other than the normal payroll deductions.
 - b) Ensure that "No work" payrolls are submitted if no work is done during a specific week.
- 7) Guardian will conduct confidential interviews with laborers and mechanics at covered job sites, and data collected during interviews are compared to corresponding payroll reports with discrepancies and violations noted and fully resolved;
- 8) Guardian will maintain required labor standards enforcement reports and ensure that they are accurate, complete and submitted timely;
- 9) Guardian will maintain an inventory of all projects/activities assisted with federal funds and the basis on which Davis-Bacon applicability determinations were made;
- 10) Guardian will maintain copies of all construction contracts and relevant data, e.g., bid opening dates, award dates; contractor eligibility verifications;
- 11) Guardian will maintain copies of all project payroll files including payroll reports, on-site interview records, verification of job site posting, payroll review notes and evidence of corrections, if needed;
- 12) Guardian will ensure that all bid documents and contracts contain the latest Davis Bacon Wage Decision (s) and labor standard clauses.

4. Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

- 1) Guardian will ensure that under DBA, construction work is categorized as Building, Heavy Construction, Highway Construction, and Residential work (water

- or sewer line work which is a part of a building project would not generally be separately classified)
- 2) Guardian will ensure that each construction contract to which DBA applies contain the Wage Decision for the appropriate category (or categories) based on the work required by the contract.
 - a) Building Construction.
 - b) Heavy Construction.
 - c) Highway Construction.
 - d) Residential Construction.
 - 3) Guardian will ensure that in compliance with the Wage and Hour Division (WHD) decision of March 2013 that steps will be taken to ensure that the policy of recognizing survey crew members as laborers or mechanics is implemented appropriately in the administration and enforcement of Davis Bacon labor standards on covered projects. Determination of a survey crew member's primary duty must be based on the facts in a particular case, with a major emphasis on the character of the worker's job as a whole. When determining the primary duty of a survey crew member it is appropriate to consider the relative importance of the manual and/or physical duties as compared with other types of duties performed by the workers in a particular classification.
 - 4) Guardian will monitor contracts or projects which may require more than one general schedule to be included depending on the nature and extent of the work.
 - 5) Guardian will monitor and advise the City if an additional classification to the Wage Decision is needed, Guardian will draft the Employee/Employer Wage Scale Agreement for the City to submit.
 - 6) Guardian will monitor as to if more than one Wage Decision is used, and confirm that the payrolls reflect which Wage Decision is applicable unless all workers are paid at least the highest hourly rate possible under either Wage Decision.

5. Davis-Bacon Enforcement

Guardian's responsibilities for enforcement of the Davis Bacon Act include:

- 1) Designation of appropriate staff to manage the requirements;
- 2) Incorporation of the applicable Davis-Bacon wage decision and labor standards clauses in each covered contract; and
- 3) Compliance inspections including on-site interviews with laborers and mechanics employed at the covered site of work.

6. Monitoring Responsibilities

During monitoring, Guardian will give special attention to the following areas:

- 1) payrolls, particularly from subcontractors, to be submitted and reviewed in a timely manner;
- 2) all classifications are included in the Wage /Decision or have been conformed/added with HUD/DOL approval;
- 3) any helper/trainee/apprentice classifications are in accordance with regulations for these titles;
- 4) signed authorizations are on file for any worker with "other" deductions;
- 5) interviews have been conducted with workers of the prime contractor and any subcontractors;
- 6) if more than one decision was used, the payrolls distinguish which Wage Decision is being used for each worker; and
- 7) Wage Decision(s) is posted in a conspicuous location at the project site.

7. Additional Labor Standards Monitorings

Guardian will monitor and ensure compliance for the following additional labor standards:

- 1) Use of a classification which is not in the Wage Decision or is vague ("operator").
- 2) Conduct interviews, covering enough of all classifications and interviewing subcontractors.
- 3) Confirm that "Salaried" workers covered by DBA are not treated as an hourly worker for regular and overtime purposes.
- 4) Confirm the use of one Wage Decision when two are required based on value of work in each category.
- 5) Confirm if two Wage Decisions are used, and workers are not paid the higher hourly rate possible for that classification, that payrolls reflect which Wage Decision(s) is applicable to which worker.
- 6) Confirm that whenever owner works on site, it is reflected in a payroll time sheet. Title will also reflect working title, such as electrician, plumber, etc.

8. Certified Payrolls

Guardian will ensure that every payroll contains all the following required elements unless noted otherwise:

- 1) Name, Address, Cell Phone #, and Social Security Number of Employee
 - a) Last four (4) digits of the Social Security Number for all projects with bid opening dates post January 18, 2009.

- 2) Full name on each payroll
- 3) Current Address on all payrolls
- 4) Trade Classification and applicable group number on every payroll. Apprentices identified by the classification apprenticed to and percentage level
- 5) Day of the week and Corresponding Date on every payroll
- ~~6) Number of straight time hours worked on this project only - each day on every payroll~~
- 7) Number of overtime hours worked on the project only - each day on every payroll
- 8) Total straight time hours worked during the week on the project only - on every payroll
- 9) Total overtime hours worked during the week on the project only - on every payroll
- 10) Base Hourly Rate of Pay on every payroll
 - a) Base Hourly Rate = base wage + zone pay + fringe benefits paid in cash.
 - b) Base Hourly Rate paid must equal or exceed the combined amount stipulated in the applicable wage determination
- 11) Overtime Hourly Rate of Pay on every payroll
 - a) Overtime Hourly Rate = (1.5 times base rate, which includes zone pay) + fringe benefits paid in cash on federally-funded/Davis-Bacon projects.
- 12) Hourly Fringe Benefit Amount paid as wages to employee on every payroll
 - a) This is included in the Base Hourly Rate of Pay on federally-funded/Davis-Bacon projects.
- 13) Gross Amount earned during the week on this project
- 14) Deductions (FICA, Fed, State, Etc.) will be reflective of the specific project
 - a) Confirm that any Deduction designated as "Other" will have an explanation or additional deductions certification at on each relevant payroll.
 - b) Confirm that an authorization form is completed for EVERY DEDUCTION other than those for Federal and State withholding taxes and Federal Social Security taxes. The only exception is that of court ordered deductions. This form need only be completed once for all payroll periods. If, however, any new deductions occur, a new form must be completed.
- 15) Confirm Net Wages equal Gross Amount Earned minus deductions
- 16) Confirm Hourly Amount of Fringe Benefits paid to a benefit plan, fund, or Program.

- a) Name of Benefit Plan, Fund, or Program
 - b) The name of the Benefit Plan Fund, or program, where fringe benefits are contributed must be listed on all payrolls.
- 17) Certification Page/Statement
- a) To be attached to every payroll
 - b) To be signed by authorized person

~~i. Obtain Certificate from Contractor Appointing Officer or Employee to Supervise~~

Payment of Employees Form

9. Davis-Bacon and related Acts (DBRA) Forms and Posters

Guardian will ensure that the following required federal and state forms and posters will be made accessible and/or provided to the City of Deltona:

- 1) HUD FORM WD-10- Report of Construction Contractor's Wage Rates
<http://www.dol.gov/whd/programs/dbra/wd-10.htm>
- 2) HUD Form WH-347- Payroll Submission Form. This form may be used by contractors to submit certified weekly payrolls for contracts subject to the Davis-Bacon and related Acts. <http://www.dol.gov/whd/programs/dbra/wh347.htm>
- 3) HUD Form SF-308- Request for Wage Determination and Response to Request form <http://www.dol.gov/whd/programs/dbra/sf308.htm>
- 4) HUD Form WH-1321- Davis Bacon Poster
<http://www.dol.gov/whd/programs/dbra/wh1321.htm>
- 5) HUD FORM 11 Davis Bacon Interview Sheet
- 6) City of Deltona Davis Bacon HUD Project Wage Rate Sheet (HUD Form 4720)
- 7) City of Deltona Davis Bacon HUD Form 4730
- 8) City of Deltona Davis Bacon HUD Form 4731 (Complaint Intake Form)
- 9) City of Deltona Employee/Employer Wage Scale Agreement
- 10) City of Deltona Authorization to Make other Deductions
- 11) City of Deltona Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees Form
- 12) DOL Sample Contractor Payroll and Instructions
- 13) City of Deltona DB Contractors Conference Notes
- 14) City of Deltona Equal Employment HUD Handout
- 15) City of Deltona Davis Bacon Federal Poster

- 16) City of Deltona Davis Bacon Federal Poster-Spanish

10) Pre-Construction Meeting

Guardian will draft and prepare the following forms for distribution at the pre-construction meeting for each project:

- 1) City of Deltona DB Bidding Information and Contractor Eligibility
- 2) City of Deltona DB CONTACT SHEET - Set-up meeting
- 3) City of Deltona DB Memo at Pre-Construction meeting
- 4) City of Deltona DB Memorandum Items Needed
- 5) City of Deltona DB Section 3 HUD Handout
- 6) City of Deltona DB Sign-in Sheet for Pre-Construction
- 7) City of Deltona Supplemental Conditions
- 8) City of Deltona DB General Contractor Information (for documentation of W/MBE efforts)
- 9) City of Deltona Funder Bidding Information And Contractor Eligibility (for documentation of W/MBE and Section 3 efforts)

11) Competitive Bidding

Guardian will review and confirm for each project that the following components are in compliance:

- 1) Modifications published less than ten (10) days before bid opening may be disregarded if found there is not sufficient time to notify bidders, and a report is made to contract file
- 2) Lock-in at bid opening provided contract is awarded within ninety (90) days
- 3) Update wage determination if contract award is more than ninety (90) days after bid opening
- 4) Ensure that once a Davis-Bacon wage rate has been "locked," it stays in effect for the duration of the project.
- 5) Guardian will ensure that all bid/contract documents contain applicable wage determination and labor provisions (applies to prime and subcontractors)
- 6) Require a 'funded by City of Deltona Project Sign on the site or equivalent and check that the employee rights sign and wage determination and other required notices are posted on the site on the sign in clear plastic sleeve or equivalent if outdoors, or if impractical post in the contractor on site office or similar place visible to all employees on the site; at the time the NTP is issued and throughout

the contract period to ensure that the most current wage determinations are available to be posted.

- i. Check throughout the contract period to ensure that all notices and wage determinations are posted, this.
- 7) Guardian to verify eligibility of prime and subcontractors.
- 8) Ensure that all bid documents and contract documents include the required submission of certified payrolls from prime and all subs who work on the site.
- 9) Confirm that all contracts, including sole source contracts, PRIOR to execution contain the wage determination and labor standards.
- 10) Require in the bid documents that the prime shall require, enforce and document all requirements for subcontractors the same as the prime
- 11) Where possible, Guardian will conduct a pre-bid conference and document training and provision of guidance to all potential bidders on labor and wage and other grant contract requirements by the program manager

12) Bid tabulation and Review of Bids

Guardian will be responsible for, but not limited to, the following for each project's bid tabulation and review of bids:

- 1) Verify prime contractor and all subcontractor eligibility against GSA Debarment List
- 2) Make record of verification to contract file.
- 3) Confirm that all Bid/contract documents (including RFBs) must contain:
 - i. Applicable Davis-Bacon Wage Determination (WD)
 - ii. Federal labor standards clauses
 - iii. Meet compliance requirements for posting of employee rights signs and wage determination
 - iv. Confirm that in the bid documentation or at the pre bid conference, Guardian will provide labor and wage policy blank forms, the Davis Bacon sign notice and a list of documentation requirements for each pay application and award, in order that the bidder may make an informed bid and avoid protest over grant requirements being unclear.

13) Construction NTP to COO

Guardian will be responsible for conducting onsite interviews with each classification working on the site and visit the site at a minimum of every month or as often as necessary to monitor construction progress, to check for changes in employees or subs on site. Guardian and the City will coordinate with contractor

at the beginning of every month or as construction progresses, on scheduling of subs that may be on site, even if only a day or two and report it to the City's Grant Coordinator or designee.

- 1) Interviews will cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor at the job site.
- 2) (NEW) Interviews will include employees of survey crew members working on the site.
- 3) All wage classifications for all prime and sub employees will be interviewed once during the site, at a minimum.
 - a) Employee interviews are expected to start approximately within 2 weeks of the initial payroll and at least again once within 2 weeks of final payroll per contractor/sub on site if for example contract is short. For longer term contracts Employee Interviews are expected to be conducted in accordance with the construction progress or at a minimum of once a month.
 - b) (NEW) For a classification that is not specifically stated, Guardian will check the work of the employee during the interview and check the wage decision for classifications that cover the majority of the work the employee is performing and refer to that classification. Such action will be noted on the interview form that this was done. If no correlating classification, then Guardian will request a new classification for the position and work not covered. To be done following the pre-construction.
 - c) Guardian is responsible for verifying payrolls to ensure that all laborers and mechanics are being paid no less than the applicable wage rate and that documentation for other than the normal payroll deductions is attached for the period of each pay application before releasing payment. "No work payrolls will all be submitted if no work is done during a specific week. Guardian will perform verification of payrolls to include but is not limited to the following:
 - i. Authorizations to make deductions other than FICA and SSI: court order for child support and authorization for deductions for any other uniforms, retirement, health etc. withholding. Guardian will check every payroll of the prime and subs for these.
 - ii. Overtime for all payrolls showing work over forty (40) hours per week
 - iii. Check for misuse of 1099 employee classification
 - iv. Review use of apprentices and trainees since the last application
 - v. Check for use of 'helper' classification, which is NOT allowed. Document corrective action if found in payrolls and follow DOL guidance for compliance, restitution and other corrective actions needed to document

enforcement for the file and payment of wages due or correct minimum wages to the employee.

- vi. Report potential violations to the City of Deltona and/or DB contact and DOL Wages and Hours District Office
- vii. Maintain full documentation of all activity related to potential violations and resolution to any actual violations, including e-mails or other documented forms of communication.
- viii. Maintain all project construction related records 5 years after completion (check for changes in this with any new award or amendments)
- ix. Check that Contractors use HUD Form WH 347, Payroll Submission Form to submit certified weekly payrolls for contracts subject to the Davis-Bacon and related Acts or they may use any other form they choose, provided that their form contains exactly the same language as WH-347.
- x. Compliance statement (w/original signature of corporate official or designee)

Our approach and success with grant compliance monitoring is comprehensive, detailed, and follows a proven work plan centered on quality control. We measure our performance by the benchmarks we establish based on funding, administration and construction timelines and funder requirements. We establish these benchmarks at the time of contract for each grant funded project.



The Guardian Team is the Right Team for this Work

GLOSSARY OF TERMS

DBA -	Davis Bacon Act
CWHSSA -	Contract Work Hours and Safety Standards Act
WHD -	Wage and Hour Division
DOL -	Department of Labor
DBRA -	Davis-Bacon and related Acts
NTP -	Notice to Proceed
RFB-	Request for Bid
COO -	Certificate of occupancy
HUD -	U.S. Department of Housing and Urban Development
FDEO -	Florida Department of Economic Opportunity
GSA -	General Services Administration
WD -	Wage Determination or Wage Decision



Christine Alday, President and CEO

Ms. Alday is the owner and President of Guardian Community Resource Management, Inc. She has been working with grants and loan-funded programs since 2005. Her prior experience was working for a private Fortune 500 company as an Accountant and Auditor. Christine has "hands on" financial management experience with federal, state, local and private funding sources. Christine Alday has extensive experience with funding-agency contracts and managing and tracking all manner of grants and loan-funded project dollars and is responsible for the overall financial management of each project.

Education/Certificates

Masters - Accountancy,
Univ. of S. Florida
BA, Accounting,
Univ. of S. Florida

Professional Assoc.

President, West Central
Florida Chapter, Grant Prof.
Association
Woman of the Year 2012-
2013 by National Assoc. of
Prof. Women
Fl. League of Cities
Fl. Assoc. of Counties
Fl. Comm. Dev. Assoc.
Fl. Green Bldg. Coalition
Amer. Women's Bus. Assoc.
Lakeland Chapter

Training

NSP, CDBG, SHIP, HOME,
USDA, HUD and FDEO
Wrkshp/Webinars
OIG fraud training
CDBG Rule Hearings, Appl.
& Imple. Workshops
Florida in the Sunshine and
Ethics Seminar

CDBG Projects

Hernando, Lake Placid,
City Arcadia, Avon Park,
Palm Coast, Citrus, Indian
River, Martin County,
Riviera Beach.

Professional highlights and duties:

Ms. Alday develops financial tracking for all grants and loan-funded federal and state projects and ensures accurate financial management. She has over fifteen (15) years of audit, accounting, and financial management experience, and over ten (10) years of grants consulting and program administration experience. She is responsible for contract management, monitoring preparation and managing client relations.

She has worked on housing and infrastructure projects totaling more than \$200,000,000 in funding from myriad sources.

For our publicly funded projects, she:

- Creates a duplicate project budget and reconciles it regularly with the local government and the funding agency.
- Reviews budgets and financial plans for accuracy and appropriateness.
- Coordinates with client auditors on financial questions related to the grants.
- Conducts a review of all grant close-out packages and provides a balance of project budgets prior to closeout.
- Reviews client procedures/policies as needed, including substantive tests of internal controls, & evaluate internal methodology.



Corbett Alday III, Vice President/COO

Mr. Alday's career in public funded projects began over twenty-four (24) years ago with the Florida Small Cities Community Development Block Grant (CDBG) program. He is the lead Project Administrator for all our projects.

During his career, he has continued his work with Small Cities CDBG, adding work experience in a vast array of public funding sources. These include: Special Appropriation Disaster Recovery CDBG, Entitlement, HMGP, SHIP, USDA, SRF, FDEP, FDOT, OTTED, EDA, EPA, SWFMD, SRWMD, STAG, Section 108 CDBG, FRDAP, FEMA, HUD, SBA, HHRP, FHFC, NSP, and many others.

Education/Certificates

Bachelor's Degree in
Engineering, Fl. State Univ
AA in Drafting Technology

Professional Assoc.

Florida League of Cities
Florida Assoc. of Counties
Lake County League Cities
Florida Comm. Development
Association
Florida Green Bldg. Coal.
Grant Professionals
Association

Training

NSP, CDBG, SHIP, HOME,
USDA, HUD, FDEO Wrkshp &
Webinar
Green Bldg. Training Ser.
HUD/ENVRR/RRDF tr.
Storm Water Utility Rate,
Planning, Utility Develop. &
Fin. Courses
FEMA HMGP/FMGP TS
CDBG Rule Hearings, Appl. &
Impl Wkshps, CDBG Sect
108 Wkshop.
Florida Sunshine/Ethics
GIS for Comm. Dev Prof.

CDBG Projects

Town Lake Placid, City
Arcadia, Avon Park, Palm
Coast, Labelle, Collier,
Hernando, Citrus, Indian
River, Martin County, others

Professional highlights and duties:

Mr. Alday is the leading expert in the State in the area of creative layering – the linking of multiple funding sources. For hundreds of projects, he has helped communities match sound technical solutions with the special restrictions of grant-loan programs.

Mr. Alday has experience working in over fifty (50) communities in excess of twenty (20) different sources of funding totaling more than \$500 million!

Mr. Alday has extensive project management experience from grant writing to implementation to close out. He has successfully implemented HUD's Environmental Review Record (ENVRR) requirements on numerous projects.

For our publicly funded projects, he:

- Conducts grant-loan funding research and performs site investigations & preliminary scoring to determine community needs and grant funding feasibility.
- Develops layering recommendations and preliminary applications activities.
- Participates in and oversees bid and construction management, Davis Bacon and manages the environmental review processes consistent with NEPA requirements.
- **Serves as Project Manager on this RFQ**



Donald M. Ridley, Construction Manager

Mr. Ridley brings over thirty-seven (37) years of construction and construction oversight experience to our team including seven (7) major disaster events. Mr. Ridley is experienced in FEMA disaster recovery programs, including all forms, policies and procedures related to disaster events i.e. Public Assistance worksheets and HMGP. He is a recognized construction professional in Florida with a wide range of relevant experience: site development, housing, utilities, water and sewer plants, power plants, earthwork, foundations, concrete, masonry, steel, welding, painting and roadway construction. Don provides technical assistance to all construction development projects.

Education/Certificates

Business Education from Jones Business College
State Licensed Standard Inspector, BN-0001431
Certified SBCCI Housing Rehabilitation
Certified SBCCI Bldg. ACI, NICET, FI-DBPR Lic
ICC and BOCAT Inspector

Professional Assoc.

Florida League of Cities
Florida Assoc. of Counties
Lake County Lg. of Cities
FL Comm. Develop. Assoc.
Osceola Grants Res. Network
International Code Council

Training

FDEO NSP TA Training
HUD ENVRR & RROF Tr.
US HUD Envrr. Review Proc.
My Safe FL Home Inspector
FL Bldg. Code Advanced - Building Structural Summary
Inter Codes 2: Occp & Loads
FL Building Code Advd.
Resid-Floors, Walls/Roots
FL Building Code Advd. -IEQ
ADA Guidelines: Access. RT.

CDBG Projects

Hernando, City Arcadia,
Avon Park, Labelle, Palm Coast, Indian River, Osceola County, others

Professional highlights and duties:

Mr. Ridley is well versed in permit, political and grants regulatory issues and understands the special restrictions of public grant-loan funded projects. Mr. Ridley is highly experienced in construction plans review, time management and cost control.

In addition, Mr. Ridley has worked with more than one-third of the Florida counties and municipalities as well as many leading engineering and construction firms. He has extensive experience with post-disaster redevelopment issues and has managed and inspected development projects for streets, downtown, water and sewer works totaling over \$300,000,000.

For our publicly funded projects, he:

- Conducts site inspections & investigations, field verification of quantities and adherence to project specifications.
- Conducts on-site compliance monitoring, for regulations related to Davis Bacon, Section 3, Copeland "Anti-kickback" Act, W/MBE and others.
- Participates in project development and implementation; oversight in bid and construction management, and review of environmental issues.



Antonio Jenkins, Project Manager

Mr. Jenkins has over ten (10) years of extensive operations and project coordination experience and is well versed in the latest building standards and codes. Antonio manages the construction administration and resident project representation for our housing and land development programs, including CDBG, NSP, SHIP, HOME, and others. Mr. Jenkins has an extensive background in social and operations management which enables him to provide excellent client customer service and serves as an invaluable asset in the-field and when face-to-face time is required with clients.

Education/Certificates

Bachelor's Degree in Political Science,
Valdosta State University
Certified Inspector My Safe Florida Home
Florida Green Home Designation Certification

Professional Assoc.

Florida League of Cities
Florida Assoc. of Counties
Lake County Lg. of Cities
FL Comm. Develop. Assoc.
Florida Green Bldg. Coalition

Training

NSP / CDBG / SHIP / HOME /
USDA / HUD / FDEO
Workshops and Webinars
Lake & Volusia County 2011
Annual Green Symposium
HUD Section 3 training
Issues/Challenges of Owner
Occupied Rehab
FDEO NSP TA Training
HUD ENVRR & RROF Tr.
Green Building Tr. Series
CDBG Rule Hearings, Appl /
Impl. Wkshops
U.S. HUD Envrr. Review Pro.
My Safe FL Home Inspector

CDBG Projects

Town Lake Placid, City
Arcadia, Avon Park, Palm
Coast, Riviera Beach,
Labelle, Citrus, Hernando,
Indian River, Martin, Collier,
Osceola County, others

Professional highlights and duties:

Mr. Jenkins' primary duties include project delivery services and construction oversight, including single family homeownership and multi-family homeownership & rental for NSP and for CDBG implementation, in addition to oversight of construction bidding, contractor vetting and program management.

Mr. Jenkins is currently overseeing the construction and / or rehabilitation of 200+ multi and single family housing units and the construction oversight of various other grant funded infrastructure projects.

For our publicly funded projects, he:

- Conducts orientation sessions for homeowners, contractors and vendors.
- Conducts home inspections for eligibility.
- Reviews/recommends changes to local HAP.
- Conducts HUD Tier 2 Environmental Reviews.
- Reviews mortgage & construction contracts for grant compliance.
- Conducts monitoring of single/ multi-family rental construction.
- Conducts & provides inspections, work-write-ups, bid documents, NTB, and NTP.
- Represents client at public workshops & meetings.
- Creates/tracks project constr. budget; reviews, monitors, approves construction and contractor pay authorizations.



Jean Rags, Project Coordinator

Ms. Rags has over twenty-four (24) years of experience in public service. Ms. Rags successfully implemented and managed in excess of \$15 million dollars through Community Development Block Grant (CDBG) projects for seven (7) Housing Rehabilitation and Economic Development projects and the application and implementation of County Neighborhood Stabilization (NSP1 and NSP3) Grant Programs from 1999-2012. Jean conducts grant research and funding resource analysis, drafts local policies and procedures for our clients to meet funder requirements, and reviews / edits contracts and grant related advertisements, memos and documents. Jean also provides marketing and proposal responses on behalf of Guardian.

Education/Certificates

Bachelor of Arts, Major in Human Services, Minor in Social Services
St. Leo College
Associate of Arts, Pasco-Hernando State College
NIMS Series ICS100B, ICS200B, ICS007A
Certifications

Professional Assoc.

Florida Association of Counties Human Service Administrators (FACHSA)
Past President
Early Learning Coalition of Pasco & Hernando Counties, Inc. (Board Member)
Notary Public, State of FL

Training

NSP3 HUD Workshop
FDEO NSP1 TA Training
FDEO e-CDBG training
NSP Implemt. Workshop
CDBG Rule Hearings, Application/ Implementation Workshops
FDEO DRGR Webinar Tr.
NSP Workshops/Webinars
FHC Annual Statewide Affordable Housing Conference

CDBG Projects

Town Lake Placid, City Avon Park, Palm Coast, Indian River, Martin, Osceola, Collier County

Professional highlights and duties:

Prior to joining Guardian in 2012, Ms. Rags was the Director for Community Development in Hernando County, where she was responsible for the oversight and management of numerous County departments and CDBG programs with an overall budget of \$15 million.

For our publicly funded projects, she:

- Reviews & edits all contracts, policies, amendments & grant documents, prior to submission.
- Conducts needs analysis, grant research and prepares draft application writing.
- Markets and develops proposals in response to open RFP, RFQ, and RFI's.
- Provides attendance and representation as needed at client offices, public meetings.
- Provides development and review of grant management policies and procedures.
- Develops grant required documents, (e.g. Housing Assist. Plans, policies & procedures.
- Assist in monthly client billing review, calculations and invoicing.



Gayle Brett, Program Specialist

Ms. Brett has 25+ years of experience with buying, selling and managing real estate both in the private sector and also for the State of Florida in various state and federal programs. Previously, she worked for Fl. Dept. of Economic Opportunity (FDEO) Housing and Community Development Section with the NSP & CDBG programs and also in Florida Communities Trust (FCT), a land buying program that received \$66 million per year to assist cities and counties in purchasing property, negotiating, contracting/ closing as needed. Ms. Brett has six (6) years of employment in private sector real estate, and previously held both a Real Estate Sales Associate and Broker license. Ms. Brett is responsible for providing program administration for NSP1, NSP3, CDBG & SHIP programs in Osceola, Martin, Flagler, Putnam, Hernando counties and others.

Education/Certificates

Davis Productivity Award as part of the team that implemented State of Florida's NSP 1 award

Professional Assoc.

Tallahassee Board of Realtors ® (former member)
Nat. Assoc. of Realtors ® (former member)
National Right of Way Assoc. (former member)

Training

SHIP Prog. Admin. Webinar
HUD Prog Income & NSP Admin. Strategies HUD NSP Closeout Webinar
Annual CDBG Tr. Workshop
NSP 3 Appl/ Impl. Workshop
HUD Tr. Web-NSP1 & 3
HUD Fair Housing Training
National Right-of-Way Assoc. Leadership Skills for Real Property Prof Intro.to Prop. Mgmt., Real Prop. Asset Mgmt./Surv
Fl. Real Estate Assoc. & Broker Licensing (not lic.)
FDEO e-CDBG Webinar
HUD DRGR Stand Reports Webinar Conference

CDBG Projects

City Palm Coast; Indian River, Martin, Osceola County

Professional highlights and duties:

Prior to joining Guardian in 2012, Ms. Brett worked with FDEO's Housing and Community Development department in the oversight and implementation of the state's NSP Program. She also worked with the FDEP; Division of State Lands, in the Conservation and Recreation Lands Program, Preservation 2000 and Florida Forever Programs.

Ms. Brett's career has been built on good communication skills and bringing her real estate expertise into streamlining the state government land buying, selling and management practices.

For our publicly funded projects, she:

- Reviews and edits all real estate contracts, appraisals, title insurance commitments, policies, closing statements, documents and mortgages.
- Communicates with real estate agents, brokers, banks and appraisers to better assist our clients in maintaining grant compliance.
- Attends public meetings/hearings and conducts grant compliance monitoring.
- Develops grant required documents.
- Reviews/edits drafts of required agency reports: MSR, MBE, Section 3, quarterly status reports and other grant related reports.



Velvet Burris, Office Manager/Intake Specialist

Ms. Burris is responsible for reviewing and managing the files of individual and household applicants: homeowners, homebuyers, renters, and anyone else applying for grant or loan funded financial assistance. Additionally, she is responsible for electronic file maintenance of all grant documents and client records and files. Vel reviews requests from vendors for reimbursement for compliance with applicable grant rules and regulations and assist with the environmental review process. She has worked with a variety of programs and their varied requirements for qualifying individuals and households, including CDBG, NSP, SHIP, HOME, and others.

Education/Certificates

Associate's Degree in Human Services

Professional Assoc.

Florida Notary
Florida Community Development Association
Florida Green Bldg. Coalition

Training

NSP / CDBG / SHIP / HOME / USDA / HUD / and FDEO workshops/webinars
NSP TA Training
HUD ENVRR & RROF Training
CDBG Rule Hearings, Application & Implementation Workshops
U.S. HUD Envrr. Review Procedures
SHIP Intake Training

CDBG Projects

Town Lake Placid, Arcadia, Avon Park, Palm Coast, Riviera Beach, Labelle, Citrus, Hernando, Indian River, Martin, Collier, Osceola County, others

Professional highlights and duties:

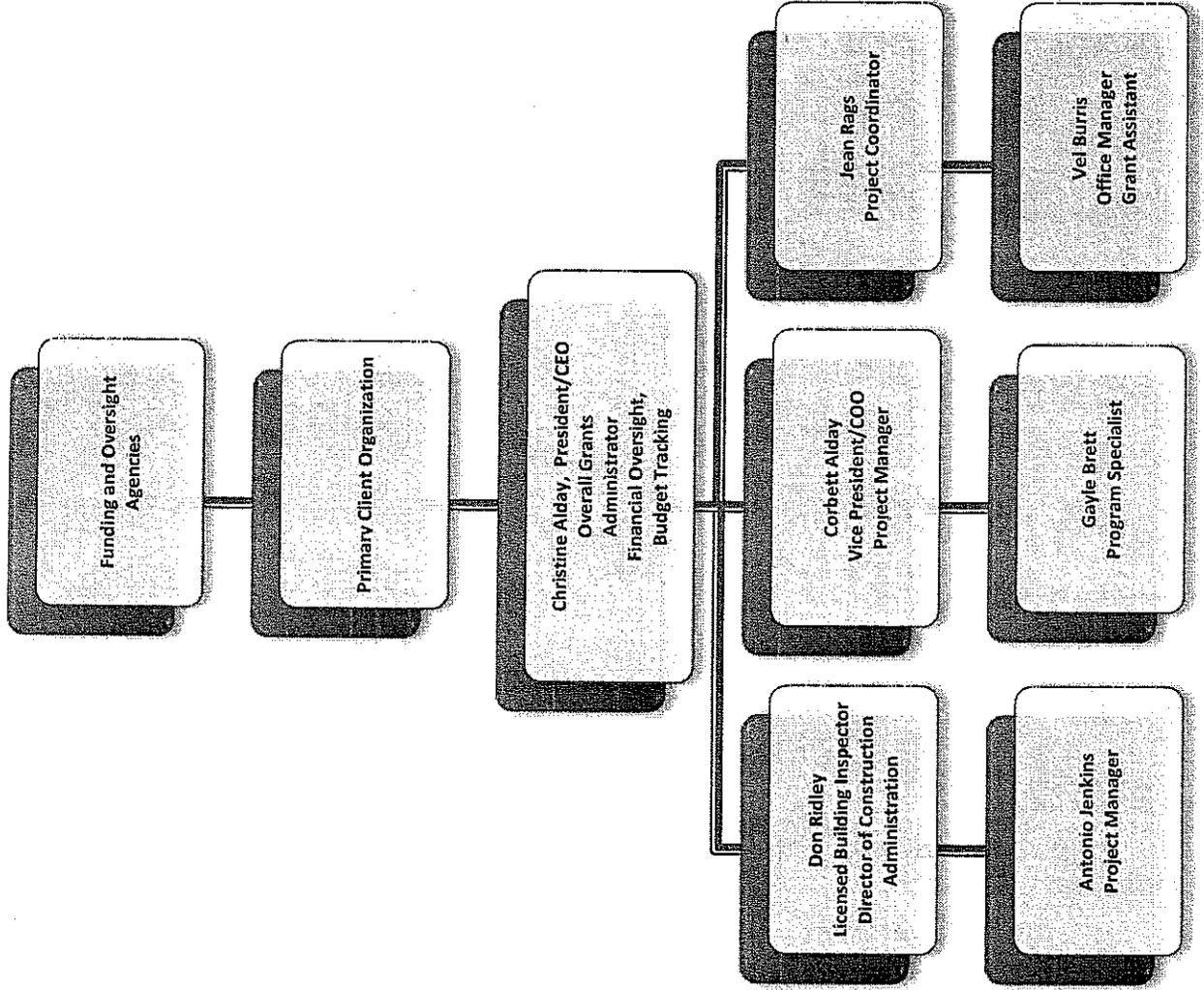
Ms. Burris is responsible for the review of hundreds of individual and household applications for funding housing assistance, and surveys for LMI determination. She also works closely with our clients to determine applicant eligibility.

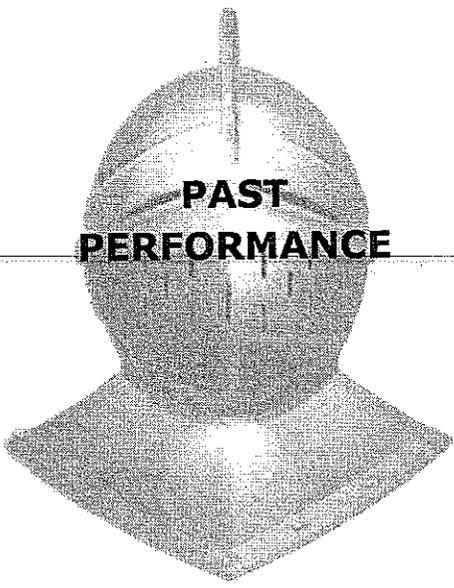
She provides support and assistance to all team members on a daily basis, and manages all administrative needs to maintain an efficiently running office. She manages Guardian's secure server to ensure our records are meticulously maintained and in compliance with Florida Sunshine Laws for Public Records.

For our publicly funded projects, she:

- Assists with tracking project statistics and applicant demographic information.
- Vets vendors and contractors for eligibility to participate in grant and loan funded programs.
- Reviews individual/household applications to determine eligibility.
- Reviews requests for reimbursement / payment to vendors for grant eligibility.
- Assists with all grant reporting, based on applicable grant requirements, including Fair Housing, Civil Rights, and MBE & Section 3.
- Reviews client grant administrative files on site to ensure files are complete/audit-ready.
- Assists with completion of environmental reviews under various grant requirements.

THE GUARDIAN TEAM



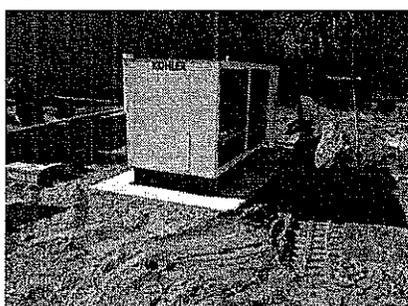


**PAST
PERFORMANCE**



Experience and Knowledge of Federal/State Grants and Regulations

Guardian Community Resource Management Inc. (Guardian) is a full service grant management firm incorporated in 2005 as a for-profit, S Corporation, and is a State of Florida Certified Minority/Women Owned Business. Guardian's office is centrally and conveniently located in Pasco County, Florida. Guardian is comprised of seven (7) grant and administration professionals, many of whom come from state and local governments. Our Team brings to the City of Deltona over 120+ years of combined expertise and hands-on experience researching, developing grant applications and administering the various areas of state and federal grants and/or loan-funded programs.



From its inception, the Guardian Team has worked **for local governments** to develop and provide grant research, planning, grant application preparation, program administration and management services.

Our full-service grant management includes, but is not limited to:

- ❖ *Comprehensive **grant research**, review of client capital needs and grant priority list, including regular updates on potential funding opportunities;*
- ❖ *Grant and financial recommendations on potential federal and state grants/loans;*
- ❖ *Developing grant funding strategies, including loans/layering of all federal, state and private funding;*
- ❖ *Grant writing, application preparation, assistance with public notices/hearings;*
- ❖ ***Preparing Environmental Reviews (ERR) at all levels**, including related legal notices for example, (**Floodplain Notice and Finding of No Significant Impact notices (FONSI)**);*
- ❖ *Work cooperatively with City staff in understanding local protocol.*

- ☛ Conduct full **HQS/Code Inspections of multi-family and single family structures**, including needs assessment in compliance with all HUD HQS Standards.
- ☛ Establish **inspection procedures & timelines** that are compliant with contract.
- ☛ **Document all HQS/Code deficiencies** and other feasibility hazards such as lead, asbestos containing materials, and other site health and safety hazards.
- ☛ Establish **good verbal & written communication** with Landlords & their designees.
- ☛ Utilize/maintain all records through the use of **GoSection 8 software**, if applicable.
- ☛ Submit a **repair needs analysis** (work write-up) on each inspected housing unit.
- ☛ Establish **best practice client and administration files** for each inspection.
- ☛ Maintain financial record of all costs associated with Notifications, Annual Inspections, HQS inspections, re-inspections and final inspections.
- ☛ Conduct periodic inspections to **verify construction** in accordance to draws/specifications.
- ☛ Coordinate the performance of a **certified lead-based paint inspection** of housing units, where required.
- ☛ Prepare and **submit all required reports** in agreed upon format.
- ☛ Identify & respond to potential conflicts of interests and tenant concerns, as needed.
- ☛ **Provide high quality standards** to all inspections and interactions with residents.
- ☛ Meet with the City & other involved departments as requested.
- ☛ **Review/update various local grant related policies/procedures**, as required;
- ☛ Review and **monitoring of all contracts**;
- ☛ Preparing Request for Funds, invoices, & approvals for expenditures with **best practice audit and accounting controls**;
- ☛ Draft / review/ and recommend improvements to Capital Project plans, Housing Assistance plans, and Needs Assessments as needed or required;
- ☛ Establishing best practice **client and administration records**;
- ☛ **Providing technical support** and training to our clients as needed;
- ☛ **Financial management** of all grant funds, including match and leverage;
- ☛ Preparing RFP for procurement of contractor, **contractor vetting, ITB**;
- ☛ Assisting in and preparing for required Fair Housing activities; ensuring Civil Rights compliance, preparing grant amendments, monthly, quarterly reports, and close out reports in addition to other funder reports;
- ☛ Performing construction **oversight and inspections, including Davis Bacon compliance monitoring**, Section 3, **MBE/WBE reporting**, including write-ups, const. cost estimates, and inspections;
- ☛ Attendance at monitoring, site visits, City Commission & community meetings, as required/requested.

Our firm has had specific experience with grant applications and program administration in, but not limited to:

- ☛ Neighborhood and Commercial Revitalization, Infrastructure Development
- ☛ Economic Development
- ☛ Housing (new and rehabilitation)
- ☛ HOME
- ☛ State Revolving Fund Loans
- ☛ FDEP 319 Grant - Clean Water Act – Nonpoint Source Program

We understand the most critical aspect of successfully implementing and administering a grant-funded program is ALWAYS being able to follow the money!



Guardian professionals have worked throughout the state of Florida, on hundreds of publicly funded projects using every major federal and state funding source. Of equal importance is Guardian's unique team expertise in **layering multiple funding sources**, which decreases the cost of programs to the local community. We constantly track and summarize rule and guidance changes for clients.

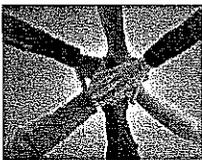


Location and On-Site Capability

At Guardian, we feel providing the **maximum accessibility** and **on-site capability** is critical to the successful management and completion of a project. Many of our team members live locally to our clients and work remotely; as such they many times work outside normal office hours and make every effort to respond to your calls or requests within 24 hours. Allowing our team to be completely mobile means we can go where the project needs attention, as well as interface regularly with the client.

The office is staffed with full-time office professionals that provide support to our clients and to our other team members. The office is equipped with all the major technology equipment, including scanners, copiers, computers, servers, and more.

We are always available to you!



Our Team!

Each professional team member assigned to your project:

- ❖ Holds a post-secondary degree or professional license/certificate.
- ❖ Brings to the table multiple years of experience working in the public sector or as a public official, yielding unique insight into knowing the level of **quality, customer service and performance** expected from our clients.
- ❖ Is dedicated to the success of all our clients' projects, as evidenced by their **availability outside normal business hours**.

- ☛ Is fully equipped with laptops and **wireless broadband Internet** access in addition to the full suite of Office products and other standard software,
- ☛ Has **Encrypted flash drives** for client privacy and protection, a cellular phone, limited office supplies, and where needed portable printers.
- ☛ Has access to Guardian's backup servers to ensure all documentation is maintained in accordance with all public records laws and requirements.
- ☛ Provides a **toll free phone number** accessible to not only Guardian clients but to all individuals, contractors and vendors that may be requesting assistance through the local governments and or agencies.



Making the Programs Work for You

The constraints and requirements that a City must work within for their grant funded programs can be complicated and cumbersome. Guardian provides financial consultants, project inspectors and construction specialists to provide all of the necessary services for your **FDOT Grant**. Guardian professionals have worked throughout the state of Florida, on hundreds of publicly funded projects that are mandated and or regulated through HUD and or state policy and guidelines. Of equal importance is Guardian's unique staff expertise in managing, tracking such projects and precise quality record keeping of all inspection reports.

The best way to see the benefits of Guardian team members working for you is to consult our references and see our client successes. While no ethical grants professional can guarantee grant funding, if you look at Guardian's record, you will see ***we are highly successful at getting the grants we write funded. We do not write grants we believe have no chance of being funded, and then charge you for grant writing services.*** You can expect the same dedication and performance on your behalf, whether it is enhancing programs through monitoring, procedures and training or developing new ones. Below are some examples of our successful layering of various funding resources.

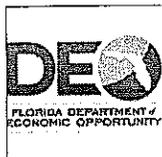
- **OSCEOLA COUNTY:** \$27M+ NSP, CDBG, SHIP
- **MARTIN COUNTY:** \$10M+ NSP, DRI, CDBG, SHIP, HHRP
- **HERNANDO COUNTY:** \$8M+ CDBG, NSP
- **HIGHLANDS COUNTY:** \$12M+ CWHIP, SHIP, HHRP, HOME
- **CITY OF LABELLE:** \$18M+ ARRA, SRF, USDA, CDBG
- **CITY OF PALM COAST:** \$5M+ NSP, CDBG
- **DESOTO COUNTY:** \$24M+ USDA, SRF, OTTED, CDBG, EPA
- **SEBRING AIRPORT:** \$3M+ EDA, OTTED, CDBG, HUD, EPA
- **TOWN OF LAKE PLACID:** \$3M+ CDBG, FEMA
- **CITY OF ALACHUA:** \$63M+ CDBG, SHIP, EDA, FRDAP

EXPERIENCE WITH STATE AND FEDERAL REGULATIONS AND PROGRAMS

And they have worked with every major source of layering and the related state and federal rules that can affect the project:

- ❖ FHFC State Housing Initiatives Partnership (SHIP)
- ❖ HUD Neighborhood Stabilization Program 1 and 3
- ❖ FDEP - EPA 319 Grant - Clean Water Act - Nonpoint Source Program
- ❖ USDA Water & Waste Loan-Grant and Housing Preservation Grants
- ❖ EDA Public Works Grants and Technical Assistance Grants
- ❖ FDEP SRF Facility Loan & Grants, Park Grants, and Water Quality Grants
- ❖ FDEO (fka FDCA) Community Development, Disaster, and Preservation Grants
- ❖ State OTTED (formerly) Rural Infrastructure, Road Grants and Enterprise Zones
- ❖ Water Management District Cooperative Funding
- ❖ Florida Housing Finance Corporation HOME and SHIP funds
- ❖ Legislative Appropriations
- ❖ FDOT Capital Projects/ISTEA and TEA 21
- ❖ EPA STAG and Special Project Appropriations
- ❖ HUD Economic Development Initiative Special Appropriations
- ❖ FDHS FEMA-FDCA Disaster Recovery and Mitigation Matching Grants

We have worked with every major agency funding projects in Florida:

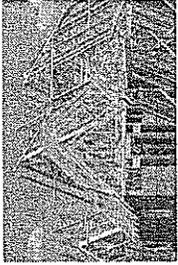
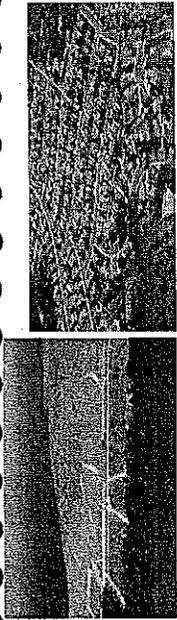


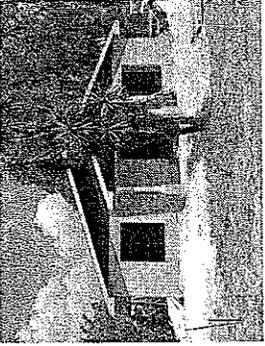
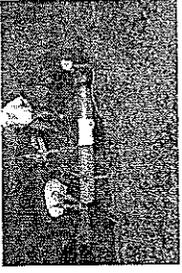
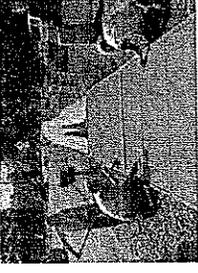
WE BRING EXPERTISE AND SUCCESS TO YOUR COMMUNITY!

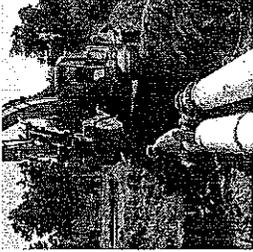
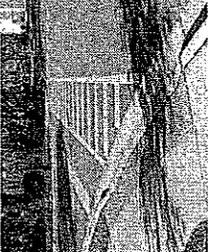
- 👤 Our team brings to your community over 120+ years of combined professional experience.**
- 👤 We successfully completed over 180 Community Development Block Grant (CDBG) combined infrastructure, economic development, and housing projects (250+ miles of water, sewer, roads, & storm water).**
- 👤 We have completed over 300 projects - \$500,000,000+ Grant-Loans plus Private Layering.**
- 👤 We are managed multiple Neighborhood Stabilization Programs (NSPs) - over \$40M!**
- 👤 We have administered and implemented construction or rehabilitation for over 4,000 housing units - more than half of which have been for low and moderate income households (w/ median incomes at or below 80% of the area median income) - SHIP/CDBG/HOME/Disaster Recovery.**
- 👤 We have worked successfully with over 75 business partners on over 4,000 jobs with \$50M in economic development funding.**
- 👤 We successfully secured administered and implemented one of only 11 Community Workforce Housing Innovation Program (CHWIP) projects selected by the State of Florida in the program's first year.**
- 👤 We have created project specific forms, tech manuals and memos to fill the gaps in grant management protocols.**
- 👤 We secured first Florida "108 loan" (HUD \$\$ for project too large for Small Cities Program) - for a \$40M Economic Development project.**
- 👤 We have maintained repeat clients, continuing to bid competitively keeping quality services and client satisfaction at the forefront of our practice.**
- 👤 We completed Commercial Revitalization projects (including matching FDOT, Historic, Parks, and CRA \$).**
- 👤 We have partners that complement our skills and expand our ability to serve our clients.**

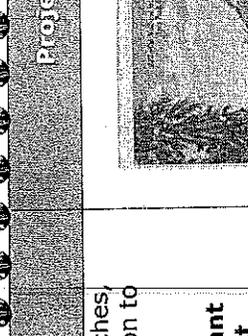
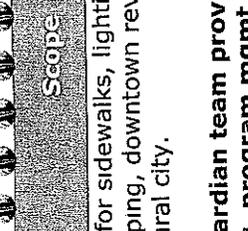
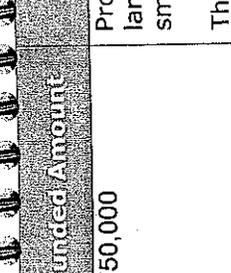
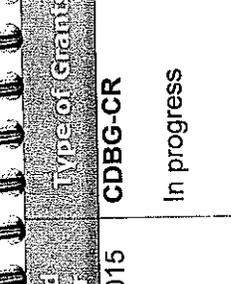
GUARDIAN EXPERIENCE

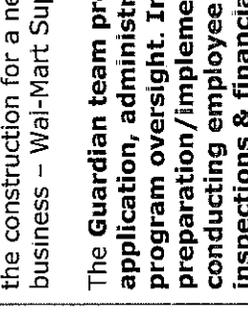
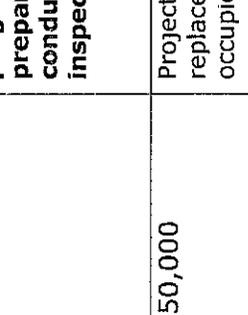
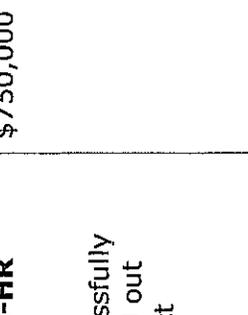
The Guardian team feels that providing **good communication, maximum accessibility** and **on-site capability** is critical to the successful management and completion of a project. Many of our team members live locally to our clients and work remotely; as such they many times work outside normal office hours and make every effort to respond to your phone calls, emails, text and/or fax requests within 24 hours. Allowing our team to be completely mobile means we can go where the project needs attention, as well as interface regularly with the client.



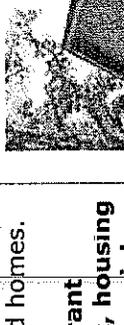
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
Hendry County Margaret Emblidge Planning and Community Development Director (863) 612-4752 Margaret.emblidge@hendryfla.net	2015-2016	CDBG-HR	Application under FDEO Review	Grant Writing Services, Grant/Loan Program Administrative Services.	
	2016-2016	Miscellaneous Grant Services		The Guardian team provided CDBG grant writing services and is currently preparing for the FDEO Site Visit. A work order is in development for the FHFC SHIP for program administration services to assist the County with their Housing Rehabilitation and Down Payment SHIP program.	
Charlotte County Ruta Vardys County Engineer (941) 764-4302 Ruta.Vardys@charlottetfl.com	2014-2017	CDBG-NR	\$750,000	Project is for sewer line replacement, water line replacement and the installation of pedestrian malls/sidewalks. The Guardian team provided grant writing, will be providing program management, project delivery services. The Guardian team will also provide construction management, contractor bidding and selection, constr. Inspection, Davis Bacon and program administration.	 

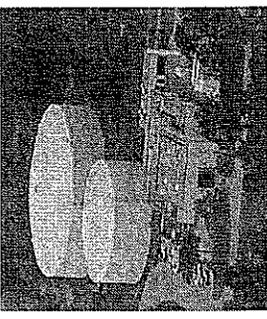
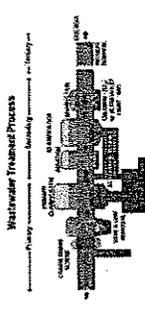
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Highlands County</p> <p>Ramon D. Gavarrete County Engineer (863) 402-6877 rgavarre@hcbcc.org</p>	2014-2017	CDBG-NR	\$750,000	<p>Project is for water line replacement.</p> <p>The Guardian team provided grant writing will be providing program management, project delivery services. The Guardian team will also provide construction management, contractor bidding and selection, constr. inspection, Davis Bacon and program administration.</p>	
<p>Indian River County</p> <p>Arjuna Weragoda Capital Projects Manager (772) 226-1821 aweragoda@ircgov.com</p>	2014-2017	CDBG-NR	\$750,000	<p>Project is for flood and drainage improvements, new sewer lines/components and sewer hookups.</p> <p>The Guardian team provided grant writing, will be providing program management, project delivery services. The Guardian team will also provide construction management, contractor bidding and selection, constr. inspection, Davis Bacon and program administration.</p>	
<p>Hillsborough County</p> <p>Lanette E. Glass, AICP Planning & Reporting Mgr. Affordable Housing Services (813) 274-6672 GlassL@HillsboroughCounty.O RG</p>	2015-2016	CDBG, ESG, HOME	Entitlement Community Per Task Order	<p>Guardian has been recently contracted by Hillsborough County Affordable Housing Services to complete needed HUD compliant environmental reviews at various levels of housing and community development strategies.</p>	
<p>City of Avon Park</p> <p>Brenda Sliva</p>	2011-2013	CDBG-HR Successfully closed out project	\$750,000	<p>Project provided housing rehabilitation and or replacement, improvements to owner-occupied LMI and VLI households.</p> <p>The Guardian team provided grant writing, program management, project delivery services and financial layering expertise. The Guardian team also provided applicant & construction management, including applicant intake and evaluation, contractor bidding/selection, contractor & construction administration.</p>	

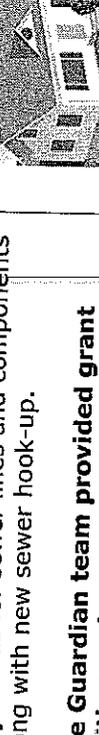
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
City of Avon Park Brenda Silva	2013-2015	CDBG-CR In progress	\$750,000	Project for sidewalks, lighting, benches, landscaping, downtown revitalization to small rural city. The Guardian team provided grant writing, program mgmt., project delivery services and financial layering expertise. The Guardian team will also provide construction management, contractor bidding and selection, constr. inspection and program administration.	
City of Avon Park Brenda Silva	2005-2009	CDBG-CR, TIF, City funds, FDOT Successfully closed out project	\$1,400,000 local and grant funds layered.	Project provided street paving, sidewalks, and pedestrian malls. The Guardian team provided grant administration, layering expertise and contract implementation.	
Hernando County Ms. Veda Ramirez, Health & Human Services Manager, (352) 540-4338 vramirez@hernandocounty.us	2010-2012	CDBG-NR Successfully closed out project	\$750,000, layered with County & City funding, with a total project cost of approximately \$1M.	Project for new sewer/water lines, fire hydrants, & road restoration in LMI neighborhoods. The Guardian team provided grant planning/application & admin., contract prep & implementation, conducted household surveys, project inspections and financial management.	
Hernando County Ms. Valerie Pianta Business Development (352) 754-4061 vpianta@hernandocounty.us	2012	CDBG-ED and \$10 million layered in private investment* *(private investment and project cancelled due to other company interests)	\$1.5 million in CDBG and \$10 million was to be layered in private investment for the first phase.	The County received their grant award for infrastructure of road, water, sewer, lift station, & fiber. The Guardian team provided grant planning & application services, including financial leveraging and was under contract when the private party withdrew from the project. If the project had moved forward Guardian was contracted to do program administration; including tracking jobs, reporting, financial management, construction oversight, and program monitoring.	

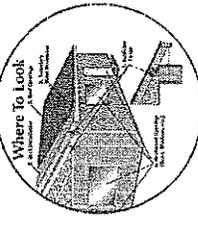
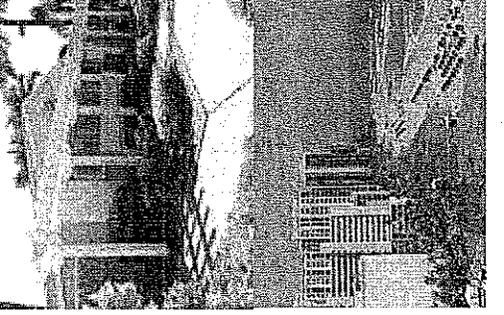
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Indian River County</p> <p>Arjuna Weragoda Capital Projects Manager (772) 226-1821 aweragoda@ircgov.com</p>	<p>2011-2013</p>	<p>CDBG-NR and SHIP</p> <p>Successfully closed out CDBG-NR project.</p> <p>SHIP work continues thru Task Orders.</p>	<p>\$750,000</p>	<p>Project for new sewer lines and storm water mitigation in LMI neighborhoods.</p> <p>The Guardian team provided grant application, administration, program oversight, contract prep & contract implementation, inspections, applicant intake & financial management.</p>	
GDBG					
<p>Citrus County</p> <p>*Gary Maidhof Operations & Project Officer (352) 527-5202</p> <p>*Mr. Maidhof is no longer with the County, our current contact is Charles Howard, Utilities (352) 527-5214 Charles.howard@citrusbocc.com</p>	<p>2010-2012</p>	<p>CDBG-ED and private leverage (Wal-Mart)</p> <p>Successfully closed out project</p>	<p>\$750,000 of CDBG funds were layered with private funding of over \$2M.</p>	<p>Project was for new water lines as part of the construction for a new, job-creating business – Wal-Mart SuperCenter.</p> <p>The Guardian team provided grant application, administration and program oversight. Including contract preparation/implementation, conducting employee surveys, project inspections & financial management.</p>	
<p>Citrus County</p> <p>Mia Fink * City Clerk, Crystal River (352) 795-4216 mfink@crystalriverfl.org</p> <p>*Ms. Fink has recently changed jobs, above is her current contact information</p>	<p>2010-2012</p>	<p>CDBG-HR</p> <p>Successfully closed out project</p>	<p>\$750,000</p>	<p>Project provided housing rehab and or replacement improvements to owner-occupied LMI and VLI households.</p> <p>The Guardian team provided applicant intake/evaluation, contractor bidding, selection, inspections, and grant administration & construction management. Includes project oversight and inspections.</p>	
<p>Citrus County</p> <p>Tammy Harris- Housing Services Director, 2804 W Marc Knighton Ct., Lecanto, FL 34461 (352) 527-7528 Tammy.Harris@citrusbocc.com</p>	<p>2015-2017</p>	<p>CDBG-HR</p>	<p>\$750,000</p>	<p>Project provides housing rehab and or replacement of LMI & VLI occupied homes.</p> <p>The Guardian team provided grant writing, and is providing program management, housing rehab delivery services and financial layering expertise. The Guardian team provides applicant & construction mgmt., including intake, evaluation, contractor bidding, selection, performance inspections and construction administration.</p>	

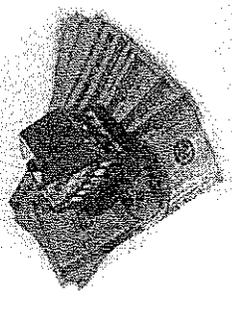
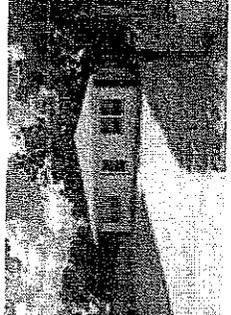
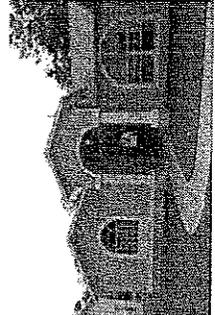


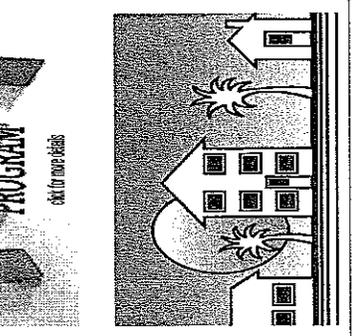
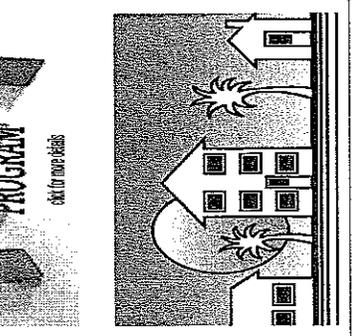
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
City of Palm Coast Beau Falgout, Senior Planner (386) 986-3796 bfaigout@palmcoastgov.com	2011-2013	CDBG-HR Successfully closed out project	\$750,000	Project provided housing rehab and or replacement of LMI & VLI occupied homes. The Guardian team provided grant writing, program management, housing rehab delivery services and financial layering expertise. The Guardian team provides applicant & construction mgmt., including intake, evaluation, contractor bidding, selection, performance Inspections and construction administration.	
City of Palm Coast Beau Falgout, Senior Planner (386) 986-3796 bfaigout@palmcoastgov.com	2013-current	CDBG Entitlement In progress	\$240,000	The City contracted with Guardian for assistance with developing and implementing their CDBG Entitlement program. The Guardian team prepared the City's on sight admin. files, and provides housing inspection and work write ups for rehabilitation, ranking of applicants, project oversight, develop entitlement files, forms, polices & procedures for the administration of their CDBG program.	
CDBG					
City of Arcadia Shelly Peacock, Sr. Capital Projects Manager (863)-494-4114 speacock@arcadia-fl.gov	2010-2012	CDBG-HR Successfully closed out project	\$700,000	Project provided housing rehab and or replacement improvements to owner-occupied LMI/VLI households. The Guardian team provided housing project delivery, including applicant intake, evaluation, contractor bidding/selection, performance inspect. constr. admin., contract prep., and implementation.	
City of Arcadia Shelly Peacock, Sr. Capital Projects Manager (863)-494-4114 speacock@arcadia-fl.gov	2013-2015	CDBG-NR Successfully closed out project	\$700,000	Project is for water line and sewer line replacement & fire hydrants in City limits. The Guardian team provided grant planning, financial leveraging, application & admin, contract prep & implementation, conducting surveys, project inspections and financial management.	

Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
Town of Lake Placid Phil Williams Town Administrator (863) 699-3747 Pwilliams.townoflakeplacid@gmail.com	2006-2008	CDBG-NR Successfully closed out project	Over \$6,000,000 of funds were invested through CDBG and private investment	Project to build and/or improve water and sewer mains and roads, water treatment plant, water line improvements and repaving. The Guardian team provided funding research, grant writing and program administration and contract prep, implementation, financial layering expertise, project oversight, & financial management.	
Town of Lake Placid Phil Williams Town Administrator (863) 699-3747 Pwilliams.townoflakeplacid@gmail.com	2012-2014	CDBG-NR Successfully closed out project	\$650,000	Project was for water treatment plant improvements and wastewater lift station and needed road repaving. The Guardian team members provided funding research, grant writing, financial leveraging, and program administration, including contract prep/implementation, project oversight, and financial management for the grant.	
CDBG					
City of Eagle Lake Mr. Pete Gardner, City Manager, (863) 293-4141 citymanager@eaglelake-fla.com	2009-2011	CDBG-NR Successfully closed out project	\$700,000 of CDBG funds layered with local efforts, including a community budget issue request (CBIR)	Project was for new storm water facilities and retrofits in LMI neighborhoods. The Guardian team provided grant application, financial leveraging, administration & program oversight. Included contract preparation & implementation, and assistance with attendance at all audits and monitoring visits. Guardian provided grant writing services for a funded CDBG CR grant in 2012.	
City of Mascotte Marge Strausbaugh * Finance Manager City of Belleview (352) 245-7021 ext. 2117 *Ms. Strausbaugh has changed jobs, above is current contact info.	2007-2010	CDBG CR, CDBG HR, SRF, USDA Legislative Project Successfully closed out project	\$30,000,000 layered and invested	The NR project expanded their wastewater and drinking water systems, including new treatment and trunk mains. The Guardian team provided grant & loan writing, program management and layering expertise for CDBG HR, NR, SRF and USDA grants.	

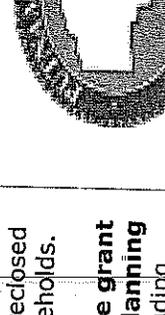
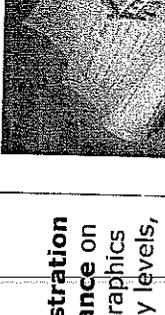
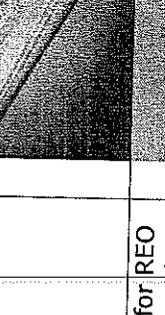
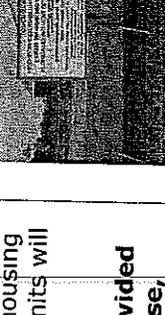
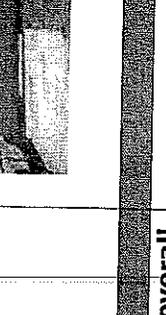
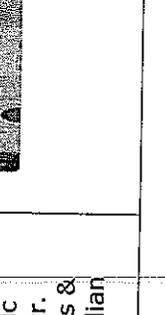
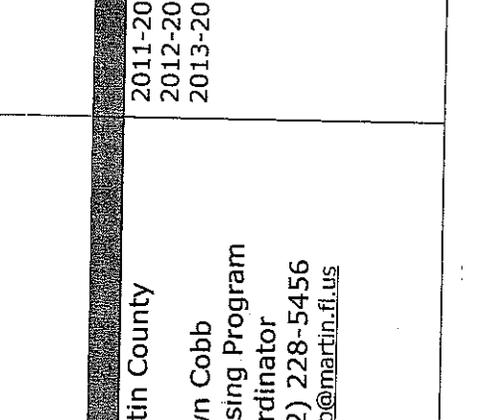
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
Osceola County Danicka Ransom Housing Manager (407) 742-8400 dran@osceola.org	2009-2011	CDBG-HR, SHIP Successfully closed out project	\$1,000,000 layered through SHIP and CDBG funds	Program addressed LMI/VLI homeowner rehab housing units. The Guardian team provided grant writing, program management, housing rehabilitation delivery services and financial layering expertise.	
City of LaBelle Michael Boyle, Superintendent of P. W., mboyle@citylabelle.com OR Ms. Mary Jo Wilson, Deputy City Clerk (863) 675-2872	2008-2011	CDBG-NR, USDA Water and Waste Loan-Grant (WWLG), SRF & private layering. Successfully closed out project	\$17,000,000+ of loans, grants, and developer contributions layered and invested.	Project was for new water treatment plant and well. The Guardian team provided grant/loan writing and research, grant-loan administration and technical support, and financial layering expertise on an hourly basis by task order, as needed.	
City of LaBelle Michael Boyle, Superintendent of P. W., mboyle@citylabelle.com OR Mary Jo Wilson, City Clerk (863) 675-2872	2007-2014	CDBG-ED, participating party funding Successfully closed out project	\$700,000 in CDBG funds leveraged with \$2.6 million.	Project was for building/site construction that included the installation of sewer lines and water facilities. The Guardian team provided grant/loan writing & research, grant-loan admin. & tech support, financial layering expertise.	
Martin County Dawn Cobb Housing Program Coordinator (772) 228-5456 dcobb@martin.fl.us	2007-2010	CDBG-NR	\$675,000 in CDBG funds leveraged with \$250,000 County funds	Project was for sewer lines and components along with new sewer hook-up. The Guardian team provided grant writing and program administration.	

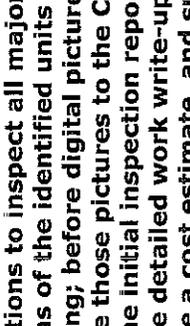
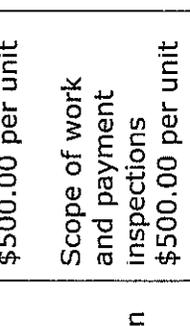
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
City of Palm Coast Beau Falgout, Senior Planner (386) 986-3796 bfalgout@palmcoastgov.com	2016- Current	Florida Division of Emergency Management Disaster Mitigation & Recovery	\$194,000	The Guardian team will provide housing specialist services including initial observation, writing scope of work, tech assistance as needed during income qualification, developing bid documents, monitoring and inspection of work for payment, etc.	
City of Riviera Beach Jeff Gagnon Planning and Zoning Administrator Department of Community Development City of Riviera Beach, FL (561)845-4037 (561)845-4038 Fax JGagnon@Rivierabch.com	2013-2015	CDBG - DRI Disaster Recovery \$1,105,745 Successfully closed out project	DRI funds in the amount of \$1,105,745	The City was awarded through Palm Beach County, under State of Florida's 2005 DRI Program, CDBG funds to implement a housing rehab program. The Guardian Team was contracted in 2013 to provide monthly status report tracking of current progress & stages of applications, including expenditures and reconciliation, review/process applications for assistance, perform eligibility determination, project delivery services, develop replacement cost & market value assessments to serve as basis of award, and perform analysis to demonstrate the practicality of proposed repair or mitigating project.	
Town of Lake Placid Phil Williams Town Administrator (863) 699-3747 Pwilliams.townoflakeplacid@gmail.com	2012- 2015	FEMA-Pre-Disaster Mitigation Grant Successfully closed out project	\$500,000 in funding will be invested in the Town for pre-mitigation projects.	Project will be used for building upgrades and modifications, generators and construction of waste-water treatment plant. The Guardian Team provides program administration, technical support and grant oversight.	

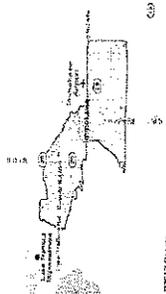
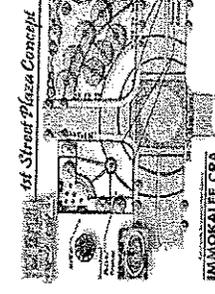
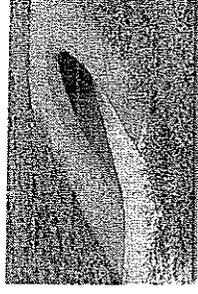
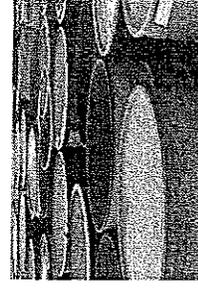
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Flagler County SHIP Housing Office</p> <p>Valerie Bradley, SHIP Administrator (386) 313-4037 vbradley@flaglercounty.org</p>	2011-2013	<p>Florida NSP3</p> <p>Successfully closed out project</p>	<p>\$1,029,844 to be invested through NSP3.</p>	<p>Project addressed properties for the acquisition/rehabilitation of eligible foreclosed properties to rent to qualified households. The County worked with local contractor(s) to rehab properties and then a Community Based Organization to manage the rental of said properties to low income families.</p> <p>The Guardian team provided program administration, training and technical support to staff, representation during site visits and monitoring, develop record/filing system for tracking grant activity, monitor for NSP compliance & construction oversight.</p>	
<p>Hernando County</p> <p>Ms. Veda Ramirez, Health & Human Services Manager, (352) 540-6791 vramirez@hermandocounty.us</p>	2009-2012	<p>Florida NSP1</p> <p>Successfully closed out project</p> <p>HUD - NSP3 (in process, on time, within budget)</p>	<p>\$5,644,384 in NSP1 will be invested in the community.</p> <p>\$1,953,975 in NSP3 will be invested in the community.</p>	<p>NSP1 & NSP3 funds are being used as financing mechanisms for REO property purchases, REO-LMMI direct purchase assistance, acquisition housing rehabilitation and VLI rental housing.</p> <p>The Guardian team members provide grant writing, financial leveraging, planning, and program management expertise. This includes developing the County's application and supporting the County through the review and approval process. Grants management includes procedures, RFQ's, training, ENVRR, reporting and compliance monitoring throughout the program. Grant services also include Housing Delivery in the form of needs assessments, bidding and inspections.</p>	
					

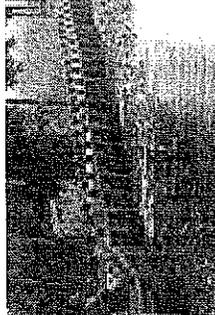
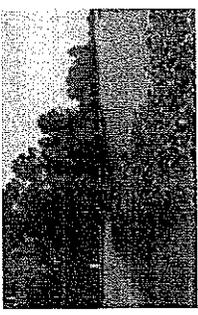
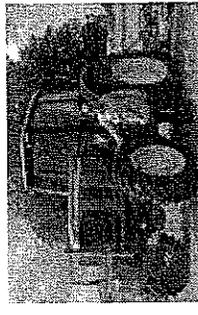
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Martin County</p> <p>Dawn Cobb Housing Program Coordinator (772) 228-5456 dcobb@martin.fl.us</p>	<p>2009-2013</p> <p>2011-2014</p>	<p>NSP</p> <p>Florida NSP1</p> <p>Successfully closed out project</p> <p>HUD - NSP3</p> <p>(in progress, on time, within budget)</p>	<p>\$4,300,000 will be invested through NSP and partner layering.</p> <p>\$3,200,000 will be invested through NSP3 and partner layering.</p>	<p>NSP1 funding to address the problem of foreclosed and abandoned properties in targeted areas of greatest need.</p> <p>The Guardian team members provided grant writing, planning, financial layering, and program management expertise; includes procedures, RFQs, training, ENVR, reporting and compliance monitoring and needs assessments, bidding and inspections are included.</p>	
<p>City of Palm Coast</p> <p>Beau Falgout, Senior Planner (386) 986-3796 bfalgout@palmcoastgov.com</p>	<p>2009-2013</p> <p>2011-2014</p>	<p>Florida NSP1</p> <p>Successfully closed out project</p> <p>HUD- NSP3</p> <p>(in progress, on time, within budget)</p>	<p>\$2,664,903 to be invested through NSP and partner layering.</p> <p>\$1,375,071 to be invested through NSP3.</p>	<p>Project for NSP1 & NSP3 funding for housing acquisition/rehabilitation program for sale to households with incomes less than 120% of AMI, direct purchase assistance and housing acquisition/ rehabilitation program for lease to households with incomes less than 50% of AMI.</p> <p>The Guardian team members provide grant writing / planning, financial layering, and program management services. This includes supporting the City through the review and approval process. Grant management includes procedures, RFQs, training, ENVR, reporting & compliance monitoring, Housing Delivery tech support in the form of review and monitoring of needs assessments, bidding and inspections.</p>	



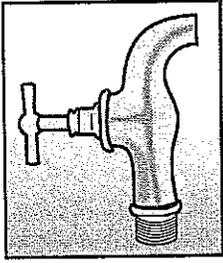
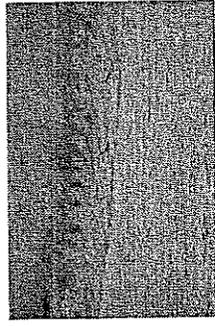
Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
Putnam County Rick Leary, County Administrator (386) 329-0212 r.leary@putnam-fl.com	2011-2013	Florida NSP3 (Successfully closed out project)	\$1,029,844 to be invested through NSP3.	Project was to use its NSP3 funds for the acquisition and rehab of eligible foreclosed properties to rent to qualified households. Guardian team members provide grant writing, leveraging expertise, planning and program management, including, but not limited to, reporting and compliance monitoring throughout the duration of the program. Guardian provides grant administration services to ensure grant compliance on items such as intake, tenant demographics and income qualifications, occupancy levels, and program income.	   
Osceola County Housing Office Danicka Ransom, Housing Manager (407) 742-8400 dran@osceola.org	2009-2013 2011-2014	Florida NSP1 (in progress, initial grant allocation expended on time, continuing PI expenditures, pending FDEO closeout) Florida NSP3 (in progress, on time, within budget)	Over \$20,000,000 of NSP1, private funding and Program Income will be invested in the community. Over \$4,000,000 in NSP3 funds and private layering will be invested in the community.	Project is for financing mechanisms for REO property purchases and REO-LMMI housing rehab. A minimum of 190 housing units will be addressed. The Guardian team members provided grant writing, leveraging expertise, planning, and program management. Including developing application & supporting the County through the review/approval. Grant mgmt. includes procedures, RFQ's, training, ENVRR, & compliance monitoring, Housing Delivery for needs assessments, bids/inspections.	  
Martin County Dawn Cobb Housing Program Coordinator (772) 228-5456 dcobb@martin-fl.us	2011-2012 2012-2013 2013-2014	SHIP In progress, currently contracted to administer all housing and CDBG programs	\$350,000 \$59,108 \$350,000	Guardian was contracted for the overall management/compliance of the County's Housing programs including SHIP & NSP beginning May 2014. Our responsibilities include; applicant intake, budget tracking, reports to FHIC & BOCC, inspections, SOW, bids, AHAC & public meetings, review/update LHAP, constr. rehab, training, pay request approvals & response to client/homeowner. Guardian also researches grant opportunities.	

Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Indian River County</p> <p>Arjuna Weragoda, Capital Projects Manager (772) 226-1834 aweragoda@ircgov.com</p>	<p>2011-2013</p>	<p>CDBG-NR and SHIP Match</p> <p>Successfully closed out project</p>	<p>\$750,000</p>	<p>Project is for new sewer lines and storm water mitigation in LMI neighborhoods.</p> <p>The Guardian team provided administration, financial leveraging, program oversight, contract preparation & contract implementation, assistance and attendance at all audits and monitoring visits.</p>	
<p>Indian River County</p> <p>Mr. Sasan Rohani, AICP Chief, Long-Range Planning 1801 27th Street Vero Beach, FL 32960 Phone: (772) 226-1250 Fax: (772) 226-1922 srohani@ircgov.com</p> <p>Indian River County</p>	<p>2014 -</p> <p>2014 -</p>	<p>SHIP Housing Program Inspection Services</p> <p>(ongoing by Task Orders, on time, within budget)</p> <p>SHIP Housing Program Inspection Services</p> <p>(ongoing by Task Orders, on time, within budget)</p>	<p>Initial inspection and write up \$500.00 per unit</p> <p>Scope of work and payment inspections \$500.00 per unit</p> <p>Initial inspection and write up \$500.00 per unit</p> <p>Scope of work and payment inspections \$500.00 per unit</p>	<p>The Guardian team provides initial inspections to inspect all major systems of the identified units including; before digital pictures and provide those pictures to the County with the initial inspection report, prepare detailed work write-up, prepare a cost estimate, and submit the work write-up and cost estimate to staff, conducts pre-bid walk-thru for rehabilitation contractors interested in bidding on the project, reviews bids submitted for the project and provides comments to staff, reviews and approves any change orders submitted for the project, visits the job and prepares a punch list of unfinished items for all completed jobs.</p> <p>Guardian also provides to the County documentation of notifications sent to Contractors and or Bidders, schedules and monitors all inspections in a timely manner and in accordance to contract and bid timelines.</p> <p>Completion of all inspection requirements conducted in accordance with HQS and Housing Plan requirements.</p>	  

Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
<p>Collier County</p> <p>Gino Satanbarbara Senior Grants/Housing Coordinator Community & Human Svcs. 3339 Tamiami Trail E. # 211 Naples, FL 34112-5361 239-252-2399 (office) 239-252-6396 (fax) ginosantabarbara@colliergov.net</p>	<p>2009-2017</p> <p>(current contract extends thru Sept. 2017, on as-need basis by task order)</p>	<p>Other</p> <p>Tax Increment Financing (TIF), SRF, USDA, EDA, Special Appropriation, MSTU, TIF, DRI, DREF, HOME and local County Funds.</p> <p>(in progress, by Task Orders and projects)</p>	<p>Over \$7,000,000 in various funds will be layered and invested.</p>	<p>The Guardian team provides strategy writing, program management and financial layering expertise throughout the contract period. Guardian researched and wrote a CRA-wide flood control and water quality master plan. The program included Guardian assisting the City with identifying multiple sources of funding for this large project, including Water Management District Funds, State Revolving Funds (SRF), USDA, CDBG, EDA, appropriations and other federal, state and private funds.</p> <p>Guardian was engaged to develop a Capital Projects Plan. This required extensive research, community outreach, and attendance at various meetings. The final deliverable provided to the client detailed the most important Capital Projects as identified by the County.</p>	  
<p>Collier County</p> <p>Rosa Munoz, Grant Management Coordinator 3299 Tamiami Trail E. #211 Naples, FL 34112 (239) 252-2273 LisaOlien@colliergov.net</p>				<p>Guardian using the preceding Capital Projects Plan, gathered public input and identify the top five projects. Guardian has completed a detailed funding guide for each of these five projects, including research & our recommendation on how to win grants and acquire low-interest loans in prep for presentation to the BOCC.</p> <p>Guardian was awarded additional work orders for: conducting program assessment & developing a policy/procedure manual of the DRI/DREF Program, Grant cross-cutting policy/procedures manual for federal grant requirements and environmental reviews of the County's capital projects. Guardian is also under contract to conduct ongoing Environmental Reviews for various other County projects and other grant policy/procedures manuals.</p>	<p>Collier County Community Redevelopment Act</p> <p>IMMOKALEE CRA</p> <p>The Place to Call Home!</p>  

Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
Spring Lake Improvement Dist. (SLID) Joe DeCerberbo District Manager 115 Spring Lake Blvd. Sebring, FL 33876 (863) 655-1715 (863) 655-4430 FAX idecerbo@springlakefl.com	2014-2017	FDEP 319 Grant (#1) \$624,000 FDEP 319 Grant (#2) \$624,000 SRF Funds \$2,876,000 Approved Legislative Appropriate Request approved for \$416,000 (All projects in progress)	Phase I Project is \$4+M SLID match of \$415,999.96	Project is for a multi-phase Storm Water Management Project The Guardian team was contracted by the District to administer the funds for the large storm water improvement plan. Guardian's responsibilities include but are not limited to: develop compliance schedule, design and set up grant file system, update the file system and organize all program data, provide quarterly update and monitor files for audit readiness, liaison with Engineer and Contractor and act as funding advisor to Executive Director on all programs. Guardian prepares Quarterly and MBE/WBE reports. Tracks and monitors expenditures including required match and time sheets. Develops Request for Reimbursement and compiles and checks backup documentation. Conducts Federal Funding Accountability and Transparency Act compliance guidance and monitoring. Monitors and provides support on procurement compliance and insurance compliance. Provides guidance and monitors Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act during construction contract. Monitors work plan progress; coordinates change orders for grant compliance. Monitors & checks for debarment/suspension of all contractors/subcontractors. Develops/submit award amendment requests when appropriate. Develops final closeout report. Guardian provided grant research/application services for new FDEP grant and SRF loan opportunities, in addition to other applicable federal, state and other loan application.	    



Local Government	Fund Year	Type of Grants	Funded Amount	Scope	Project
		Other			
City of Sebring Scott Noethlich, City Administrator 368 S. Commerce Ave. Sebring, FL 33870 (863) 471-5100 scottnoethlich@mysebring.com	2016	Grant Compliance Assistance Services		Work orders for Clean Water State Revolving fund and Drinking Water State Revolving Fund	
City of Deltona Chris Bowley, AICP Director, Planning and Development Services (386) 878-8602 cbowley@deltonafl.gov	2016-2017	Grant Writing Services	New Contract	Grant Writing Services per work order	

PROFESSIONAL CLIENT REFERENCES

ACTIVE & RECENTLY CLOSED PROJECTS

<p>Danicka Ransom Housing Manager (407) 742-8418 (407) 742-8431 FAX Osceola County 330 N Beaumont Ave Kissimmee, FL 34741 dran@osceola.org</p>	<p>Arjuna Weragoda Capital Projects Manager (772) 226-1834 Indian River County BOCC 1801 27th Street Vero Beach, FL 32960 aweragoda@ircgov.com</p>	<p>Phil Williams Town Administrator (863) 699-3747 Town of Lake Placid 311 W. Interlake Blvd. Lake Placid, FL pwilliams.townoflakeplacid@gmail.com</p>
<p>NSP1, NSP 3, CDBG-HR, SHIP</p>	<p>Research, application, admin. for: CDBG-NR, and SHIP</p>	<p>CDBG-NR and FEMA</p>
<p>Joe DeCerbo District Manager (863) 655-1715 (863) 655-4430 FAX Spring Lake Improvement Dist. 115 Spring Lake Blvd. Sebring, FL 33876 jdecerbo@springlakefl.com</p>	<p>Beau Falgout, Senior Planner (386) 986-3796 (386) 986-2590 FAX City of Palm Coast CDD 160 Cypress Point Parkway Suite B-106 Palm Coast, FL 32164 bfalgout@ci.palm-coast.fl.us</p>	<p>Valerie Bradley SHIP Administrator (386) 313-4037 (386) 313-4176 FAX Flagler County BOCC Financial Services Office 1769 E. Moody Blvd, Bldg. 2 Bunnell, FL 32110 vbradley@flaglercounty.org</p>
<p>FDEP 319, SRF Funds, Legislative Appropriate Request</p>	<p>CDBG-HR, NSP1, NSP3</p>	<p>NSP 3</p>
<p>Julian Deleon City Manager (863) 452-4413 City of Avon Park 110 E Main St Avon Park, FL 33825 jdeleon@avonpark.cc</p>	<p>Dawn Cobb Housing Coordinator (772)-288-5497 Martin County 2401 SE Monterey Rd Stuart, FL 34996 dcobb@martin.fl.us</p>	<p>Mary Jo Wilson Deputy City Clerk OR Michael Boyle, Superintendent Public Works (863) 675-2872 (863) 675-7271 FAX City of LaBelle- PO Box 458, LaBelle, FL 33975 maryjowilson@citylabelle.com michaelboyle@citylabelle.com CDBG-NR, CDBG-ED,ARRA SRF</p>
<p>CDBG-CR, HR</p>	<p>NSP1, NSP3, SHIP admin and project delivery (ongoing)</p>	
<p>Shelly Peacock, Sr. Capital Projects Manager (863)-494-4114 City of Arcadia 23 N. Polk Ave. Arcadia, Fl. 34266 speacock@arcadia-fl.gov CDBG-HR, CDBG-NR</p>	<p>Veda Ramirez Health & Human Srv. Mgr, (352) 540-6791 Hernando County 20 N. Main Street, Rm. 161 Brooksville, FL 34601 vramirez@hernandocounty.us NSP1, NSP3, CDBG-NR</p>	<p>Robert Diefendorf Jr. Engineering Depart. (863) 402-6548 Highland County 505 S. Commerce Avenue Sebring, Florida 33870-3869 Rdiefend@hcbcc.org CDBG-NR</p>

Thomas A. Smith
Commissioner

Daniel W. Akin
Commissioner



David A. Lyons
Mayor

Gregory D. Bone
Commissioner

Hilda L. Zimmerly
Commissioner

April 1, 2015

RE: Guardian CRM, Inc.

To whom this may concern:

The City of Labelle has had the pleasure of working with Guardian CRM, Inc., for the last seven (7) years on administering several projects totaling over \$15 million in federal and state grants and loans coupled with public and private leveraging for Economic Development, State Revolving Loan and USDA RUS Grant and Loan programs.

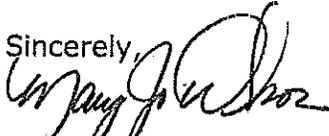
Currently, the Guardian team has been hired by the City to develop a CDBG-Neighborhood Revitalization grant application for FFY2014 and a potential CDBG Economic Development project and subsequent grant application.

During the time that Guardian has worked for the City of Labelle and for our residents their team has provided a level of service that exceeded our expectations and this industry's standards. Each member of the Guardian team is a professional, who responds promptly to requests, questions and concerns. They communicate and share information with me and my staff on a regular and consistent basis, including keeping us apprised of any changes in program rules and regulations in a timely manner. We can count on them to be a liaison to FDEO and other funders and to prepare responses to every funding agency's questions allowing me and my staff to do our work. The team goes above and beyond in order to help the City to achieve its goals and to look towards the future in securing potential funding resources for our community.

The Guardian team has developed a strong relationship with the City of Labelle. I am very pleased and impressed with the commitment that Guardian has made to us, our community and to our projects. I continue to look forward to working with them on current and future projects and am pleased to provide this letter of reference for Guardian CRM, Inc.

Please do not hesitate to contact me should you need further verification of our support for Guardian.

Sincerely,


Mary Jo Wilson
Deputy City Clerk

City of LaBelle
P.O. Box 458 LaBelle, Florida 33975 Phone (863) 675-2872 Fax (863) 675-0036
www.citylabelle.com

SpringLake

IMPROVEMENT DISTRICT

115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

June 4, 2015

To Whom It May Concern:

Since 2014, Guardian has worked in strong cooperation with the Spring Lake Improvement District involving several infrastructure projects totaling over \$4,000,000 in federal and state grant funding. The Guardian team has consistently provided District staff with excellent and professional public grant/loan program management services ranging from technical assistance, planning and administration of multiple, complicated federal and state grant and loan programs

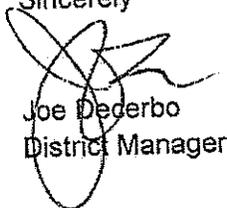
The expertise and experience that Guardian has demonstrated includes all of our grant compliance needs from research, planning, grant writing, guiding staff, design engineers and contractors, monitoring applicant and contractor compliance, financial monitoring, funder reporting, review and drafting of funding policies and agenda materials and negotiating with funder to get amendments and release of funds needed to move the project to construction.

In 2014, Guardian was contracted by the District to complete an administration of FDEP Section 319 Non-point source funding for a large stormwater improvement plan project. Subsequently they have been rehired for administration of Clean Water State Revolving Funds for stormwater treatment. They also helped the District negotiate for additional 319 funding for the project, reducing the debt service. They were able to secure a State Revolving Fund loan of less than 1% interest at a twenty year term, reducing the debt service even further for our landowners. Guardian is now working with the District on financing options for a replacement Wastewater Treatment Plant

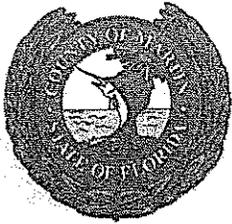
The Spring Lake Improvement District appreciates the support and service of the Guardian team. They consistently keep us apprised of changes necessary to meet funder requirements and related changes in program rules and regulations in a timely manner. We are pleased with the level of commitment and expertise Guardian has provided the District

Please feel free to contact me should you need further verification of our support and satisfaction with the Guardian team. We look forward to working with them on future projects.

Sincerely



Joe Dederbo
District Manager



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

Telephone: 772 288 5497

Email: kfreeman@martin.fl.us

DOUG SMITH
Commissioner District 1

ED FIELDING
Commissioner, District 2

ANNE SCOTT
Commissioner District 3

SARAH HEARD
Commissioner District 4

JOHN HADDOX
Commissioner District 5

TARYN KRYZDA, CPM
County Administrator

MICHAEL D. DURHAM
County Attorney

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

October 30, 2015

To Whom This May Concern:

It is my pleasure to provide a professional letter of reference for Guardian Community Resource Management, Inc. as a full-service grant management firm. Guardian CRM has worked in great cooperation with the County for over an eight year period on numerous affordable housing and community development projects totaling over 300 units and \$6,500,000 in grant funding.

Their team has consistently provided our staff with timely and accurate technical support on projects that included everything from the acquisition, rehabilitation, and resale or rental of homes to income qualifying homebuyers and tenants. Part of the full-service management services that Guardian provides also includes but is not limited to; research, grant writing, leveraging, and advertisement, attendance at public/community meetings, bidding, inspections and monitoring of all rehabilitation work for both single and multi-family units and community development projects involving environmental reviews and oversight.

Guardian's knowledge and expertise with federal and state funded grants/loans has been and continues to be a tremendous asset to our staff and our County overall. Their staff keeps in direct contact with the funding agency, attend trainings and webinars to ensure that our County is always in complete compliance, on target and within budget, and that our staff is always aware of any updates, changes or challenges that may arise regarding our projects.

The Guardian Team has developed a strong and respected relationship with Martin County and continues to keep us apprised of new opportunities, program and rules changes in a timely manner. Throughout the year they respond to inquiries on new programs, and assist us in responding to questions from funding agencies.

We are very impressed with the level of commitment by each of the Guardian team members. Thanks to Guardian's experience and expertise with federal and state grant/loan funded programs our county has remained competitive on new grants and has no findings or concerns on any project.

Please let me know if you should need further verification of our recommendation of Guardian CRM, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Freeman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin Freeman
Community Development Director

Board of County Commissioners

Hernando County



HEALTH & HUMAN SERVICES

(352) 540-4338

(352) 540-4339 Fax

www.hernandocounty.us/HealthandHumanServices

20 N. Main Street, Room 161
Brooksville, FL 34601-2817

July 9, 2014

To Whom It May Concern:

Guardian CRM was contracted for grant administration and management services for our NSP1 program and was also awarded a contract to perform the same services for NSP3. Our NSP1 award was for \$5.6 million and our NSP3 award was for \$1.9 million. Each project was for direct purchase assistance for eligible homebuyers and included a VLI rental component for our set-aside funds as required.

The contract services included but were not limited to; coordination of community input, public meetings; research state and federal regulations, issues, concerns related to the NSP/NSP3 programs; maintaining all financial records, budgets; maintaining all client files and grant documentation; preparation of all monthly/quarterly reports, RFF and other required state and federal documentation. Guardian was also tasked with the responsibility for Section 3 reporting and vetting all business applicants and individual homeowner applications; responsible for holding orientations with staff for potential homeowners and business partners; providing technical assistance and guidance to county staff and vendors; providing sample forms necessary for implementation of the program; responsible for work write ups and oversight of all rehabilitation construction and related payments and releases of liens; responsible for all preparations and solicitations for bids, preparing for and present for all DCA monitoring and site visits; preparing our NSP/NSP3 application and supplemental NSP/NSP3 plans; development of homeowner & business applications; responsible for environmental review records, and the preparation of maps for the AGN.

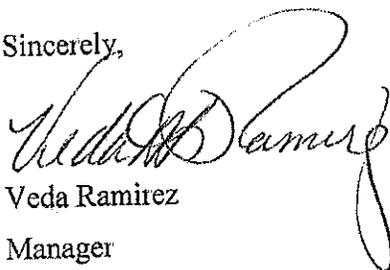
We feel it is important that we list the many diverse duties and tasks that the Guardian team performs to show that they have truly been a full-service grant management firm. The Guardian team works in complete cooperation with our staff, supporting and educating us along the way.

The Guardian team has always been accessible to staff, working weekends, holidays, and after hours. Their commitment to us as their clients was evident.

Thanks to Guardian, Hernando County was the first state-funded NSP1 program to be ready for close out, with a successful project of sixty-five (65) new homeowners and twenty five (25) rentals, for a total of ninety (90) homes purchased and occupied with new owners and tenants. Our NSP1 project has had no monitoring findings and has received high praises from FDEO and HUD officials. In addition, the County contracted with Guardian to write our application for CDBG-Neighborhood Revitalization grant, of which, the County was funded last year and the project was completed on time, within budget and with no monitoring findings.

Thank you for allowing us to share in our overwhelming satisfaction of Guardian Community Resource Management Inc. Please feel free to contact me should you need further verification of our support.

Sincerely,

A handwritten signature in cursive script, appearing to read "Veda Ramirez". The signature is written in black ink and is positioned above the printed name and title.

Veda Ramirez

Manager

**INDIAN RIVER COUNTY
DEPARTMENT OF UTILITY SERVICES
1801 27th Street, Vero Beach, Florida 32960**



June 1, 2012

To Whom It May Concern:

As the Capital Projects Manager for Indian River County Utilities Department, I am working with Guardian Community Resource Management Inc. (Guardian) on Indian River County's CDBG Neighborhood Revitalization (NR) program. Guardian has also worked with the County on a previous and successfully implemented CDBG NR program. The total project dollars invested in the community exceeded \$1.7 million between the two projects, including County leverage invested.

On the current project, the Guardian team of professionals provided grant writing services to secure funding for the West Wabasso Sewer and Drainage Improvement Project, Phase 1. They are now providing grant administration and consulting for this same project.

Guardian's level of service consistently exceeds the standards in this industry. Guardian team members have strong technical backgrounds, unique skill sets and a wide range of grants management experience. Each Guardian professional is committed to our success and has proven to be a good steward of taxpayer dollars. The Guardian staff members are accessible and responsive to questions and issues that arise during the daily operations of this project. They have provided timely and accurate technical support to my staff in addition to draft reports and numerous other reporting items. Each Guardian team member has consistently been knowledgeable and professional in their dealings with funders, vendors, county staff, contractors and all participating parties. They are very thorough in what they do, ensuring that all federal and state requirements are being met by all parties involved.

I am pleased to recommend Guardian without hesitation or reservation.

Sincerely,

Michael C. Hotchkiss, P.E.
Capital Projects Manager



May 4, 2012

To Whom It May Concern:

Human Services

330 N Beaumont Ave
Kissimmee, FL 34741
Tel: (407) 742-8400
Fax: (407) 742-8431

Celestia McCloud
Human Services Manager

Guardian has worked in great cooperation with our staff over a 4 year period on three separate affordable housing projects totaling 100 plus units and over \$20,000,000 in grant funding. They provided technical guidance to the County on the County becoming an entitlement entity. They have also provided timely and accurate technical support to us on projects that involved everything from the acquisition, rehabilitation, and resale or rental of homes to income-qualified homebuyers / tenants. They have monitored the rehabilitation of both single and multi-family units, and are knowledgeable and professional in their dealings with applicants, the funders, County staff, vendors, contractors, and all participating parties. Their housing inspectors are skilled in what they do, as are their grant administrators, and are good stewards of taxpayer dollars.

Danicka Ransom
Housing Manager

The Guardian team has developed a strong relationship with us and kept us apprised of changes in program rules and regulations in a timely manner, and assisted us with responding to every funding agency's questions. We are very impressed with the commitment Guardian made to us and to the program as a whole. In concert with Guardian, our Team has been able to implement multiple complex housing programs under very tight deadlines, and implement them properly and within the rules, with no findings and no concerns on any project.

Keisha Cyriaano
CDBG Program Manager

Guardian has been with us every step of the way. We sincerely appreciate all the extra efforts from each member of Guardian and look forward to working with them on future projects.

Tommie Maldonado
Veteran's Services

Sincerely,

Danicka Ransom
Housing Manager



Town of Lake Placid

311 WEST INTERLAKE BLVD. • LAKE PLACID, FLORIDA 33852-9662
TELEPHONE (863) 699-3747 • FAX (863) 699-3749

May 25, 2012

To Whom It May Concern:

I am pleased to provide this letter of reference for the professional team of Guardian Community Resource Management, Inc. The outstanding staff of professionals at Guardian has provided services such as grant writing and grant administration to the Town of Lake Placid and have time and time again exceeded our expectations and needs.

The team at Guardian has proven to be prompt and professional when working with the Town of Lake Placid staff, citizens and state/federal funding agencies.

Our positive experience working with Guardian can allow us to recommend the services that this team can provide to you and your community for grant administration and consulting services.

Sincerely,

Arlene Tuck, Town Clerk

Town of Lake Placid



SEBRING REGIONAL AIRPORT

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870
(863) 655-6444
FAX (863) 655-6447
SUNCOM 742-6444

December 30, 2010

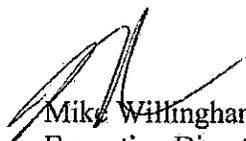
To Whom It May Concern:

Corbett Alday, CEO, Guardian CRM, Inc. has assisted with the development and management of over five million dollars of grant program funding for the Commerce Park at Sebring Regional Airport. Mr. Alday was responsible for all phases of the Commerce Park grant funding from the research up to and including the program management. The Grant project involved many forms of infrastructure such as water, sewer, storm water, roads, and site development.

As with any project, many challenges invariably come up during the development process. I found Mr. Alday to be very knowledgeable and his focus was to accommodate the needs of his client. I can recommend Mr. Alday without hesitation or reservation.

Should you require further information, please do not hesitate to contact me personally. My email address is Mike@sebring-airport.com

Sincerely,


Mike Willingham
Executive Director

/vs

E-MAIL: admin@mail.sebring-airport.com • WEBSITE: <http://www.sebring-airport.com>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2016

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

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

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Michele Crifasi PHONE (A/C. No. Ext): (863)688-5495 E-MAIL ADDRESS: michele.crifasi@stahlinsurance.com	FAX (A/C. No.): (863)688-4344
	INSURER(S) AFFORDING COVERAGE	
INSURED Guardian Community Resource Management Inc 3020 Bruton Rd Plant City FL 33565	INSURER A: Southern Owners Insurance Co	
	INSURER B: FFVA Mutual Insurance Co	
	INSURER C: United States Liability Ins Co	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 10190

COVERAGES

CERTIFICATE NUMBER: 16/17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCUI Coverages Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20154809	5/3/2016	5/3/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20154809 Hired & Non-Owned Auto Only	5/3/2016	5/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			4657373401	5/3/2016	5/3/2017	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC84000183642016A	1/2/2016	1/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			SP1014974H	4/13/2016	4/13/2017	General Aggregate 2,000,000 Each Occurrence 1,000,000

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

RE: Grant Writing Services per RFQ# 16004

City of Deltona, a municipality of the State of Florida is an additional insured in regards to the General liability. *30 day notice of cancellation is provided by the insurance company with a 10 day notice for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Deltona 2345 Providence Blvd Deltona, FL 32725	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 Gerald Powell/CRIFAS
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ACORD 25 (2014/01)

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INS025 (201401)

EXHIBIT A



Fee Schedule

Guardian Community Resource Management, Inc. will provide Davis Bacon and FDOT Grant Compliance Monitoring Services including all forms and reports and related documentation to ensure that the City of Deltona is in compliance with all funder rules and requirements.

Fee Schedule for Davis Bacon & FDOT Grant Compliance Monitoring Services for ongoing public grant, loan or other funding opportunities for FFY2016-2017:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc. by the hour):

Hourly Rates for Additional Services, When and If Applicable

Grant Contracts Manager, Principal	\$140/hour
Grant Projects Manager, Officer	\$125/hour
Project Coordinator or Technical Support Specialist	\$115/hour
Project or Construction Manager	\$100/hour
Legislative Liaison or Public Relations Manager	\$100/hour
Grants Administrator, Project Coordinator, Sub-Consultant	\$90/hour
Grant Writer, Planner or Accountant	\$90/hour
Grants or Program Specialist or Technical Assistant	\$90/hour
Office Manager/Grants Assistant/Case or Financial Clerk	\$60/hour

*'The most valuable assets we have are our references, not our contracts.
Take care of our clients and the contracts and invoices will come.'*

J. Corbett Alday, VP, COO