



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 5, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor T.L. Jackson, DeLand Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Proclamation, Kids to Park Day.
3. Proclamation, MainStreet DeLand Association 40th Anniversary Day.
4. Proclamation, National Police Week.
5. Proclamation, National Historic Preservation Month.
6. Proclamation, Municipal Clerks Week.
7. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution Approving FY 2024-2025 Budget Amendment.
Presentation of a budget amendment for FY 2024/2025.
2. Consideration re Award of Bid for Backflow Device Testing, Certifications and Repairs for the City of DeLand FY 25-26.
Staff recommends that the City Commission award the bid for Backflow Device Testing, Certification and Repairs for the City of DeLand to Aaron's Backflow in the amount of \$232,247.
3. Consideration re Change Order #1 for Lead and Copper At-Risk Population Material Investigation Services.
Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services for the investigation of service lines of unknown materials within the distribution system for the Lead Service Line Inventory.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-06, Abandoning 0.198 Acres of Right-of-Way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat.

Second Reading of Ordinance Abandoning 0.198 Acres of Right-of-way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat.

NEW BUSINESS

1. Consideration re Interlocal Agreement with Volusia County for use of Opioid Settlement Funds.

Approval of the interlocal agreement between the City and County assigning use of the City's opioid settlement funds to Volusia County.

2. Resolution Designation of Alternate City Representative to Volusia County Opioid Advisory Board.

Approval of resolution designating an alternate to serve in the absence of the City's current appointed member of the Volusia County Opioid Abatement Funding Advisory Board.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re Volusia-Flagler TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: April 22, 2025

SUBJECT: City of DeLand Super Star Student of the Month - May

For the May 5, 2025 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Karlos Tenerife

Chisholm Community Center After School Program: Rylee Ward

Citrus Grove Elementary: Brealyn Evans

DeLand High School: Mark Higbee

DeLand Middle School: George Chase Philips

DeLand PAL: No submission

DeLand Police Cadet: No submission

DeLand Preparatory Academy: Anthony Aziz

Freedom Elementary: Aryan Rahman

George Marks Elementary: Camryn West

Southwestern Middle School: Adelyn Reese

St. Barnabas: Rhett Parker

St. Peter's Catholic School: No submission

Starke Elementary: Lauryanna Katheryn Herra Soria

Stetson Baptist: No submission

TOP Academy: No submission

Woodward Avenue: Alejandra Jusick



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, May 17, 2025, is the fifteenth Kids to Parks Day organized and launched by the National Park Trust and held annually on the third Saturday of May; and

Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

Whereas, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

Whereas, Kids to Parks Day will recognize the importance of responsible recreation while enjoying the benefits of the outdoors.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, May 17th, 2025 as:

Kids to Parks Day

in the City of DeLand and urge all citizens to make time to take the children in their lives to a neighborhood, state, or national park.

Done and proclaimed this 5th day of May 2025.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND
Volusia County, Florida

Proclamation

Whereas, this year marks the 40th Anniversary of the MainStreet DeLand Association, first initiated in 1985 to revitalize and preserve DeLand's historic downtown; and

Whereas, the mission of MainStreet DeLand is to preserve and enhance what makes DeLand a great place and to promote programs that envision the heart of DeLand being the economic and cultural center of a thriving small town community; and

Whereas, MainStreet DeLand has built upon downtown's historic architecture, personal service, traditional values and most of all, a sense of place, to rekindle entrepreneurship, downtown cooperation and civic concern; and

Whereas, MainStreet DeLand staff, Board of Directors and countless volunteers have contributed to thousands of hours towards preserving and enhancing DeLand's downtown; and

Whereas, Mainstreet DeLand has garnered national recognition for its excellence, including being named a Great American Main Street by the National Trust for Historic Preservation, a testament to its outstanding effort and impact; and

Whereas, MainStreet DeLand supports local businesses, artists, and entrepreneurs through initiatives that celebrate the unique character of DeLand, making it a shining example of community-driven success; and

Whereas, the 40th Anniversary of MainStreet DeLand marks a significant milestone in its legacy of service, resilience, and dedication to preserving the heart of our historic downtown.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim Monday, May 5, 2025 as

MainStreet DeLand Association 40th Anniversary Day

in the City of DeLand and urge all citizens to join me in recognizing MainStreet DeLand for the many contributions made in the preservation of our downtown. We extend our sincere congratulations on this 40th Anniversary and wish MainStreet DeLand continued success in its efforts to make downtown DeLand a better place to live, work and play.

Done and proclaimed this 5th day of May 2025.

Attest

Christopher M. Cloudman, Mayor

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND
Volusia County, Florida

Proclamation

Whereas, in 1962, National Police Week was created as a joint resolution of Congress, signed by then President John F. Kennedy empowering the President to issue a proclamation inviting people to observe such period, with appropriate ceremonies and activities, as a tribute to the men and women who, night and day, stand guard in our midst to protect us through enforcement of our laws and to honor those who have lost their lives in service to the community; and

Whereas, May 11-17 has been designated as National Police Week and it is important that all our citizens honor those who serve and protect our City in the law enforcement field; and

Whereas, there are more than 800,000 sworn law enforcement officers now serving in the United States, which is the highest figure ever and 65 sworn law enforcement officers serving this City; and

Whereas, those who have fallen in the line of duty deserve our greatest appreciation and devotion for giving all they could, by giving of their lives, and we set aside this special week in memorial and thanksgiving.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the week of May 11-15, 2025 as

National Police Week

in the City of DeLand and urge all citizens to pause to remember the brave men and women who have made the ultimate sacrifice in the name of law enforcement, and also those who so bravely chose this way of life to defend the rights and safety of our residents.

Done and proclaimed this 5th day of May, 2025.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Preservation Month began as National Preservation Week in 1973 and in 2005 the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states; and

Whereas, with the establishment of a complete Historic Preservation program, the City of DeLand achieved Certified Local Government (CLG) status in 1995 in accordance with requirements of the State of Florida's Division of Historical Resources; and

Whereas, DeLand is known for its wonderful historic resources and aims to maintain them well into the future so that new generations are able to enjoy the past; and

Whereas, DeLand continues to discover and celebrate the city's diverse cultural heritage found in irreplaceable places that hold the stories of all its residents, and recognizes that its residents are willing to participate with the city in the preservation of our combined historic resources; and

Whereas, May is National Historic Preservation Month, and in recognition of this month, the Historic Preservation Board plans to celebrate by completing a Historic Resource Survey, funded by a Small Matching Grant from the State of Florida, Division of Historical Resources, implementing a historic marker program for properties listed on the Local Registry of Historic Places, and partnering with MainStreet DeLand and West Volusia Historical Society, to promote notable historic structures within our city, via social media and print publications.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim May 2025 as:

National Historic Preservation Month

in the City of DeLand and urge all citizens of DeLand to join their fellow citizens in recognizing and participating in this special observance.

Done and proclaimed this 5th day of May 2025.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk – Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Municipal Clerks Week

May 4 through May 10, 2025

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby recognize the week of May 4 through May 10, 2025, as Municipal Clerks Week, and further extend appreciation to our City Clerk, Julie Hennessy and Interim City Clerk, Julia Hewitt and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Done and proclaimed this 5th day of May 2025.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is fortunate to have so many dedicated employees who have served the DeLand community for many years. To honor these outstanding employees, the City Commission presents them with a plaque.

10 Years of Service

Julia M. Hewitt, City Clerk's office

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission presents the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Resolution Approving FY 2024-2025 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: RESO FY24-25 Budget Amendment, FY24-25 May Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, April 27, 2025

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual expenditures to date. The amendments proposed are primarily revisions to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund	\$433,873
Water & Sewer Fund	\$334,821
Airport Fund	\$119,188
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 24/25 budget as presented.

BACKGROUND/DISCUSSION:

The significant budget amendment in the Governmental Impact Fees Trust fund is for AED Upgrades (\$49,319) and 6 Downtown Cameras (\$60,900).

The significant budget amendment in the Capital Projects Fund is for Spec Martin Drainage Improvements (\$647,044).

The significant budget amendment in the Water & Sewer Fund is for WTP #10 Project A Well Site Land (\$90,940).

The significant budget amendments in the Water and Wastewater Trust Funds are for Volusia County water and sewer connection charges for Yardly DeLand Crossing (\$50,372 and \$128,100, respectively).

The significant budget amendment in the Airport Fund is for the Hangar Electrical Improvement Design (\$175,000).

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GOVERNMENT IMPACT FEES TRUST FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WASTEWATER TRUST FUND, AIRPORT FUND AND STORMWATER FUND FOR THE FISCAL YEAR 2024-2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2024-2025; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The budget of the City of DeLand for fiscal year 2024-2025 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		55,346,785	737,563	0	56,084,348
	Other Sources				
001-0000-369-900	MISCELLANEOUS REVENUE	161,730	8,500	0	170,230
001-0000-380-000	USE OF RESERVES	3,924,271	673,813	0	4,598,084
001-9999-381-450	TRANSFER FROM STORMWATER FUND	0	55,250	0	55,250
EXPENDITURES		55,346,785	847,783	110,220	56,084,348
	City Commission				
001-0100-549-100	OTHER OBLIGATIONS	6,250	8,500	0	14,750
	Fire				
001-1222-546-300	A/C MAINTENANCE	6,825	1,738	0	8,563
001-1222-546-400	EQUIPMENT MAINTENANCE	84,021	0	1,738	82,283
001-1222-552-200	OPERATING CAPITAL	107,000	21,000	0	128,000
	Police				
001-1226-541-100	CELL PHONES/PAGERS	0	7,332	0	7,332
001-1226-549-100	OTHER OBLIGATIONS	22,795	13,400	0	36,195
001-1226-552-200	OPERATING CAPITAL	9,426	4,700	0	14,126
	Public Works Admin				
001-1301-552-200	OPERATING CAPITAL	1,000	113,300	0	114,300
	Conrad/Melching				
001-1412-546-100	BUILDING MAINTENANCE	13,200	4,000	0	17,200
	Contingency				
001-9990-999-100	CONTINGENCY	458,605	0	24,732	433,873
001-9990-999-200	RESERVE CONTINGENCY	421,977	0	21,000	400,977
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	5,156,515	673,813	62,750	5,767,578

GOVERNMENT IMPACT FEES TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,762,062	110,219	0	1,872,281
	Impact Fee Revenue				
170-0000-380-130	USE OF RESERVES - GEN GOV"T	0	110,219	0	110,219
EXPENDITURES		1,762,062	110,219	0	1,872,281
	General Government				
170-0106-552-200	OPERATING CAPITAL	0	49,319	0	49,319
170-0106-665-000	SUBSCRIPTION ASSETS	0	60,900	0	60,900

GRANT AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,071,311	40,375	40,375	3,071,311
	Grant Revenue				
190-0000-334-900-CD2504	DOWNTOWN SUPPORT HISTORIC RESOURCE SURVE	0	40,375	0	40,375
190-1118-334-900-CD2504	DOWNTOWN SUPPORT HISTORIC RESOURCE SURVE	40,375	0	40,375	0
EXPENDITURES		3,071,311	0	0	3,071,311

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		15,285,881	673,813	118,000	15,841,694
	Other Sources				
300-9999-381-001	TRANSFER FROM GENERAL FUND	5,156,515	673,813	62,750	5,767,578
300-9999-381-450	TRANSFER FROM STORMWATER FUND	78,236	0	55,250	22,986
EXPENDITURES		15,285,881	736,987	181,174	15,841,694
	Information Technology				
300-0110-664-000-IT2503	NEW WINDOWS SERVER - PHONE SERVER	6,300	14,000	0	20,300
	Fire				
300-1222-664-000-FR2407	HEAVY RESCUE	23,649	2,884	0	26,533
300-1222-664-000-FR2502	ZOLL X SERIES ADV MONITOR DEFIB	67,000	0	2,884	64,116
300-1222-664-000-FR2511	HEARING ACCOMMODATION UNIT	0	12,769	0	12,769
	Police				
300-1226-664-000-PD2411	CID - CHEVY MALIBU OR SIMILAR SEDAN	37,943	19,790	0	57,733
300-1226-664-000-PD2503	REPLACE HVAC IN GYM	13,750	0	4,700	9,050
300-1226-664-000-PD2504	PATROL SERGEANT SUV 1 OF 2	78,196	0	8,000	70,196
300-1226-664-000-PD2505	PATROL SERGEANT SUV 2 OF 2	78,196	0	8,000	70,196
300-1226-664-000-PD2506	PATROL SUV 1 OF 6	81,078	0	3,790	77,288
	Public Works Admin				
300-1301-662-000-PW2502	PUBLIC WORKS BUILDING REHAB	153,800	0	153,800	0
300-1301-664-000-PW2517	5 NEW A UNITS - PW REMODEL	0	40,500	0	40,500
	Parks and Recreation				
300-1403-663-000-PR2404	SPEC MARTIN IMPROVEMENTS	239,831	647,044	0	886,875

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		116,183,348	68,323	68,323	116,183,348
401-0000-331-500	CDBG GRANT REVENUE	68,323	0	68,323	0
401-0000-331-500-UT2541	CDBG - LS#16 GENERATOR (HILL/BERESFORD)	0	68,323	0	68,323
EXPENDITURES		116,183,348	165,164	165,164	116,183,348
Utilities Administration					
401-4201-552-200	OPERATING CAPITAL	4,675	20,000	0	24,675
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE	600,000	0	20,000	580,000
Water Production					
401-4203-661-000-UT1804	WTP #10 PROJECT A WELL SITE	0	90,940	0	90,940
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	438,845	0	90,940	347,905
401-4203-663-000-UT2401	WTP#4 WELL#6 PUMP REPLACEMENT	11,693	35,337	0	47,030
401-4203-664-000-UT2401	WTP#4 WELL#6 PUMP REPLACEMENT	104,644	0	35,337	69,307
Wastewater Treatment					
401-4205-546-100	BUILDING MAINTENANCE	14,250	8,514	0	22,764
401-4205-664-000-UT2419	D.O. SENSORS (1 OF 3)	0	10,230	0	10,230
401-4205-664-000-UT2517	RECLAIM BUILDING A/C REPLACEMENT	12,408	0	8,514	3,894
401-4205-664-000-UT2522	REFURBISHED 1600 AMP MAIN BREAKER	13,440	0	10,230	3,210
Utilities Maintenance					
401-4206-664-000-UT2421	L/S #12 REPLACEMENT & PANEL BOX	72,787	67	0	72,854
401-4206-664-000-UT2423	L/S #80 REPLACEMENT & PANEL BOX	74,207	76	0	74,283
Contingency					
401-9990-999-100	CONTINGENCY	334,964	0	143	334,821

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,087,287	50,372	0	7,137,659
403-0000-380-000	USE OF RESERVES	740,415	50,372	0	790,787
EXPENDITURES		7,087,287	50,372	0	7,137,659
403-4230-549-100	OTHER OBLIGATIONS	40,415	50,372	0	90,787

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,972,436	0	0	7,972,436
EXPENDITURES		7,972,436	135,859	135,859	7,972,436
404-4240-549-100	OTHER OBLIGATIONS	102,698	128,100	0	230,798
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	4,439,195	7,759	0	4,446,954
404-9990-999-200	RESERVE CONTINGENCY	1,566,192	0	135,859	1,430,333

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		10,339,349	140,000	0	10,479,349
430-0000-389-320-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	2,880	140,000	0	142,880
EXPENDITURES		10,339,349	182,772	42,772	10,479,349
430-4300-663-000-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	3,600	175,000	0	178,600
430-4300-664-000-AP2505	FUEL MASTER	19,503	7,772	0	27,275
430-9990-999-100	CONTINGENCY	161,960	0	42,772	119,188

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,839,651	0	0	3,839,651
EXPENDITURES		3,839,651	18,626	18,626	3,839,651
450-4500-540-100	TRAVEL & TRAINING	17,060	18,626	0	35,686
450-4500-555-100	TRAINING	18,626	0	18,626	0
450-9999-991-001	TRANSFER TO GENERAL FUND	0	55,250	0	55,250
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	78,236	0	55,250	22,986

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2024-2025 is hereby ratified and confirmed as adopted by Resolutions 2024-85, 2024-113, 2025-05 and 2025-13.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 5th day of May, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 24-25 Budget Amendment Details

Account Description		Increase	Decrease	Description
GENERAL FUND				
REVENUES		737,563	0	
001-0000-369-900	MISCELLANEOUS REVENUE	8,500		increase funding for VLC Dinner
001-0000-380-000	USE OF RESERVES	673,813		increase funding for Windows Server - Phone Server (\$14,000), Hearing Accomodation Unit (\$12,769) and Spec Martin Drainage Improvements (\$647,044)
001-9999-381-450	TRANSFER FROM STORMWATER FUND	55,250		increase transfer for PW Building Rehab
EXPENDITURES		847,783	110,220	
001-0100-549-100	OTHER OBLIGATIONS	8,500		increase appropriation for VLC Dinner
001-1222-546-300	A/C MAINTENANCE	1,738		increase appropriation for replacement Evaporator Coil in A/C Station
001-1222-546-400	EQUIPMENT MAINTENANCE		1,738	decrease appropriation for equipment maintenance
001-1222-552-200	OPERATING CAPITAL	21,000		increase appropriation for Bunker Gear for new hires
001-1226-541-100	CELL PHONES/PAGERS	7,332		increase appropriation for Cell Phones
001-1226-549-100	OTHER OBLIGATIONS	13,400		increase appropriation for Deductible Billing
001-1226-552-200	OPERATING CAPITAL	4,700		increase appropriation for Kennel A/C replacement
001-1301-552-200	OPERATING CAPITAL	113,300		increase appropriation for PW Building Rehab (moved from capital)
001-1412-546-100	BUILDING MAINTENANCE	4,000		increase appropriation for Crack Remediation at Conrad Park
001-9990-999-100	CONTINGENCY		24,732	decrease appropriation for Cell Phones (\$7,332), Deductible Billing (\$13,400), and Crack Remediation (\$4,000)
001-9990-999-200	RESERVE CONTINGENCY		21,000	decrease appropriation for Bunker Gear for new hires
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		62,750	decrease transfer for replace HVAC in gym (\$4,700) & PW Building Rehab (moving to operating) (\$58,050)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	673,813		increase transfer for Windows Server - Phone Server (\$14,000), Hearing Accomodation Unit (\$12,769) and Spec Martin Drainage Improvements (\$647,044)
GOVERNMENTAL IMPACT FEES TRUST FUND				
REVENUES		110,219	0	
170-0000-380-130	USE OF RESERVES - GEN GOV"T	110,219		increase funding for AED Upgrades
EXPENDITURES		110,219	0	
170-0106-552-200	OPERATING CAPITAL	49,319		increase appropriation for AED Upgrades
170-0106-665-000	SUBSCRIPTION ASSETS	60,900		increase appropriation for (6) Downtown Cameras
GRANTS & SPECIAL REVENUE FUND				
REVENUES		40,375	40,375	
190-0000-334-900-CD2504	DOWNTOWN SUPPORT HISTORIC RESOURCE SURVE	40,375		increase appropriation for Grant Revenue (move to correct account)
190-1118-334-900-CD2504	DOWNTOWN SUPPORT HISTORIC RESOURCE SURVE		40,375	decrease appropriation for Grant Revenue (move to correct account)
EXPENDITURES		0	0	

FY 24-25 Budget Amendment Details

Account Description		Increase	Decrease	Description
CAPITAL PROJECT FUND				
REVENUES		673,813	118,000	
300-9999-381-001	TRANSFER FROM GENERAL FUND	673,813		increase funding for Windows Server - Phone Server (\$14,000), Hearing Accomodation Unit (\$12,769) and Spec Martin Drainage Improvements (\$647,044)
300-9999-381-001	TRANSFER FROM GENERAL FUND		62,750	decrease funding for replace HVAC in gym (\$4,700) & PW Building Rehab (moving to operating) (\$58,050)
300-9999-381-450	TRANSFER FROM STORMWATER FUND		55,250	decrease funding for PW Building Rehab
EXPENDITURES		736,987	181,174	
300-0110-664-000-IT2503	NEW WINDOWS SERVER - PHONE SERVER	14,000		increase appropriation for new Windows Server - Phone Server
300-1222-664-000-FR2407	HEAVY RESCUE	2,884		increase appropriation for Heavy Rescue Vechicle
300-1222-664-000-FR2502	ZOLL X SERIES ADV MONITOR DEFIB		2,884	decrease appropriation for Zoll Monitor
300-1222-664-000-FR2511	HEARING ACCOMMODATION UNIT	12,769		increase appropriation for Hearing Accomodation Unit
300-1226-664-000-PD2411	CID - CHEVY MALIBU OR SIMILAR SEDAN	19,790		increase appropriation for new PD - CID Vehicle
300-1226-664-000-PD2503	REPLACE HVAC IN GYM		4,700	decrease appropriation for replacement HVAC in Gym
300-1226-664-000-PD2504	PATROL SERGEANT SUV 1 OF 2		8,000	decrease appropriation for SUV
300-1226-664-000-PD2505	PATROL SERGEANT SUV 2 OF 2		8,000	decrease appropriation for SUV
300-1226-664-000-PD2506	PATROL SUV 1 OF 6		3,790	decrease appropriation for SUV
300-1301-662-000-PW2502	PUBLIC WORKS BUILDING REHAB		153,800	decrease appropriation for PW Building Rehab (moving \$113,300 to operating)
300-1301-664-000-PW2517	5 NEW A UNITS - PW REMODEL	40,500		increase appropriation for PW Building Rehab AC's
300-1403-663-000-PR2404	SPEC MARTIN IMPROVEMENTS	647,044		increase appropriation for Spec Martin Drainage Improvements
WATER & SEWER FUND				
REVENUES		68,323	68,323	
401-0000-331-500	CDBG GRANT REVENUE		68,323	decrease appropriation for Grant Revenue (moving to project)
401-0000-331-500-UT2541	CDBG - LS#16 GENERATOR (HILL/BERESFORD)	68,323		increase appropriation for Grant Revenue (moving to project)
EXPENDITURES		165,164	165,164	
401-4201-552-200	OPERATING CAPITAL	20,000		increase appropriation for Operating Capital
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE		20,000	decrease appropriation for Utility Admin Building FFE
401-4203-661-000-UT1804	WTP #10 PROJECT A WELL SITE	90,940		increase appropriation for land for WTP #10 Project A Well Site
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE		90,940	decrease appropriation for WTP #10 Project A Well Site
401-4203-663-000-UT2401	WTP#4 WELL#6 PUMP REPLACEMENT	35,337		increase appropriation for Well #6 Pump Replacement (infrastructure)
401-4203-664-000-UT2401	WTP#4 WELL#6 PUMP REPLACEMENT		35,337	decrease appropriation for Well #6 Pump Replacement (equipment)
401-4205-546-100	BUILDING MAINTENANCE	8,514		increase appropriation for Fiber Line Repair
401-4205-664-000-UT2419	D.O. SENSORS (1 OF 3)	10,230		increase appropriation for Probe installation
401-4205-664-000-UT2517	RECLAIM BUILDING A/C REPLACEMENT		8,514	decrease appropriation for A/C Replacement
401-4205-664-000-UT2522	REFURBISHED 1600 AMP MAIN BREAKER		10,230	decrease appropriation for refurbished 1600 amp main breaker
401-4206-664-000-UT2421	L/S #12 REPLACEMENT & PANEL BOX	67		increase appropriation for L/S #12 Replacement and Panel Box
401-4206-664-000-UT2423	L/S #80 REPLACEMENT & PANEL BOX	76		increase appropriation for L/S #80 Replacement and Panel Box
401-9990-999-100	CONTINGENCY		143	decrease appropriation for L/S #80 Replacement and Panel Box and L/S #12 Replacement and Panel Box
WATER TRUST FUND				
REVENUES		50,372	0	
403-0000-380-000	USE OF RESERVES	50,372		increase funding for Volusia County Water Connections for Yardly DeLand Crossing
EXPENDITURES		50,372	0	
403-4230-549-100	OTHER OBLIGATIONS	50,372		increase appropriation for Volusia County Water Connections for Yardly DeLand Crossing

FY 24-25 Budget Amendment Details

Account Description		Increase	Decrease	Description
WASTEWATER TRUST FUND		0	0	
REVENUES				
EXPENDITURES		135,859	135,859	
404-4240-549-100	OTHER OBLIGATIONS	128,100		increase appropriation for Volusia County Sewer Connections for Yardly DeLand Crossing
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	7,759		increase appropriation for East Regional Force Main Part A1 & A2
404-9990-999-200	RESERVE CONTINGENCY		135,859	decrease appropriation for VC Sewer Connections for Yardly DeLand Crossing (\$128,100) and East Regional Force Main Part A1 & A2 (\$7,759)
AIRPORT FUND				
REVENUES		140,000	0	
430-0000-389-320-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	140,000		increase funding for Hangar Electrical Improvement Design
EXPENDITURES		182,772	42,772	
430-4300-663-000-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	175,000		increase appropriation for Hangar Electrical Improvement Design
430-4300-664-000-AP2505	FUEL MASTER	7,772		increase appropriation for Fuel Master
430-9990-999-100	CONTINGENCY		42,772	decrease appropriation for Hangar Electrical Improvement Design (\$35,000) and Fuel Master (\$7,772)
STORMWATER FUND				
REVENUES		0	0	
EXPENDITURES		73,876	73,876	
450-4500-540-100	TRAVEL & TRAINING	18,626		increase appropriation for travel and training (correct line)
450-4500-555-100	TRAINING		18,626	decrease appropriation for training (wrong line)
450-9999-991-001	TRANSFER TO GENERAL FUND	55,250		increase transfer for PW Building Rehab (moved to Operating)
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		55,250	decrease transfer for PW Building Rehab (moved to Operating)

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Consideration re Award of Bid for Backflow Device Testing, Certifications and Repairs for the City of DeLand FY 25-26.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: RFP2505Contract, Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is required to test and repair backflow devices throughout its Utility Service area. Presently, approximately 9,000 customers have city-maintained backflow devices that require annual testing. A small percentage of these devices (estimated to be approximately 200) are expected to fail the test annually and will need to be repaired or replaced.

In early 2020, the city bid for necessary backflow testing services. Pursuant to staff recommendations, the City Commission awarded the contract to Aaron's Backflow Services Inc. The contract provided for a 2-year term with subsequent three 1-year renewals. During the term of this contract to date, this firm has performed in an acceptable manner. The decision to advertise in 2025 was based on the fact that no more remaining renewals were available with the current provider.

The project was advertised for bid via the local newspaper and the internet-based Demand Star System. Bids were received from only one firm and the results are presented in the attached bid tabulation. Due to the large numbers of sizes and types of devices that are to be tested, requested discounts for parts supplied and hourly rates for various items, the bid tabulation was further analyzed as depicted on the attached spreadsheet. The proposed contractor is the current vendor at this time and thus will allow a seamless transition to the new contract.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

A total of \$500,000 was included in the FY 24-25 fiscal year budget for the Backflow Testing Line Item. Award to the lowest bidder, Aaron's Backflow Services, Inc., will result in an obligation of \$232,247. Bid documents for this project require that the Contractor supply all materials needed for this job for repairs or installations. Markup to city for material is based on the acceptable contract schedule. Funds are currently available in the Utility Enterprise Account for this project.

RECOMMENDATION:

Staff recommends that the City Commission award the bid for Backflow Device Testing, Certification and Repairs for the City of DeLand to Aaron's Backflow Services Inc. in the amount of \$232,247.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 5th day of May, 2025, is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Aaron's Backflow Services, Inc. a company authorized to do business in the State of Florida ("Contractor"), whose address and phone number are 130 Middle Street, Lake Mary, FL 32746, Phone: 407-829-7933, Email: aaron@aaronsbackflow.com (collectively, " Parties").

NOW THEREFORE , for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFP-25-05, including any and all addenda, prepared by the City of DeLand (" Exhibit A").

(2) The Contractor's proposal dated April 4, 2025, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement May5, 2025, and any attachments.
- B. Second, RFP-25-05, Exhibit A
- C. Third, The contractor's proposal, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 5, 2025, and shall end on May 4, 2027. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and for materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant's services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants' negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City's officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant's employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City's approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best

rating of “A-” VII or better. All insurance policies are subject to approval by the City’s Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City’s officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City’s officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation and Employer’s Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City and the City’s officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with

WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements:

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an

Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement

is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Contractor shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the

Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7132, EMAIL: HENNESSY@DELAND.ORG

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. 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 City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

DD. Security Breach

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2022), as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171,

the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2022), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes (2022), as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

_____[CONSULTANT]

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

Exhibit A



CITY OF DELAND
NOTICE TO BIDDERS
RFP-25-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 1:00 p.m. on April 10, 2025 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Backflow Device Testing, Certifications and Repair Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Grebosz
Assistant City Manager

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-05	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
RFP TITLE: Backflow Device Testing, Certifications and Repair Services		SUBMITTAL DEADLINE: April 10, 2025 @ 1:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: \$15,000
RESPONDENT NAME:		FEDERAL ID # OR SOCIAL SECURITY #:
MAILING ADDRESS:		TELEPHONE #:
CITY – STATE – ZIP:		FAX #:
X		EMAIL:
<i>AUTHORIZED SIGNATURE</i>		Title
Printed Name		Date
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

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

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

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

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS'.
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including

cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)
34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
35. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).
36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

37. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

38. **CONE OF SILENCE:** All proposers/firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Commissions or staff regarding this RFP, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals and written correspondence in regards to this Request for Proposals is to be submitted to the designated liaison.

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

BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05
SPECIAL CONDITIONS

1. INTRODUCTION/PURPOSE:

The City of DeLand Utilities Department is seeking proposals from qualified contractors who are licensed & insured to perform both of the following types of services:

(1) Licensed Plumbing Contractor who can supply testing & minor repairs on all city-owned backflow devices sized 2" and below, testing & repairs on devices larger than 2", and testing & repairs and possible installation of backflow prevention devices for non-compliant water customers.

(2) Fire Protection System Contractor to provide all labor, materials, equipment, repair and testing of backflow devices that are part of a fire protection system.

Interested parties may submit a proposal on either or both of the types of work described above provided they meet the qualifications established in this document.

Federal and State regulations require backflow preventive testing on backflow devices. All work under this solicitation shall be performed at private, commercial, and governmental owned property serviced by the City of DeLand Utilities. The purpose of these requirements and performance standards is to create a consistent method for monitoring compliance with backflow assembly testing requirements to protect public health, and ensure safe drinking water.

Backflow assemblies installed pursuant to these rules are required to be tested in conformance with procedures established by the Backflow Prevention and Cross-Connection Control M14 latest edition by the American Water Works Association or other equivalent testing procedures. All applicable regulations must be followed.

The City of DeLand is the enforcement authority for backflow testing requirements under Florida Administrative Code 62-555.360 effective May 5, 2014 and City Ordinances Chapter 30 Section 57. The State of Florida Building Code dictates minimum standards for the installation of backflow assemblies and plumbing fixtures. The more restrictive (protective of water quality) of these rules shall be used when the rules are in conflict. (e.g.: at minimum, a PVB shall be installed on irrigation services per Florida Administrative Code even though Florida Building Code allows an AVB). Fire system backflow prevention devices may only be tested and serviced by a licensed fire sprinkler company and follow National Fire Protection Association standards.

2. CONTRACT PERIOD:

The Contract will be for a period of two (2) years commencing on May 5, 2025 and ending on May 4, 2027 (or two years from award of contract), with the option to extend three (3) additional one (1)-year terms upon mutual agreement of both parties.

PRICE INCREASES

Proposal prices shall remain firm for the original term of this contract. The awarded Contractor(s) may have an opportunity to request a price adjustment upon contract renewals. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the contract renewal start date. The request for price adjustment must

include written justification (raw material price increase, labor, etc.) for the increase, and a copy must be sent to the Purchasing Manager and the Utilities Director. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager and the Utilities Director or designee prior to the new price becoming effective.

3. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than 1:00 P.M. local time on April 10, 2025. If submitting paper proposals, four (4) copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-25-05 – Backflow Device Testing, Certifications and Repair Services" and returned to:

Purchasing Manager
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 1:00 P.M. local time on April 10, 2025 at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

4. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be

given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website <http://www.demandstar.com> and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Draft Contract

Attachment B – Price Form

BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05
SCOPE OF SERVICES AND SPECIFICATIONS

There are 14,571 known backflow preventative devices throughout the City's water service area and potentially another 500 public devices to be installed in new construction or under our annual meter change out program annually during the life of this contract. Service lines include domestic and irrigation lines that must be tested annually. Work shall include: inspection, certification, and repair. There may be times where a device installation will be needed on behalf of the City. Estimated quantities may vary. Contractor shall honor unit prices quoted irrespective of actual quantities tested.

Eligibility

To be eligible for award of a contract in response to this solicitation, the Backflow Prevention Tester/Plumbing Contractor and Fire Prevention Contractor must demonstrate that they have successfully completed services as specified in the Technical Specifications/Scope of Services section of this solicitation and are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

- a) Contractor(s) must be certified as a Backflow Prevention Assembly Tester by one of the following and submit proof of the certification with their proposal response:
 - University of Florida's TREEO Center
 - Florida Water Pollution Control Operator's Association
 - AWWA Florida Apprenticeship Backflow Association
 - Institute for Cross-Connection Control
- b) Contractor(s) shall submit the following documentation to support their qualifications: Proof of Backflow Assembly Tester Certification and all of Tester's employees/representatives who shall be performing work under this Contract:
 - Backflow Contractor shall provide a current copy of Tester's Certification Card and Repair Certification Card
 - A copy of the current Gauge Accuracy Verifications shall be filed with the City for all gauges used by the Tester
 - Fire Protection System testers shall submit a copy of their Contractor I or II licenses
 - A City license shall be obtained within one month (30 days) of contract execution
- c) Contractor(s) shall be licensed to do business in the State of Florida. A City license shall be obtained within one month (30 days) of contract execution
- d) Contractor(s) shall possess a Plumbing Contractor's license and/or a Fire Protection contractor's license issued by Volusia County or the State of Florida throughout the full term of the Contract
- e) All Contractors shall demonstrate that they have successfully completed similar services, as specified in the Technical Specifications/Scope of Services section of

this solicitation for at least three (3) years, is normally and routinely engaged in performing such services, and is legally licensed to perform such work

- f) All Contractors shall submit a detailed business plan providing information on principal's experience, available equipment, staffing plan and past or present contracts verifying magnitude of experience including three (3) references, preferably from current contracts, including one from a governmental agency other than the City of DeLand
- g) All Contractors shall demonstrate access to pertinent equipment and vehicles and a work location suitable to conduct business with the resources necessary to complete work as scheduled
- h) All Contractors shall provide the service plan that details who, where, and the number that receives telephone calls to respond to service call requests and issues, electronic correspondence (e-mail), and fax from the City

Backflow Contractor Recertification Responsibilities

1. Backflow Contractor shall provide backflow assembly testing services in conformance with test procedures approved by the City of DeLand, which currently is the Florida Administrative Code 62-555.360 that includes by reference the American Water Works Association (AWWA) manual M-14, most recent edition, Backflow Prevention and Cross-Connection Control Recommended Practices, or its equivalent as well as all applicable OSHA regulations. DC devices that are integrated with the water meters can be tested by sight tube method.
2. Backflow Contractor shall agree to respond to inquiries requesting resolution of a service request within one (1) business day or no more than 24 hours. If a meeting is deemed necessary by the City of DeLand, the Backflow Contractor shall agree to meet within five (5) business days of the initial request.
3. When Backflow Contractor is assigned a test for a City customer, Backflow Contractor shall complete the required testing and provide a completed test report within ten (10) business days from the request date. Test reports not received by the City within that ten (10) day period shall not be compensated for and the City may re-assign the test request to another Backflow Contractor.
4. Tests shall be completed Monday – Friday between 8:00 A.M. and 5:00 P.M. for assemblies for all locations unless otherwise coordinated with the City. The Contractor shall notify the City the week prior (at the latest Friday before 5:00 P.M.) as to what area/streets the contractor will be working.
5. Contractor is responsible for notifying the customers of temporary water shut off during the testing process.
6. All testing companies must submit the backflow reports themselves through SwiftComply. Companies must be registered with our software and all testers must have testing certification as well as updated calibration information.
7. Backflow Contractor shall furnish all tools and equipment necessary for the contracted labor or services.

8. Backflow Contractor shall be willing to test and repair all types and sizes of backflow assemblies in various locations (including but not limited to: vaults, platforms, mechanical rooms, lift stations, etc).
9. Backflow Contractor qualified to perform the repairs under this Contract shall have all the available repair parts for common makes and models of two-inch (2") and smaller backflow prevention assemblies. Larger repair parts or uncommon makes and models shall be available within three (3) days for all assemblies. No repairs are required on ¾" DC devices as these may be under manufacturer's warranty. The Contractor is required to report a failed device to the City and the City will be responsible for the change out of the integrated meter/double check device. The City shall supply repair parts for any device 4-inch (4") and above. Contractor must communicate with City staff regarding which parts are needed for those devices.
10. When contacting the customer and performing any backflow tests, installations, or repairs; Backflow Contractor shall be clearly identifiable to the customer by wearing a professional uniform and carrying proof of identification.
11. For all backflow tests, Backflow Contractor shall attempt to notify resident of intent to test when arriving at a property by knocking on the door. If there is no response, Backflow Contractor may proceed with testing. For testing of assemblies requiring special access such as in crawl space, garage, or locked back yard, Backflow Contractor shall coordinate access with the City.
12. Backflow Contractor shall be responsible for notifying any and all staff servicing this account of these requirements prior to Backflow Contractor attempting any tests.
13. A test shall consist of initial test and retest after cleaning or repairs as necessary.
14. Backflow Contractor shall initially attach a testing record tag to each backflow assembly (not required on DC in meter box devices) after testing where tags are not already present. Record tags shall be provided by the Backflow Contractor. Backflow Contractor shall replace with new tag as necessary. Backflow Contractor shall initial and date tag and indicate pass or fail for each test performed.
15. Backflow Contractor shall be responsible for fully restoring private and public property to its original pre-test condition. Backflow Contractor may note landscaping nuisances on test report. Any dirt that must be removed from the meter box allowing for testing shall be placed back into the meter box to the bottom of the device and any extra dirt shall be spread neatly around the box area.
16. If a test cock is left open causing a customer to report a leak, the Backflow Contractor shall be responsible to the customer for the lost water and may be required to reimburse customer for lost water:
 - Backflow Contractor shall respond to customer and/or the City within one (1) hour if water is flowing.
17. If the Backflow Contractor fails to turn the water service on after testing:

- Backflow Contractor shall return to customer site within one (1) hour following notification by customer or City
- Backflow contractor shall be charged \$50 for each occurrence, due to city staff turning back on

Note: Dig-Outs and all Bail Outs are part of testing the assembly.

For assemblies failing the initial backflow assembly test, Backflow Contractor shall make minor repairs (such as cleaning, flushing, replacing plugs, cleaning discs, etc.) and retest the assembly. The initial test, minor repairs, and retesting are included in the base testing fee.

For assemblies that fail the retest, Backflow Contractor shall make detailed notations on the test report including recommendations for potential repair or replacement. The City shall be notified and responsible for making repair and retest arrangements.

All backflow assembly repairs shall be completed within five (5) business days of the scheduled test. When the repair cannot be completed within five (5) business days of the scheduled test, the Backflow Contractor must notify the City within twenty-four hours.

Warranty

Backflow Contractor's warranty applies to work provided under this Contract and work that is provided for repairs, including parts and labor.

- Backflow Contractor shall guarantee that their work is consistent with applicable industry standards
- Backflow Contractor shall be available to perform re-work (i.e. for items missed or when repair fails) within one (1) to five (5) business days of notification of re-work from City, depending on risk of claim to be determined by City
- Backflow Contractor's Insurance (required for licensure) shall be used when applicable

Test Reports

Test reports are public documents and also serve as a legal record. Complete and accurate test reports are essential and are the Backflow Contractor's professional responsibility. A complete and accurate test report is proof that a test was performed and the assembly shall prevent backflow. Test reports that are not complete or accurate shall be returned to the Backflow Contractor and shall not be deemed acceptable until the correct information is supplied.

1. Backflow Test Report forms shall be filled out completely and submitted to the City of DeLand within ten (10) days from the date the test was performed. This includes all tests, whether the assembly passed or failed. Incomplete forms shall be returned to the Backflow Contractor, e.g. if the repair explanation is not clear.
2. The City reserves the right to randomly verify the test results recorded on any submitted test report form. This verification may be cause for rejection of the submitted test results and grounds for re-testing the assembly at no additional cost to the City.
3. Completed Test Reports shall include:
 - Water meter serial number associated with the backflow device
 - Assembly address

- Type, size, make, model, and serial number of assembly
- Assembly location on the property
- Test results, date completed, pressure readings, pass/fail
- Tester's name and signature
- Tester's certification number and gauge number with calibration date
- Testing company name and telephone number
- "Left as found": notes must include specific details.
- Improperly installed assemblies must be marked as "failed"
- Improperly installed assemblies must be noted in the "Comments" section
- Repairs made must be noted in the comment section
- Parts billed for must be listed in the comment section
- Labor time billed for must be explained in the comment section

4. All testing companies must submit the backflow reports themselves through SwiftComply. Companies must be registered with our software and all testers must have testing certification as well as updated calibration information.

Scope of Work – Plumbing Contractor, New Installations

Backflow installation, maintenance, permitting and annual certification and all services shall be performed in accordance with the standards established in the Florida Building Codes and in compliance of all applicable State and County/City codes, laws and ordinances. Approved devices and freeze protectors are available online at www.deland.org under Engineering Water Details.

The work includes, but is not limited to, any reasonable related requirements necessary to meet the mandates of applicable permitting agencies. Contractor shall be responsible for all working drawings, plan check approval, obtaining all necessary permits and for all required inspections when applicable. The Plumbing Contractor shall provide all labor, materials, equipment and any other incidental necessary to perform backflow testing and certification.

Repairs or replacements with only new materials of equal or greater quality to the parts or components replaced. All materials shall be commercial grade, lead free, free from defect and appropriate for the specific purpose. All materials shall be supplied in accordance with the requirements of the job and in accordance with the American Society for Testing Materials (ASTM). Materials not meeting the standards shall be removed, whether in place or not, at Contractor's expense, when so directed by the City Inspector.

1. The Plumbing Contractor shall provide the backflow prevention assembly, u-shaped pipe supports, test cocks and PVC to metal pipe adapters for each backflow assembly.
2. For all replacement backflow prevention units installed, a copy of the manufacturer's warranty for the unit shall be submitted to the requesting facility.
3. Each backflow prevention assembly shall be installed with minimum horizontal clearance of 18" from obstructions in all directions (excluding wall mounts and unique situations). Vertical clearances shall be in compliance with AWWA M-14 Manual and FBC standards. All pipes

and fittings shall be constructed of only brass or copper for above ground use. Mechanical joints shall be used underground.

4. The Plumbing Contractor shall provide a temporary bypass to maintain a constant water supply to facilities during the installation of backflow prevention assemblies that require shut-off times of four (4) hours or greater. The water shut-off time shall be kept to a minimum during installation of each backflow prevention assembly.
5. Upon installation, each backflow prevention assembly shall be certified by a Certified Backflow Prevention Assembly Tester. The Tester shall complete a Cross-Connection Control and Backflow Prevention Assembly Inspection Report for each backflow prevention assembly installed. The reports shall be forwarded to the Contract Manager upon completion.
6. All backflow certification work shall be completed within thirty (30) days of the issuance of the Notice-to-Proceed by the Department.
7. The Plumbing Contractor shall maintain a current list of all backflow protection assemblies associated with this contract including the manufacturer, serial number, and size of both the Backflow Prevention Assembly and the associated water meter. This list shall also include the date of the last certification.
8. The Plumbing Contractor shall obtain all required corresponding local municipality permits for all Backflow Prevention Assembly installation and replacement work performed. Prior and proper notification and scheduling for all required inspections shall be the Plumbing Contractor's sole responsibility and shall be communicated to the Contract Manager.
9. The Contractor shall assume all responsibility for any water related problems including, but not limited to, debris falling into pipes, not notifying the proper authorities, or damage to surrounding equipment caused during the device install.
10. The Plumbing Contractor shall not remove, replace or relocate a backflow prevention device without the approval of City of DeLand. When a device is installed, repaired or relocated, it shall be tested prior to being placed into service.

Prohibited Practices

1. Any prohibited practice associated with backflow assembly testing, installation or reporting may result in the following:
 - Termination of the Backflow Testing contract
 - Debarment from future City contracts
 - Notification to Training Authority requesting revocation of certification
2. Prohibited practices include, but are not limited to:
 - Falsifying a test report
 - Incompetent assembly testing
 - Allowing another person to use your certification
 - Failure to report or correct assembly installations that do not meet local installation standards

- Other acts deemed unethical by the City pursuant to Business Practices, and Contractor laws
- Failure to represent the City in a professional workmanlike manner while performing any aspect of the assembly testing or installation

While enforcement and authority to administer the Cross Connection Control Program lie solely with the City, it shall be the Backflow Contractor's responsibility to call questionable practices to the City's attention so that compliance can be enforced.

Testing

Services described in this solicitation shall be compensated on a unit price basis per backflow completed and satisfactorily reported test.

No additional fees are allowed and no increase in fees is allowed during the duration of the contract. Proposers should incorporate profit and overhead into the rates which also must include, without limitation, all supplies; equipment; parts and other charges. No separate or additional costs of any kind shall be allowed.

Installations

Services described in this solicitation shall be compensated per backflow installation unit pricing on proposal sheet. Installation pricing shall be inclusive of all labor costs. Reasonable labor costs shall include testing, excavation in soil, installation on an existing riser, concrete pad construction, and support installation.

Hourly pricing shall be required based on each unique circumstance, but may include concrete cutting and restoration, new service line installation, tree/plant removal, vault installation, shall be approved by the City before work commences.

No additional fees are allowed as well and no increase in fees is allowed during the duration of the contract. Proposers shall incorporate profit and overhead into the rates, which also must include, without limitation, all supplies, equipment, parts and other charges. No separate or additional costs of any kind shall be allowed.

Labor

Labor pricing shall be based on the quarter hour derived from the hourly cost submitted in the quote.

Permits

In the event that a situation arises where a permit is required for the completion of services under this Agreement, the City shall reimburse Contractor for all permits costs plus a fee as specified in the proposal document. The City shall reimburse the cost of additional inspections when the additional inspections are a direct result of change orders made at City's request, or from circumstances beyond the Contractor's control. The cost of all other inspections shall be borne by the Contractor. Contractor shall submit a copy of the permit fee receipt.

Materials

For all materials with a cost in excess of \$25.00, a copy of the Contractor's invoices is required for reimbursement. For all other material reimbursement, a listing including the item description, quantity and unit pricing shall be submitted with the extended cost multiplied by the markup listed in the proposal sheet. All replacement parts are to be new of the same manufacture as equipment being worked upon unless specifically specified by the Agency or required by law. Contractor shall warrant all labor and materials used in the work for a period of ninety (90) days (or in accordance with manufacturer's warranty if longer) after completion of repairs.

Waste Reduction

All debris shall be disposed of off-site by the Contractor in accordance with all applicable codes, ordinances and laws pertaining to the disposal of the material.

Uniforms/Identification

Contractor shall provide employees with a work shirt displaying the company name. Contractor shall provide personal protective equipment when required. Employees shall also carry appropriate photo identification at all times and present as required when at a work location. Contractor is required to supply magnetic signs or logoed vehicles displaying the company name and phone number for each vehicle on the job site.

Days and Hours of Service

Contractor shall complete work Monday through Friday between 8:00 A.M. and 5:00 P.M. for all other locations unless otherwise coordinated with the City.

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary

The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3:Qualifications and Experience

Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers, the type of service, and other relevant information. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.

Tab 4:Project Approach

Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service. This section of the proposal should be no more than twenty (20) numbered pages, excluding any financial statements, and, at a minimum, should include the following information:

- Sample Test Reports
- Testing Equipment Inspection and Calibration Report
- Equipment List

Tab 5:Price Form

Proposer must complete the Price Form provided with this RFP (Attachment B). The final selection of which residential service option to implement will be a policy decision made by the City, and at its sole discretion, and may not be based solely on price. Pricing includes all labor,

materials, equipment and operator, transportation and other facilities as necessary and/or required to execute all of the Work.

Tab 6. Required Proposal Forms:

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- Price Form
- Required Licenses & Certifications:
 - o Backflow Prevention Assembly Tester Certification
 - o State of Florida Certified Plumbing Contractor License
 - o Backflow Prevention Assembly Repair and Maintenance Certification
 - o Fire Prevention System Contractor I or II Certification
- Reference Form
- W-9 Form
- Human Trafficking Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Proposal Bond

BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-05 / Backflow Device Testing, Certifications and Repair Services.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED

SIGNATURE _____

PRINTED

SIGNATURE _____ DATE _____

TELEPHONE# _____ FAX # _____

EMAIL: _____

BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price	up to 40 points
Project Approach	up to 30 points
Qualifications and experience	up to 30 points
Maximum points	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or Contractor) is _____.
2. My relationship to _____ (name of bidder or Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of _____)

_____ being first duly sworn, deposes and says that:

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

By: _____
Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(CONTRACTOR)

(PRINCIPAL CONTRACTOR ADDRESS)

(PRINCIPAL CONTRACTOR ADDRESS 2)

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(SURETY)

(SURETY ADDRESS)

(SURETY ADDRESS 2)

(TELEPHONE NUMBER)

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand , (hereinafter called "Obligee"), in the penal sum of

_____ Dollars and no cents (\$_____),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES, RFP No. RFP-25-05, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

Principal (Seal)

By_____
Surety

By_____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC STATE

COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: _____

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the 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 under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

TELEPHONE # _____ FAX# _____ DATE _____

EMAIL: _____

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed _____.

COMPANY

NAME OF BUSINESS ENTITY

SIGNATURE

NAME AND TITLE

Exhibit B



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

LIC#: OFC1427186 | **FIRE LIC #** FPC14-000029



RFP-25-05

Backflow Device Testing, Certifications and Repair Services

Tab1. Letter of Introduction and Executive Summary



Office: 407-829-7933 | Fax: 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | Email: office@aaronsbackflow.com

LIC#: CFC1427186 | FIRE LIC # FPC14-000029



April 10, 2025

Re: RFP-25-05 Backflow Device Testing, Certifications and Repair Services

To whom it may concern:

My name is Aaron Vaughan, and I am the President of Aaron's Backflow Services, Inc. I am the person authorized to provide technical clarification regarding the proposal, and I am authorized to contractually obligate Aaron's Backflow Services, Inc. I am a licensed State of Florida Plumbing Contractor, licensed State of Florida Class II Fire Protection Contractor, Certified Backflow technician, and Certified Backflow Repair technician. My contact information is as follows:

Aaron Vaughan, President
(407) 829-7933
(321) 228-3829 cell
(800) 283-3168 Fax
aaron@aaronsbackflow.com

Aaron's Backflow Services, Inc. has been incorporated in the State of Florida since 2003. During our 22 years in business, we have focused primarily on backflow services in the Central Florida area. We have successfully completed many multi-year contracts to provide backflow testing, repair, replacement, and installation for water purveyors. We currently have 17 full-time backflow testers on staff, all of whom hold a certification from the UF TREEO Center. We are willing and able to enter into a contract with the City of Deland to perform the services described in RFP-25-05.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Vaughan", written over a light blue horizontal line.

Aaron Vaughan, President
Aaron's Backflow Services, Inc.



Office: 407-829-7933 | **Fax:** 800-283-3168

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RFP-25-05

Backflow Device Testing, Certifications and Repair Services

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RFP-25-05

Backflow Device Testing, Certifications and Repair Services

Tab 3. Qualifications and Experience



Aaron's Backflow Services, Inc. was incorporated in the State of Florida in 2003. Aaron Vaughan is the President and founder. Prior to starting Aaron's Backflow Services, Inc., Aaron worked for the City of Winter Park in the water department. Over the past 22 years, our company has grown from one employee to over 20 full-time employees. We currently employ 17 full-time backflow technicians, all of whom are certified by the University of Florida TREEO Center. We also employ 5 full-time administrative team members. Many of our field staff and office staff have been with the company for several years. Aaron Vaughan holds the following licenses:

State of Florida Certified Plumbing Contractor since 10/6/2006 (Lic#CFC1427186)

Certified Backflow Prevention Device Tester since 2001

Certified Backflow Prevention Repair Technician since 2001

State of Florida Class II Fire Protection Contractor since 9/17/14 (Lic#FPC14-000029)

Aaron's Backflow Services, Inc. focuses primarily on backflow services. We provide backflow testing, repair, replacement, and installation of residential and commercial backflow devices throughout Central Florida. We service devices ranging in size from ¾" – 12", and we are licensed to provide those services on fireline devices. We have a robust private service department, where we provide service directly to our private customers. Our customers include homeowners, HOAs, property management companies, business owners, facility maintenance companies, and much more.

In addition, we house a substantial department dedicated to providing contract services to water purveyors for residential and commercial backflow services. Over the years, we have engaged in successful contracts with municipalities including Orange County, Volusia County, Toho Water Authority, Florida Department of Transportation, JEA, City of Deland, City of Port Orange, City of Maitland, City of Casselberry, OUC, and others. Below are detailed descriptions of some of our more recent and current contracts:

TOHO Water Authority

102 N Alaska Avenue, Kissimmee FL 34741

Steven Hollingsed

(407) 483-3830

shollingsed@tohowater.com

June 2018 – May 2022 (1st contract) and August 2022 – current (2nd contract)

We provide backflow services for Toho Water customers, including all of the following:

- Residential and commercial surveys for Toho water customers. Surveys include identifying locations where backflows are needed, identification of existing hazards, and meters (domestic, irrigation and reclaimed)
- Cross-connection surveys for reclaimed water customers, for individual and community reclaimed water meter users.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

UC#: CFC1427186 | FIRE UC # FPC14-000029



- Testing/Certification of existing residential backflow devices. We test RP, PVB, and DC backflow devices ranging in size from ¼" – 2"
- Backflow repairs as needed for devices that fail initial testing.
- Install new backflow devices for residential customers
- Replace existing backflow devices that fail testing and can not be repaired. We remove the failed device and replace with RP, PVB, DC, or Dual check backflows.
- We provide approximately 2000-3000 tests/surveys per month and 200-300 installations/replacements per month

Orlando Utilities Commission (OUC)

100 W Anderson St, Orlando FL 32801

Leonel Dominguez

(407) 466-4533/(407) 434-2523

LDominguez@ouc.com

January 2021 – January 2026

We provide testing and repair of existing residential backflow devices for OUC water customers. We perform approximately 18,000 residential tests per year, and several thousand commercial tests per year. We also provide replacement of residential backflow devices that fail testing and need replacement (approximately 80 replacements per month). We provide testing of commercial non-compliance backflow devices, including fireline backflows, ranging in size from ¼" – 12". We are also a Preferred Contractor for OUC, and in that capacity, we provide installations and replacement of failed commercial backflow devices, ranging in size from ¼" – 12". Commercial backflow replacements include fireline and non-fireline devices.

Orange County Utilities

8100 Presidents Drive, Suite D

Orlando FL 32809

Hiram Forestier

(407) 836-6858

Hiram.Forestier@ocfl.net

February 2018 – September 2022 (1st contract) and February 2024 - current (2nd contract)

We provide testing and repair of residential backflow devices for Orange County water customers. We service approximately 9,000 customers per year.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

LIC#: CFC1427186 | **FIRE LIC #** FPC14-000029



City of Port Orange

1000 City Center Circle

Port Orange, FL 32129

Graeme Gardiner

(386) 506-5953

GGardiner@port-orange.org

February 2020 – January 2024 (1st contract) and February 2024 – current (2nd contract)

We provide testing and repair of residential backflows for City of Port Orange utility customers.

We provide this service for approximately 9,000 customers per year.

City of Deland

120 S Florida Ave

Deland, FL 32720

Becki Gattie

(386) 626-7214

gattieb@deland.org

May 2020 – May 2025

We provide testing and repair of residential backflow devices for the City of Deland water customers (approximately 9,000 per year). We also provide testing of commercial non-compliance backflow devices, and testing, repair, and replacement of City owned backflow devices as needed. We submit reports to the City of Deland through Swift Comply.

City of Maitland

1827 Fennell Street, Maitland FL 32751

Karen McCullen

(407) 875-2829

KMccullen@itsmymaitland.com

August 2015 – August 2019

We replaced and installed backflow preventers and meters for the City of Maitland's water customers. We replaced approximately 1000 meters and approximately 550 backflow devices per year.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

UC#: CFC1427186 | FIRE LIC # FPC14-000029



RFP-25-05

Backflow Device Testing, Certifications and Repair Services

Tab 4. Project Approach



At Aaron's Backflow Services, Inc., we pride ourselves on excellent customer service. We have a 5-star rating on Google, and we strive to make our company a great place to work for our employees, so that we may attract the highest caliber of people on our team. We train our staff to be honest, respectful, and professional at all times. After 22 years in the backflow business, we have the reputation and experience to provide exceptional service for the City of Deland.

Even more important, perhaps, is our direct experience with the City of Deland. As the current contractor for the City's backflow testing, we know exactly how to provide the requested services. We have been testing and repairing backflows for the City since 2020. This experience makes us uniquely qualified for a few reasons. First, we are familiar with the locations of the backflows within the City of Deland's contract area. Some areas are developed subdivisions, where the backflows are easy to find. However, there are many rural areas with multi-acre lots, where the backflows are difficult to locate. We utilize a backflow software system in-house, which records the locations of all backflows we have tested for the City of Deland in the past. We also maintain test results from prior years for each backflow, along with photos of the backflows, their locations, and their make, model, and serial number. This allows us to assist the City with historical data and helps us manage workflow efficiently.

We have also been entering data directly into Swift Comply for the City of Deland as part of our existing contract for backflow services, so we have great familiarity with that program. We have attached a sample test report under this Tab, for reference.

Finally, we understand the expectations of professionalism and quality of work to be delivered to the City of Deland. In order to meet those expectations, we have the following structure in place:

Primary contact: Aaron Vaughan, President
(321) 228-3829 (cell)

aaron@aaronsbackflow.com

Aaron is always available via phone, email, or text. With over 22 years of experience, Aaron provides excellent knowledge and training to all our employees.

Secondary contact: Cindy Li-Ravinder, Contract Administrator
(407) 829-7933

cindy@aaronsbackflow.com

Cindy has worked for Aaron's Backflow Services, Inc. for over 6 years. Her role is to manage our contracts with water purveyors, and she will be the primary contact for administrative questions and issues. She maintains daily contact with our technician(s) in the field. She has managed our contract with the City of Deland for the past 5 years.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

UC#: CFC1427186 | FIRE LIC # FPC14-000029



Terri Cater/Michelle Remele, Administrative Assistants

(407) 829-7933 office

(800) 283-3168 (fax)

office@aaronsbackflow.com

Terri and Michelle are available Monday-Friday, 7:30am -4:30pm to answer phone calls from customers and route any calls to the appropriate technician or supervisor

Armando Sierra, Field Supervisor

armando@aaronsbackflow.com

Armando is a direct supervisor for our field technicians, to ensure that their work is high quality, accurate, and professional at all times.

Julian Caraballo, Backflow Technician

julian@aaronsbackflow.com

Julian has been testing backflows for the City of Deland for the past 5 years. He knows the backflows, locations, procedures, expectations, and even the City's staff. He is a valuable member of our team, and will be assigned to test for this contract as his full-time, permanent assignment.

While Julian will be the primary tester for this contract, we have a total of 17 trained field technicians available to test when needed. Most of those technicians have worked for years on similar contracts, and many of them have worked on our contract with the City of Deland in the past. Every one of our field technicians is a full-time employee. We do not use subcontractors. Every field technician has an assigned company vehicle, with permanent lettering to identify the vehicle. Every technician has an assigned gauge for testing. All current gauge calibrations are attached here under this Tab.

We have a fully stocked warehouse, located at our office in Lake Mary. The warehouse is 2000 square feet and is filled with backflow parts, tools, materials, and even a wet lab for training. Field technicians are likewise assigned a work vehicle that is loaded with all necessary parts and materials they will need to perform work pursuant to this contract. We provide all technicians with an iPad, iPhone, backflow software system, and uniforms. Vehicles are stocked with pipe, fittings, backflows, test ports, rubber kits, glue, a gauge, fire extinguishers, first aid kits, screwdrivers, saws, couplings, adapters, and all parts and materials needed to accomplish this work.



Deland Florida Utilities: Water, Wastewater & Reclaim Water
Backflow Assembly Test & Maintenance Report
386-626-7172 backflow@deland.org

Facility Name TAYLOR PLACE		Phone Number		Contact Name	
Service Address 1575 S WOODLAND BLVD, DELAND FL, 32724				Email Address	
Device Type DC	Device Manufacturer NEPT	Meter Number	Model Number T-10	Size .75	Serial Number 65221747
Device Location BLDG 2 - 203 FRONT LEFT OF BLDG (1575)					

	Check Valve #1	Check Valve #2	Relief Valve	Pressure Vacuum Breaker
Initial Test	☒ Held at 1.0 PSID ☒ Closed Tight ☐ Leaked	☒ Held at 1.0 PSID ☒ Closed Tight ☐ Leaked	☐ Opened at PSID ☐ Did Not Open	☐ Air Inlet Opened at PSID ☐ Opened Fully ☐ Check Held at PSID ☐ Leaked
R E P A I R	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Guide ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Guide ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Disc ☐ Spring ☐ Diaphragm ☐ Seat ☐ O-Ring(s) ☐ Module ☐ Rubber Kit ☐ Other	☐ CLEANED REPLACED ☐ Air Inlet Disc ☐ Air Inlet Spring ☐ Check Disc ☐ Check Spring ☐ Float ☐ Diaphragm ☐ Rubber Kit ☐ Other
Final Test	PSID ☐ Closed Tight	PSID ☐ Closed Tight	Opened at PSID	Air Inlet PSID CK Valve PSID

Line Pressure at Time of Test	Test Date 2025-04-02	Test Results Pass
Remarks		

☒ I certify that the information in this report is true, complete, and accurate.

Tester Name Julian Caraballo	Certification Number PR_13332
Tester Company AARON'S BACKFLOW SERVICES, INC.	



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date:11/5/2024

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 07211321				
		Location		Owner	
Calibrated	11/5/2024	Date Calibration Due		11/5/2025	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	77	%RH	61
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.0	0.0	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	5.1	0.1	0.0	0.0	+/- 0.2
D	7.0	7.1	0.1	0.0	0.0	+/- 0.2

Comments

Replaced Hi Hose and Lo Bleed Knob

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date:1/14/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #845 SN: 01231320					
			Location		Owner	
Calibrated	1/14/2025		Date Calibration Due		1/14/2026	
			Conditions			
Repair Type	Minor Repair		TEMP DEG. F	72	%RH	44
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.1	0.1	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

Replaced Hi and Lo Bleed Valves and Seats.

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F, %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 2/12/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #845 SN: 01231319					
			Location		Owner	
Calibrated	2/12/2025		Date Calibration Due		2/12/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	73	%RH	59
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.9	-0.1	0.0	0.0	+/- 0.2
B	2.0	2.0	0.0	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	7.0	0.0	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 2/9/2025

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 11201219				
		Location		Owner	
Calibrated	2/9/2025	Date Calibration Due		2/9/2026	
		Conditions			
Repair Type	Standard Repair	TEMP DEG. F	77	%RH	56
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.8	-0.2	0.0	0.0	+/- 0.2
B	2.0	1.8	-0.2	0.0	0.0	+/- 0.2
C	5.0	4.8	-0.2	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

Replaced Complete Manifold and Reset Pointer

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	5/12/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 5/13/2024

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #835 SN: 05231320					
			Location		Owner	
Calibrated	5/13/2024		Date Calibration Due		5/13/2025	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	75	%RH	54
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.0	0.0	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	5.1	0.1	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

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Standards Used	NIST NO	Due Date
Seeger Standards, Test Gauge, Serial #2951	4335-45350	9/4/2024

Environmental Limits of Standards Used: Temperature 40 to 110 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date:5/20/2024

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest 845-5 SN: 05231324					
			Location		Owner	
Calibrated	5/20/2024		Date Calibration Due		5/20/2025	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	75	%RH	55
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

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Standards Used	NIST NO	Due Date
Seeger Standards, Test Gauge, Serial #2951	4335-45350	9/4/2024

Environmental Limits of Standards Used: Temperature 40 to 110 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 6/28/2024

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #835 SN 01130544					
			Location		Owner	
Calibrated	6/28/2024		Date Calibration Due		6/28/2025	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	75	%RH	56
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.1	0.1	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	4.9	-0.1	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

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Standards Used	NIST NO	Due Date
Seeger Standards, Test Gauge, Serial #2951	4335-45350	9/4/2024

Environmental Limits of Standards Used: Temperature 40 to 110 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.

		Calibration Report	
Instrument Specialties, INC. 3885 ST. JOHN'S PARKWAY SANFORD FLORIDA 32771		(407) 324-7800	
		Date: 6/3/2024	

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 04182544				
		Location		Owner	
Calibrated	6/3/2024	Date Calibration Due		6/3/2025	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	75	%RH	51
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.0	0.0	0.0	0.0	+/- 0.2
B	2.0	2.0	0.0	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	7.0	0.0	0.0	0.0	+/- 0.2

Comments

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Standards Used	NIST NO	Due Date
Seeger Standards, Test Gauge, Serial #2951	4335-45350	9/4/2024

Environmental Limits of Standards Used: Temperature 40 to 110 DEG.F. %RH 90

Calibrated By *Scott Causseaux*
 Steve Manning
 Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 1/27/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest 845-5 SN: 11211926					
			Location		Owner	
Calibrated	1/27/2025		Date Calibration Due		1/27/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	77	%RH	32
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

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Standard Used

NIST NO

Due Date

AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025
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Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 2/19/2025

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 02221453				
		Location		Owner	
Calibrated	2/19/2025	Date Calibration Due		2/19/2026	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	72	%RH	54
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standards Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date:11/5/2024

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 02211114				
		Location		Owner	
Calibrated	11/5/2024	Date Calibration Due		11/5/2025	
		Conditions			
Repair Type	Minor Repair	TEMP DEG. F	77	%RH	60
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	4.9	-0.1	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

Replaced Hi and Lo Bleed Valve and Seats, Also Hi hose. Cleaned Unit Heavily Clogged

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date:1/20/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #835 SN: 09143046					
			Location		Owner	
Calibrated	1/20/2025		Date Calibration Due		1/20/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	68	%RH	49
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.8	-0.2	0.0	0.0	+/- 0.2
B	2.0	1.8	-0.2	0.0	0.0	+/- 0.2
C	5.0	4.9	-0.1	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 3/19/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #845 SN: 03231571					
			Location		Owner	
Calibrated	3/19/2025		Date Calibration Due		3/19/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	72	%RH	42
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.9	-0.1	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	5.2	0.2	0.0	0.0	+/- 0.2
D	7.0	7.2	0.2	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	9/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC. 3885 ST. JOHN'S PARKWAY SANFORD FLORIDA 32771	(407) 324-7800	Date: 2/24/2025
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Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest 845-5 SN: 02221338					
			Location		Owner	
Calibrated	2/24/2025		Date Calibration Due		2/24/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	72	%RH	50
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.1	0.1	0.0	0.0	+/- 0.2
B	2.0	2.2	0.2	0.0	0.0	+/- 0.2
C	5.0	5.2	0.2	0.0	0.0	+/- 0.2
D	7.0	7.2	0.2	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 2/19/2025

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest #835 SN: 05082024				
		Location		Owner	
Calibrated	2/19/2025	Date Calibration Due		2/19/2026	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	72	%RH	55
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	5.0	0.0	0.0	0.0	+/- 0.2
D	7.0	7.1	0.1	0.0	0.0	+/- 0.2

Comments

Replaced Lo Bleed Valve Spud O-ring

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standards Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 3/27/2025

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest #835 SN: 02192658				
		Location		Owner	
Calibrated	3/27/2025	Date Calibration Due		3/27/2026	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	72	%RH	49
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.1	0.1	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	4.8	-0.2	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	9/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 3/21/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest 845-5 02211116					
			Location		Owner	
Calibrated	3/21/2025	Date Calibration Due		3/21/2026		
			Conditions			
Repair Type	Recalibration	TEMP DEG. F	70	%RH	40	
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	4.9	-0.1	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	9/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 9/12/2024

Customer	Aaron's Backflow Services, Inc.				
Mfg. Model Serial No.	Midwest 845-5 SN: 01182923				
		Location		Owner	
Calibrated	9/12/2024	Date Calibration Due		9/12/2025	
		Conditions			
Repair Type	Recalibration	TEMP DEG. F	77	%RH	52
Measurement	0-15 PSID				

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.9	-0.1	0.0	0.0	+/- 0.2
B	2.0	2.0	0.0	0.0	0.0	+/- 0.2
C	5.0	4.8	-0.2	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

Replaced Hi Bleed Valve Seat and Hi Hose End Gasket

Standard Used

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 3/18/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest #835 SN: 03191660					
			Location		Owner	
Calibrated	3/18/2025		Date Calibration Due		3/18/2026	
			Conditions			
Repair Type	Minor Repair		TEMP DEG. F	70	%RH	40
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	1.2	0.2	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	4.9	-0.1	0.0	0.0	+/- 0.2
D	7.0	6.8	-0.2	0.0	0.0	+/- 0.2

Comments

Replaced Hi Control Valve and Seat, Also Hi and Lo Bleed Valve Seats

Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	9/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Causseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Calibration Report

Instrument Specialties, INC.
3885 ST. JOHN'S PARKWAY
SANFORD FLORIDA 32771

(407) 324-7800

Date: 1/7/2025

Customer	Aaron's Backflow Services, Inc.					
Mfg. Model Serial No.	Midwest 845 SN: 01240472					
			Location		Owner	
Calibrated	1/7/2025		Date Calibration Due		1/7/2026	
			Conditions			
Repair Type	Recalibration		TEMP DEG. F	79	%RH	33
Measurement	0-15 PSID					

	Test Value	Results	Difference	After CAL	Error	Tolerance
A	1.0	0.9	-0.1	0.0	0.0	+/- 0.2
B	2.0	2.1	0.1	0.0	0.0	+/- 0.2
C	5.0	5.1	0.1	0.0	0.0	+/- 0.2
D	7.0	6.9	-0.1	0.0	0.0	+/- 0.2

Comments

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Standard Used	NIST NO	Due Date
AMETEK Digital Test Gauge 15PSIXP21, Serial #413176	4335-45350	3/4/2025

Environmental Limits of Standard Used: Temperature -4 to 122 DEG.F. %RH 90

Calibrated By *Scott Cousseaux*

Steve Manning
Service Manager

We warrant the parts and labor supplied to be free of defects for a period of 30 days. This warranty is in lieu of all other warranties whether written or implied. (Except as noted below)

Operating Kits without filter elements and gaskets can result in foreign particles entering the diaphragm chamber and clogging the valves. Although the kit had a normal calibration, ISI will not be responsible should the valves become clogged due to foreign particles.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

UC#: CFC1427186 | FIRE UC # FPC14-000029



RFP-25-05

Backflow Device Testing, Certifications and Repair Services

Tab 5. Price Form

RFP-25-05 Price Sheet

Type of Service	Backflow Device Size	Unit of Measure	Quantity	Unit Cost	Extended Cost
Inspection/Certification & Testing - DC or RP	3/4"	EA	8037	\$22.00	\$176,814.00
	1"	EA	740	\$22.00	\$16,280.00
	1.5"	EA	9	\$28.00	\$252.00
	2"	EA	44	\$28.00	\$1,232.00
	3"	EA	4	\$28.00	\$112.00
	4"	EA	1	\$28.00	\$28.00
	6"	EA	1	\$28.00	\$28.00
	8"	EA	1	\$28.00	\$28.00
Inspection/Certification & Testing - DCDA or RPDA - Fire Systems	3/4"	EA	1	\$22.00	\$22.00
	1"	EA	1	\$22.00	\$22.00
	1.5"	EA	1	\$38.00	\$38.00
	2"	EA	1	\$38.00	\$38.00
	3"	EA	1	\$38.00	\$38.00
	4"	EA	3	\$38.00	\$114.00
	6"	EA	7	\$38.00	\$266.00
	8"	EA	1	\$38.00	\$38.00
Inspection/Certification & Testing - PVB	3/4"	EA	2	\$22.00	\$44.00
	1"	EA	3	\$22.00	\$66.00
	1.5"	EA	5	\$28.00	\$140.00
	2"	EA	4	\$28.00	\$112.00
Installation/Replacement of RP Backflow Device (includes device & *reasonable labor cost)	3/4"	EA	1	\$610.00	\$610.00
	1"	EA	1	\$625.00	\$625.00
	1.5"	EA	1	\$1,200.00	\$1,200.00
	2"	EA	1	\$1,220.00	\$1,220.00
	3"	EA	1	\$3,800.00	\$3,800.00
	4"	EA	1	\$4,680.00	\$4,680.00
	6"	EA	1	\$7,200.00	\$7,200.00
*Reasonable labor costs will include testing, excavation in soil, installation on an existing riser, concrete pad construction, Concrete and asphalt cutting and restoration and support installation.					

Material and Labor Supplied by Contractor

Type of Service	Estimated Quantities	Unit of Measure	Unit Cost or %	Extended Cost
Markup on Material Costs	\$5,000	Percent	20.00%	
Discount and/or % from published price list on materials purchased by contractor, if applicable.	\$10,000	List the % of the discount on catalog or published price	20.00%	
Percentage Markup on Permit Costs	\$1,000	Percent	10.00%	
Contractor Hourly Rate/Repair Cost for 1/4" and 1" RP that fail.	200	\$/HR	\$55.00	\$11,000.00
Contractor Hourly Rate for repair of devices 4" and larger	100	\$/HR	\$55.00	\$5,500.00
Second service call fee for repairs	20	EA	\$35.00	\$700.00
Estimated First Year Grand Total*				\$232,247.00

*This amount will increase each contract year as additional devices are being added to the City's water system.



Office: 407-829-7933 | **Fax:** 800-283-3168

Address: 130 Middle Street, Lake Mary FL 32746

Web: aaronsbackflow.com | **Email:** office@aaronsbackflow.com

LIC#: CFC1427186 | FIRE LIC # FPC14-000029



RFP-25-05

Backflow Device Testing, Certifications and Repair Services

Tab 6. Required Proposal Forms

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-05	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED
RFP TITLE: Backflow Device Testing, Certifications and Repair Services		SUBMITTAL DEADLINE: April 10, 2025 @ 1:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: \$15,000
RESPONDENT NAME: Aaron's Backflow Services, Inc.		FEDERAL ID # OR SOCIAL SECURITY #: 20-0312266
MAILING ADDRESS: 130 Middle Street		TELEPHONE #: 407-829-7933
CITY - STATE - ZIP: Lakeland FL 32746		FAX #: 800-283-3168
X 		EMAIL: aaron@aaronsbackflow.com
AUTHORIZED SIGNATURE		Title President
Printed Name Aaron Vaughan		Date 4/10/25
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

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

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

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

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS".
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including

cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. DEFINITIONS:

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

- 30. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 31. PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
- 32. PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
- 33. BONDING:** See Section 13 of Draft Contract (Exhibit A)
- 34. AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
- 35. OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).
- 36. E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

- 37. INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

- 38. CONE OF SILENCE:** All proposers/firms and their agents are hereby placed on notice that they are not to contact members of the DeLand City Commissions or staff regarding this RFP, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals and written correspondence in regards to this Request for Proposals is to be submitted to the designated liaison.

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

BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES
RFP-25-05
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 3/27/25 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-05 / Backflow Device Testing, Certifications and Repair Services.

VENDOR NAME Aaron's Backflow Services, Inc.

ADDRESS 130 Middle St, Lake Mary FL 32746

AUTHORIZED

SIGNATURE  _____

PRINTED

SIGNATURE Aaron Vaughan DATE 4/10/25

TELEPHONE# 407-829-7933 FAX # 800-283-3168

EMAIL: Aaron@aaronsbackflow.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Lake Mary

BEFORE ME, the undersigned authority, personally appeared

Aaron Vaughan, who, being by me first duly sworn, made the following statement:

1. The Business address of Aaron's Backflow Services, Inc. (name of bidder or Contractor) is 130 Middle St, Lake Mary FL 32746
2. My relationship to Aaron's Backflow Services, Inc. (name of bidder or Contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Aaron's Backflow Services, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Aaron's Backflow Services, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Aaron's Backflow Services, Inc. (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and City first mentioned above on the 4th day of April, 2025.

Michelle Remele
Notary Public



(AFFIX SEAL or STAMP)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Aaron's Backflow Services, Inc.
Company

[Signature]
Authorized Signature

Aaron Vaughan, President
Printed Name & Title

aaron @ aaronbackflow.com
Email

130 Middle St
Address

Lake Mary FL 32746
City, State, Zip Code

407-829-7933
Telephone No.

800-283-3168
Fax No.

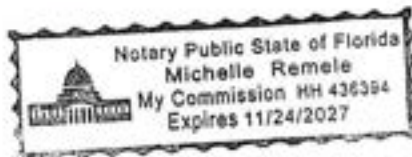
State of Florida)
City of Lake Mary)

SUBSCRIBED AND SWORN to before me this 4th day of April, 2025, by

Aaron Vaughan, who is personally known to me to be the
President for the Firm, OR who produced the following

identification: N/A

Notary Public



Michelle Remele

My Commission Expires: 11/24/27

NON-COLLUSION AFFIDAVIT

State of Florida)

City of Lake Mary)

Aaron Vaughan being first duly sworn, deposes and says that:

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

By: _____

Signature of Individual

Aaron Vaughan

Printed Name of Individual

President

Title of Individual

Signed, sealed and delivered in the presence of:

Terry B. Carter

Witness

[Signature]

Witness

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me this 4th day of April, 2025 by Adam Vaughan, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Michelle Remele

NOTARY PUBLIC

Michelle Remele

(Name of Notary Public: Print, Stamp, or Type as Commissioned)



PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: _____

4/10/28

**CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the 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 under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Arton's Backflow Services, Inc.
Business Name


Authorized Representative's Signature

Aaron Vaughan
Name

RFP-25-05 Backflow Device Testing,
Bid Number and Name Certification and Repair
Services

4/10/25
Date

President
Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

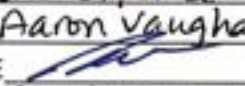
Ref #1. Customer/Client: TOHO Water Authority
 Date of Services: 6/2018 - 5/2022 (1st contract) + 8/2022 - current (2nd contract)
 Description of Services: Testing + repair of residential backflows; replacement and installation of residential backflows
 Street Address: 102 N Alaska Avenue
 City, State, ZIP Code: Kissimmee FL 34741
 Telephone #: 407-483-3830 Fax #: _____
 Contact Person: Steven Hollingsed Email: shollingsed@tohowater.com

Ref #2. Customer/Client: Orlando Utilities Commission
 Date of Services: January 2021 - January 2026
 Description of Services: backflow testing and repair for residential customers, commercial testing, backflow replacements
 Street Address: 100 W. Anderson St
 City, State, ZIP Code: Orlando FL 32801
 Telephone #: 407-466-4533 Fax #: _____
 Contact Person: Leonel Dominguez Email: LDominguez@ouc.com

Ref #3. Customer/Client: City of Deland
 Date of Services: May 2020 - May 2025
 Description of Services: Testing + repair of residential backflows; non-compliance commercial + testing
 Street Address: 120 S. Florida Ave
 City, State, ZIP Code: Deland FL 32720
 Telephone #: 386-626-7214 Fax #: _____
 Contact Person: Becki Gattie Email: gattieb@deland.org

Ref #4. Customer/Client: City of Port Orange
 Date of Services: 2/2020 - 1/2024 (1st contract) + 1/2024 - current (2nd contract)
 Description of Services: testing + repair of backflow devices - 9,000 per year
 Street Address: 1000 City Center circle
 City, State, ZIP Code: Port Orange FL 32129
 Telephone #: 386-506-5953 Fax #: _____
 Contact Person: Graeme Gardiner Email: GGardiner@port-orange.org

Ref #5. Customer/Client: Orange County Utilities
 Date of Services: 2/2018 - 9/2022 (1st contract) + 2/2024 - current (2nd contract)
 Description of Services: Testing and repair of residential backflow devices - 9,000/yr
 Street Address: 8100 Presidents Dr, Suite D
 City, State, ZIP Code: Orlando, FL 32809
 Telephone #: 407-836-6858 Fax #: _____
 Contact Person: Hiram Forester Email: Hiram.Forester@ocfl.net

CONTRACTOR NAME Aaron's Backflow Service, Inc.
 ADDRESS 130 Middle St, Lake Mary FL 32746
 PRINTED SIGNATURE Aaron Vaughan
 AUTHORIZED SIGNATURE 
 TELEPHONE # 407-829-7933 FAX# 800-283-3168 DATE 4/10/25
 EMAIL: aaron@aaronsbackflow.com

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 4/10/25.

COMPANY

Aaron's Backflow Services, Inc.
NAME OF BUSINESS ENTITY


SIGNATURE

Aaron Vaughan, President
NAME AND TITLE

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Aaron's Backflow Services, Inc.

(CONTRACTOR)

130 Middle Street

(PRINCIPAL CONTRACTOR ADDRESS)

Lake Mary, FL 32746

(PRINCIPAL CONTRACTOR ADDRESS 2)

407-829-7933

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Developers Surety and Indemnity Company

(SURETY)

59 Maiden Lane, 43rd Floor

(SURETY ADDRESS)

New York, NY 10038

(SURETY ADDRESS 2)

212-220-7120

(TELEPHONE NUMBER)

NAIC #12718

(AKA, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of California and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand, (hereinafter called "Obligee"), in the penal sum of

—Fifteen Thousand and 00/100— Dollars and no cents (\$ 15,000.00).

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the BACKFLOW DEVICE TESTING, CERTIFICATIONS AND REPAIR SERVICES, RFP No. RFP-25-05, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 03rd day of April, 2025, all pursuant to due authorization.

Aaron's Backflow Services, Inc.

(Seal)

Principal

By

Surety

Developers Surety and Indemnity Company

By

Bonnie Robbins
(As Attorney-in-Fact (Attach Power of Attorney))

STATE OF Florida)

COUNTY OF Seminole) S.S.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 03rd day of April, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Damaris Martinez

NAME OF NOTARY PUBLIC (PRINTED)

SIGNATURE OF NOTARY PUBLIC

HH318261

COMMISSION NUMBER

MY COMMISSION EXPIRES: Dec. 3, 2026

(AFFIX SEAL or STAMP)

DAMARIS MARTINEZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH318261
MY COMMISSION EXPIRES DEC. 03, 2026

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
39 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vitiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bornstein, Joan F. Liu and Brienna Tuccelli, of Longwood, FL

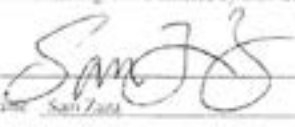
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective April 3, 2023 and shall expire on December 31, 2023.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signers"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations, and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signers and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signer and attested by their Secretary or Assistant Secretary this March 27, 2023.

By 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Phan, personally appeared Sam Zaza, who moved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

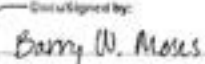
Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By  Barry W. Moses, Assistant Secretary
DocuSign Envelope ID: 3352BFD6-5E9D-4790-837E-C1E455E6530F

POA No. N/A

Signed and sealed this _____ day of _____

ELI 0323

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Aaron's Backflow Services, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 130 Middle Street		Requester's name and address (optional)	
6 City, state, and ZIP code Lake Mary, FL 32746			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
OR								
Employer identification number								
2	0	-	0	3	1	2	2	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 4/10/25
------------------	--	---------------------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2024

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 Brown & Brown Insurance Services, Inc. 2290 Lucien Way, Suite 400 Maitland FL 32751		CONTACT NAME: Amy Manor CRIS PHONE (A/C No, Ext): (407) 660-8282 FAX (A/C No): (407) 660-2012 E-MAIL ADDRESS: Amy.Manor@bbbrown.com	
INSURED Aaron's Backflow Services, Inc. 130 Middle Street Lake Mary FL 32748		INSURER(S) AFFORDING COVERAGE INSURER A: CUMIS Insurance Society, Inc. NAIC # 10847 INSURER B: Technology Insurance Company, Inc. 42376 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2491850245 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	Y	Y	323345-000	09/18/2024	09/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			323346-000	09/18/2024	09/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP - Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			323347-000	09/18/2024	09/18/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	Y	TWC4485185	09/18/2024	09/18/2025 ☒ PER STATUTE ☐ 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

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

RE: RFP-25-05 Backflow Device Testing, Certifications and Repair Services

City of Deland is granted additional insured status by the General Liability policy with regards to the operations of the named insured when required by written contract or agreement. A Waiver of Subrogation is provided in favor of City of Deland for General Liability and Worker's Compensation when required by written contract or agreement.

CERTIFICATE HOLDER

City of Deland 120 S Florida Avenue Deland FL 32720

CANCELLATION

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

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Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF

Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: **Aaron A Vaughan**
130 Middle Street
Lake Mary FL 32746

BUSINESS ORGANIZATION: **Aaron's Backflow Services, Inc.**

Contractor II is limited to the execution of contracts requiring the ability to layout, fabricate, install, inspect, alter, repair, and service water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler risers, all piping that is an integral part of the system beginning at the point of service, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issue Date: 07/01/2024
Type: 07
Class: 12
County: Seminole
License/Permit #: FPC14-000029
Expiration Date: 06/30/2026



A handwritten signature in cursive script, appearing to read "Jimmy Patronis".

Chief Financial Officer



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VAUGHAN, AARON ALAN

AARON'S BACKFLOW SERVICES INC
130 MIDDLE STREET
LAKE MARY FL 32746

LICENSE NUMBER: CFC1427186

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



UNIVERSITY OF
FLORIDA

TREEO CENTER

Center for Training, Research and Education for Environmental Occupations

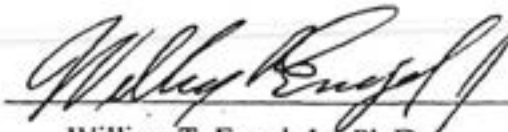
Aaron Vaughan

has successfully met certification requirements as

***Backflow Prevention Assembly
Repair and Maintenance Technician***

March 10-12, 2003

Date issued: 03/12/2003
Certificate No.: 0814
CEU's: 1.7


William T. Engel, Jr., Ph.D.
Director



Center for Training, Research and Education for Environmental Occupations

certifies that

Aaron Vaughan

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025

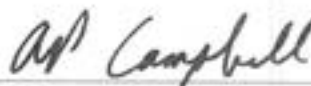


Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_5000
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FIBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

University of Florida TREEO Center · 3900 SW 63 Blvd Gainesville FL 32608-3800 · 352.392.9570 · train@treeo.ufl.edu · www.treeo.ufl.edu

Certifies that

Daniel Frenier

has successfully completed the course work and satisfactorily
completed the examinations for

***Backflow Prevention Assembly
Repair and Maintenance Technician***

Certificate of Completion

February 07-09, 2018



Andrew Campbell

Andrew Campbell, Director

Date issued: 02/09/2018

Certificate No.: R2454

FDEP OCP Course: # 04231018

CEU's: 1.975 W WW DS

FBPR Construction Licensing Board

Sponsor No.: 0000995

Course #0000709

Classroom Hours 10 (Including BSP)

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recognizes that, through demonstration of training, knowledge and experience,

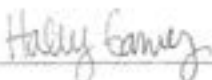
DANIEL FRENIER

has successfully achieved the recertification of

INSPECTOR II

for Water-Based Fire Protection Systems
on the 31st day of August 2023

Certificate No.: 21695 Expiration: 08-31-2025


Holly Garvey, Director of Certification

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF

Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET • Tallahassee, Florida 32399-0342
 Tel. 850-413-3644

FIRE PROTECTION INSPECTOR
OFFICIAL COPY

THIS CERTIFIES THAT: Daniel L Frenier
 130 Middle Street
 Lake Mary FL 32746
EMPLOYER: Aaron's Backflow Services, Inc.
LICENSE #: FPC14-000029

Water-Based Fire Protection Inspector is limited to the inspection of water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler systems, all piping that is an integral part of the system beginning at the point where the piping is used exclusively for fire protection, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issue Date: 07/01/2024
Type: 14
Class: 05
County: Seminole
License/Permit #: FPI22-000246
Expiration Date: 06/30/2026



Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

FIRE PROTECTION INSPECTOR
OFFICIAL COPY

THIS CERTIFIES THAT: **Luis Lugo**
130 Middle Street
Lake Mary FL 32746
EMPLOYER: Aaron's Backflow Services, Inc.
LICENSE #: FPC14-000029

Water-Based Fire Protection Inspector is limited to the inspection of water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler systems, all piping that is an integral part of the system beginning at the point where the piping is used exclusively for fire protection, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issue Date: 07/01/2022
Type: 14
Class: 05
County: Seminole
License/Permit #: FPI20-000066
Expiration Date: 06/30/2024



Jimmy Patronis

Chief Financial Officer

UF | TREEO Center UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Certifies that

Luis Lugo

has satisfactorily completed the
examinations for

***Backflow Prevention Assembly
Repair and Maintenance Technician
Certificate of Completion***

April 10-12, 2017

Date issued: 04/12/2017
Certificate No.: R2357
FDEP OCP No: 04131043
CEU's: 1.70 W WW DS

FBPR Construction Licensing Board
Sponsor No: 0000995
Course No: 0000709
Classroom Hours: 10.00(Including BSP)



Carol Hinton, Associate Director

State of Florida
Department of Environmental Protection

LICENSE NO.: 0021590 DATE ISSUED: 03/11/2025
CLASS 3 DISTRIBUTION SYSTEMS
ARMANDO A. SIERRA
IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 04/30/2027

State of Florida
Department of Environmental Protection

ISSUED: 03/11/2025

LICENSE NO.: 0021590

THE CLASS 3 DISTRIBUTION SYSTEMS OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2027

ARMANDO A. SIERRA

RON DESANTIS

ALEXIS A. LAMBERT

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY



Center for Training, Research and Education for Environmental Occupations
certifies that

Imanol Alejandro Alemany

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025

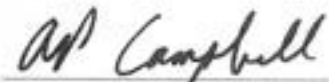


Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_13984
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CJE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Julian Caraballo

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_13332
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
*Course #*0000710
*FPBE Provider #*0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Josh Cruz

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_695
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Patrick Derival

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_15337
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations

certifies that

Mario Effio

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_13987
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Daniel Frenier

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_12061
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CEU


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Marcus Gonzalez

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_39509
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CEU


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Austin Johnson

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_39508
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Taylor Lally

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_1100
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

University of Florida TREEO Center - 3900 SW 63 Blvd Gainesville FL 32608-3900 - 352.392.9570 - train@treeo.ufl.edu - www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations
certifies that

Luis Lugo

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_10721
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 C/H


Andrew Campbell, Director

University of Florida TREEO Center - 3900 SW 63 Blvd Gainesville FL 32608-3900 - 352.392.9570 - train@treeo.ufl.edu - www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations
certifies that

Joshua Marchany

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_13764
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Luis Martinez

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_35596
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Juan Patricio

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_35597
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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Center for Training, Research and Education for Environmental Occupations
certifies that

Edward Rojas

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR 15654
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CIE


Andrew Campbell, Director

University of Florida TREEO Center - 3900 SW 63 Blvd Gainesville FL 32608-3800 - 352.392.9570 - train@treeo.ufl.edu - www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations
certifies that

Armando Sierra

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

March 15, 2025



Certificate of Completion



Date Issued: 3/15/2025
Certificate No: PR_14418
Expiration: 3/31/2027
Operator Certification Program
Course#: 04251051
CEUs: 1.2

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

University of Florida TREEO Center - 3900 SW 63 Blvd Gainesville FL 32608-3800 - 352.392.9570 - train@treeo.ufl.edu - www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations
certifies that

Jonathan White

has successfully completed
the examinations for

Backflow Prevention Tester Recertification

December 12-13, 2024



Certificate of Completion



Date Issued: 12/13/2024
Certificate No: PR_8156
Expiration: 12/31/2026
Operator Certification Program
Course#: 04251051
CEUs: 1.2 DW DS WW

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7
Course #0000710
FPBE Provider #0004021 30.0 CHE


Andrew Campbell, Director

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RFP-25-05 Price Sheet

Type of Service	Backflow Device Size	Unit of Measure	Quantity	Unit Cost	Extended Cost
Inspection/Certification & Testing - DC or RP	3/4"	EA	8037	\$22.00	\$176,814.00
	1"	EA	740	\$22.00	\$16,280.00
	1.5"	EA	9	\$28.00	\$252.00
	2"	EA	44	\$28.00	\$1,232.00
	3"	EA	4	\$28.00	\$112.00
	4"	EA	1	\$28.00	\$28.00
	6"	EA	1	\$28.00	\$28.00
	8"	EA	1	\$28.00	\$28.00
Inspection/Certification & Testing - DCDA or RPDA - Fire Systems	3/4"	EA	1	\$22.00	\$22.00
	1"	EA	1	\$22.00	\$22.00
	1.5"	EA	1	\$38.00	\$38.00
	2"	EA	1	\$38.00	\$38.00
	3"	EA	1	\$38.00	\$38.00
	4"	EA	3	\$38.00	\$114.00
	6"	EA	7	\$38.00	\$266.00
	8"	EA	1	\$38.00	\$38.00
Inspection/Certification & Testing - PVB	3/4"	EA	2	\$22.00	\$44.00
	1"	EA	3	\$22.00	\$66.00
	1.5"	EA	5	\$28.00	\$140.00
	2"	EA	4	\$28.00	\$112.00
Installation/Replacement of RP Backflow Device (includes device & *reasonable labor cost)	3/4"	EA	1	\$610.00	\$610.00
	1"	EA	1	\$625.00	\$625.00
	1.5"	EA	1	\$1,200.00	\$1,200.00
	2"	EA	1	\$1,220.00	\$1,220.00
	3"	EA	1	\$3,800.00	\$3,800.00
	4"	EA	1	\$4,680.00	\$4,680.00
	6"	EA	1	\$7,200.00	\$7,200.00
*Reasonable labor costs will include testing, excavation in soil, installation on an existing riser, concrete pad construction, Concrete and asphalt cutting and restoration and support installation.					

Material and Labor Supplied by Contractor

Type of Service	Estimated Quantities	Unit of Measure	Unit Cost or %	Extended Cost
Markup on Material Costs	\$5,000	Percent	20.00%	
Discount and/or % from published price list on materials purchased by contractor, if applicable.	\$10,000	List the % of the discount on catalog or published price	20.00%	
Percentage Markup on Permit Costs	\$1,000	Percent	10.00%	
Contractor Hourly Rate/Repair Cost for ¾" and 1" RP that fail.	200	\$/HR	\$55.00	\$11,000.00
Contractor Hourly Rate for repair of devices 4" and larger	100	\$/HR	\$55.00	\$5,500.00
Second service call fee for repairs	20	EA	\$35.00	\$700.00

Estimated First Year Grand Total*

\$232,247.00

*This amount will increase each contract year as additional devices are being added to the City's water system.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

REQUEST FOR PROPOSALS - NAMES ONLY TABULATION SHEET

RFP Title: Backflow Device Testing, Certifications and Repair Services

RFP No: RFP-25-05

OPENING DATE & TIME: April 10, 2025 @ 1:00 P.M.

POSTING DATE: April 15, 2025

POSTED BY: Corey McMillen

PROPOSALS WERE RECEIVED FROM THE FOLLOWING:

VENDOR	VENDOR CITY/STATE
Aaron's Backflow Services, Inc.	Lake Mary, FL

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Consideration re Change Order #1 for Lead and Copper At-Risk Population Material Investigation Services.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Combined Final CO1 COD Zoned Material Investigatoins 4-15-25

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

The initial inventory of the Lead Service Line Inventory has been completed and submitted to the local Volusia County Health Department for approval. The Lead and Copper Rule Revision (LCRR) has gone live with the hub site on the city web page. This is located under the utilities tab for information about the program, the GIS Mapping by address, and the ability of the homeowner to complete a survey to assist the city has gone live.

The primary focus was a select group of addresses that were pointed out as At-Risk Population priority in the investigation plan. This area will be completed shortly and has found no lead-based piping as of yet based on previous approved task. McKim & Creed, Inc. has provided the city with an additional task assignment to help conduct and oversee further field inspections and documentation required, with city staff being onsite for training and assistance, as needed. The subject task order, if approved, will provide these services. Through this field investigation, we have been able to lower the number of unknowns from 11,444 to 9,748 to date.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$300,010.00 per the attached scope. Funds in the amount of \$1,380,000.00 were set aside for this project with the approval of the loan document where the city will receive a 49% loan forgiveness in the amount of \$672,200. The amount proposed in the task order above would be eligible for that split to occur. Funds are currently available in the Utility Enterprise Account to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services for the investigation of service lines of unknown materials within the distribution system for the Lead Service Line Inventory.

BACKGROUND/DISCUSSION:

This task assignment will continue to bring the City Utility Department into compliance with the EPA required inventory and replacement plan.



CITY OF DELAND
AT-RISK POPULATION MATERIAL INVESTIGATIONS
CHANGE ORDER NO. 1
WORK ASSIGNMENT NUMBER:
McKIM & CREED, INC.
April 15, 2025

Pursuant to the City of DeLand, Continuing Consulting Services Agreement entered into on November 20, 2023 by and between **THE CITY OF DELAND, FLORIDA**, a political subdivision of the State of Florida on, hereinafter referred to as the "CITY" and **McKIM & CREED INC.**, herein referred to as the "CONSULTANT", determination has been made by the CITY that there is a need for the performance of, or rendering of services by the CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and the CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: AT RISK POPULATION MATERIAL INVESTIGATIONS

PHASES AND/OR TASKS OF PROFESSIONAL SERVICE AUTHORIZED:

CONSULTANT shall perform additional services of tasks as more specifically detailed in attached SCOPE OF SERVICES, (Attachment A). This work assignment shall remain in effect until budget exhaustion.

Lump sum compensation to the CONSULTANT for rendering all the identified services and products shall be performed at the amounts set forth as follows:

TASK	TASK DESCRIPTION	ORIGINAL CONTRACT AMOUNT	CHANGE ORDER NO. 1 AMOUNT	REVISED CONTRACT AMOUNT
1	Additional Project Management and Coordination	\$23,140.00	\$34,917.00	\$58,057.00
2	Additional Zoned Service Line Material investigations	\$143,350.00	\$226,807.00	\$370,6157.00
3	Additional Lead Connector Documentation and Reporting	\$14,500.00	\$6,880.00	\$21,380.00
4	Additional QA/QC of Data Collection and Inventory Integration	\$17,500.00	\$31,406.00	\$48,906.00
TOTAL		\$198,490.00	\$300,010.00	\$498,500.00



The CITY may authorize in writing, in advance, adjustments in the compensation for specific tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

The Work Assignment start date will be the date of authorization by the CITY and will remain in effect through the completion of the Tasks outlined herein and accepted by the CITY.



CITY OF DeLAND
AT-RISK POPULATION MATERIAL INVESTIGATIONS
CHANGE ORDER NO. 1
McKIM & CREED, INC.
April 15, 2025

CONSULTANT agrees to perform or render services in accordance with the Agreement entered upon November 20, 2023, and for this Work Assignment.

PREPARED BY:

Allyson Mauck
Project Manager
McKim & Creed, Inc.

4/15/2025

Date

APPROVED BY:

Chris Cloudman
Mayor
City of DeLand

Date

Attachment A

**City of DeLand
Scope of Services
At-Risk Population Material Investigations
McKim & Creed, Inc.
April 15, 2025**

The City of DeLand (CITY) requested McKim & Creed (CONSULTANT) to provide a scope of services for the investigation of service line of unknown materials within the distribution system. The following items in our fee estimate include:

TASK 1 - ADDITIONAL PROJECT MANAGEMENT AND COORDINATION

CONSULTANT will execute this project in collaboration and coordination with the City staff. The itemized scope below provides a detailed list of tasks required to complete this project.

1. Maintain project communication with the CITY through emails and meetings either virtually or in-person.
2. Coordinate fleet operations and mobilization with City staff and utility operations.
3. Prepare and submit monthly invoices for work accomplished during the previous period. Invoices will include a cover letter with a summary of the completed work. Major tasks will be invoiced on a percentage of completion or per unit basis as applicable.

TASK 2 - ADDITIONAL ZONED MATERIAL INVESTIGATIONS

CONSULTANT will perform hand tool excavations at planned locations to verify service line materials. The verifications will be performed at an estimated cost of \$175.00 per address.

1. CONSULTANT will complete the following tasks at the water meter for each address identified in the At-Risk Population Investigation Plan: assess pipe material on the public or utility side of the water meter, assess pipe material on the private side of the water meter, collect a photograph of the pipe on the public or utility side of the water meter, collect a photograph of the pipe on the private side of the water meter, collect a photograph showing the meter number and/or service address.
2. CONSULTANT will backfill all test holes with original spoils material.



TASK 3 - ADDITIONAL LEAD CONNECTOR DOUCMENTATION & REPORTING

CONSULTANT will document, record, and notify the CITY of lead connectors discovered during verification of service line materials. A recorded lead connector status will be reported within 1 working day to CITY personnel.

TASK 4 – ADDITIONAL QA/QC / DATA INTEGRATION

CONSULTANT will review all field data collected and update the service line material within the inventory and compile all data sources into the existing data format and hosted location. This process will include:

- a. QA/QC of individual survey responses
- b. PDF report of individual survey records
- c. Data base merge of QNQC'd recorded with existing GIS inventory
- d. Field map and field inventory updates
- e. EPA Standard LCRR/1 inventory update October 16, 2025

LUMP SUM COST PROPOSAL

Task 1: Additional Project Management and Coordination	\$34,917.00
Task 2: Additional Zoned Service Line Material Investigations (A-E)	\$226,807.00
Task 3: Additional Lead Connector Documentation & Reporting	\$6,880.00
Task 4: Additional QA/QC of Data Collection and Inventory Integration	\$31,406.00
TOTAL	\$300,010.00

ASSUMPTIONS AND OTHER CONSIDERATIONS

1. This Scope of Work is based on the current Lead and Copper Rule Revisions (LCRR) promulgated on January 15, 2021. All LCRR requirements, except for the Initial Service Line Inventory, are subject to change under the Lead and Copper Rule Improved (LCRI). Consideration was given to inventory lead connectors and goosenecks as stated in the proposed LCRI. If modifications included in the LCRI require adjustments to this Scope of Work, CONSULTANT can perform the resultant Scope of Work with fees adjusted as required upon written authorization by the CITY.
2. CONSULTANT will not be required to obtain any permits to perform these services.
3. In the event service line material verification requires vacuum excavation or coring of pavement, the address will be moved replaced with another unknown or the unit cost



credited to a later phase. All addresses of service lines requiring Subsurface Utility Engineering (SUE) services such as vacuum excavation or coring of asphalt will be scoped and phased sCOeparately as additional services or investigated by CITY resources.

4. CITY will provide all coordination required for interactions with residents and the general public.
5. Unless otherwise noted, all submittals will be in electronic format.
6. SUE work is outside of the Scope of Work. CONSULTANT understands that the CITY may request assistance of the CONSULTANT and such services will be scoped as a separate task order.
7. CONSULTANT is not responsible for performing any repairs, service line replacements, or partial replacements such as removal of lead connectors, goosenecks, or pigtails.
8. CONSULTANT is not responsible for notifying customers of service lines materials identified during excavation.

SCHEDULE

Authorization of this scope serves as notice to proceed (NTP). Field investigations will begin within 10 days of NTP. Weather permitting, and without any delays, field investigations will be completed within 120 days of NTP, and inventory data integration will be completed within 150 days of NTP. DEP will be notified once the investigations are complete in effort to update the inventory and reduce requirements for service lines of unknown materials.

PREPARED BY:



Allyson Mauck
Project Manager
McKim & Creed, Inc.

4/15/2025

Date

APPROVED BY:

Chris Cloudman
Mayor
City of Deland

Date

Attachment B

**City of DeLand
Scope of Services
At-Risk Population Material Investigations
McKim & Creed, Inc.
October 16, 2024**

The City of DeLand (CITY) requested McKim & Creed (CONSULTANT) to provide a scope of services for the investigation of service line of unknown materials within the distribution system. The following items in our fee estimate include:

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

CONSULTANT will execute this project in collaboration and coordination with the City staff. The itemized scope below provides a detailed list of tasks required to complete this project.

1. Maintain project communication with the CITY through emails and meetings either virtually or in-person.
2. Coordinate fleet operations and mobilization with City staff and utility operations.
3. Prepare and submit monthly invoices for work accomplished during the previous period. Invoices will include a cover letter with a summary of the completed work. Major tasks will be invoiced on a percentage of completion or per unit basis as applicable.

TASK 2 – ZONED MATERIAL INVESTIGATIONS

CONSULTANT will perform hand tool excavations at planned locations to verify service line materials. The verifications will be performed at a mobilization cost of \$13,500.00 and a cost of \$175.00 per address. At-Risk Population Investigation Plan, included in this scope of services as **Exhibit A**, stands as the basis for the schedule and fee for the At Risk Population Investigations.

1. CONSULTANT will complete the following tasks at the water meter for each address identified in the At-Risk Population Investigation Plan: assess pipe material on the public or utility side of the water meter, assess pipe material on the private side of the water meter, collect a photograph of the pipe on the public or utility side of the water meter, collect a photograph of the pipe on the private side of the water meter, collect a photograph showing the meter number and/or service address.
2. CONSULTANT will backfill all test holes with original spoils material.

LUMP SUM COST PROPOSAL

Task 1: Project Management and Coordination	\$23,140.00
Task 2: Zoned Service Line Material Investigations (A-E)	\$143,350.00
Task 3: Lead Connector Documentation & Reporting	\$14,500.00
Task 4: QA/QC of Data Collection and Inventory Integration	\$17,500.00
TOTAL:	\$198,490.00

ASSUMPTIONS AND OTHER CONSIDERATIONS

1. This Scope of Work is based on the current Lead and Copper Rule Revisions (LCRR) promulgated on January 15, 2021. All LCRR requirements, except for the Initial Service Line Inventory, are subject to change under the Lead and Copper Rule Improved (LCRI). Consideration was given to inventory lead connectors and goosenecks as stated in the proposed LCRI. If modifications included in the LCRI require adjustments to this Scope of Work, CONSULTANT can perform the resultant Scope of Work with fees adjusted as required upon written authorization by the CITY.
2. CONSULTANT will not be required to obtain any permits to perform these services.
3. In the event service line material verification requires vacuum excavation or coring of pavement, the address will be moved replaced with another unknown or the unit cost credited to a later phase. All addresses of service lines requiring Subsurface Utility Engineering (SUE) services such as vacuum excavation or coring of asphalt will be scoped and phased separately as additional services or investigated by CITY resources.
4. CITY will provide all coordination required for interactions with residents and the general public.
5. Unless otherwise noted, all submittals will be in electronic format.
6. SUE work is outside of the Scope of Work. CONSULTANT understands that the CITY may request assistance of the CONSULTANT and such services will be scoped as a separate task order.
7. CONSULTANT is not responsible for performing any repairs, service line replacements, or partial replacements such as removal of lead connectors, goosenecks, or pigtails.
8. CONSULTANT is not responsible for notifying customers of service lines materials identified during excavation.

TASK 3 - LEAD CONNECTOR DOUCMENTATION & REPORTING

1. CONSULTANT will document, record, and notify the CITY of lead connectors discovered during verification of service line materials. A recorded lead connector status will be reported within 1 working day to CITY personnel.

TASK 4 - QA/QC / DATA INTEGRATION

1. CONSULTANT will review all field data collected and update the service line material within the inventory and compile all data sources into the existing data format and hosted location. This process will include:
 - a. QA/QC of individual survey responses
 - b. PDF report of individual survey records
 - c. Data base merge of QA/QC'd recorded with existing GIS inventory
 - d. Field map and field inventory updates
 - e. EPA Standard LCRR/I inventory update October 16, 2025

SCHEDULE

Authorization of this scope serves as notice to proceed (NTP). Field investigations will begin within 10 days of NTP. Weather permitting, and without any delays, field investigations will be completed within 120 days of NTP, and inventory data integration will be completed within 150 days of NTP. DEP will be notified once the investigations are complete in effort to update the inventory and reduce requirements for service lines of unknown materials.

PREPARED BY:

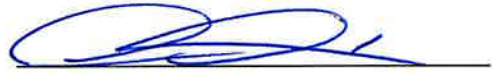


Allyson Mauck
Project Manager
McKim & Creed, Inc.

10/18/2024

Date

APPROVED BY:



Chris Cloudman
Mayor
City of DeLand

11/04/2024

Date

ATTEST:


Julie A. Hennessy, MMC
City Clerk - Auditor



CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Second Reading of Ordinance No. 2025-06, Abandoning 0.198 Acres of Right-of-Way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2025-06, Exhibit A, A25-003 Aerial, A25-003 Zoning, Map of incorporated City of DeLand, Delmay Subdivision Plat Map, Proposed Project Survey, No Objection letter from AT&T, No Objection letter from Charter Communications, No Objection letter from City of DeLand, No Objection letter from Duke Energy, No Objection letter from FL Gas Transmission Co, No Objection letter from FPU

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

The applicant, Mark Watts of CobbCole, is seeking to vacate a portion of the Church Street right-of-way, lying north of lots 1-7 of the Delmay Subdivision. The vacation of the right-of-way will allow additional area for future development. The right-of-way being abandoned is 350' in length and 25' in width. Based on staff research, the north 25-feet of Church Street was not dedicated, as the Wesleyan Church property was part of the original City of DeLand corporate boundary plat. The property to the south is part of the Delmay Subdivision, and at the time of subdivision, 25-feet of right-of-way was dedicated. Lots 1-7 and a portion of Lots 22-24 of the Delmay Subdivision were reconfigured into three parcels.

At the April 7, 2025 hearing for first reading, the pastor raised concerns regarding the existing food pantry operations that take place along the southern portion of the church property, adjacent to the proposed townhome development. His concerns included the potential impact on the new residential development, such as the vehicle queuing, noise, and foot traffic associated with the weekly food pantry operations. The pastor was hopeful that the adjacent 25-feet of Church Street would be cleared for the benefit of the church and food pantry visitors. However, as previously mentioned, the northern portion of the Church Street right-of-way was never platted.

At the April 17, 2025, Technical Review Committee, Mr. Watts stated that he recently met with the pastor of the Wesleyan Church to discuss the pastor's concerns. They both agreed upon the installation of a 6' tall wall on the north side of the townhome development to buffer the activities between the two properties. As previously mentioned, the pastor also had concerns that the future townhome residents may take issue with some of the church operations, which could cause complaints. To mitigate this potential issue, Mr. Watts stated that he will be adding a disclosure to both the PD agreement and the covenants, that advises the future townhome residents that there is an active church behind their property to the north, and the church will be carrying on their general operations and various church-related activities. The pastor was satisfied with the disclosure being added to the two documents.

Staff has not received any other comments from the mailed notice, and the following utility providers provided letters of no-objection:

AT&T
Charter Communications
City of DeLand

Duke Energy
FL Gas Transmission Co.
Florida Public Utilities

On March 17, 2025, the City Commission voted to continue the abandonment of Church Street until the April 7, 2025, City Commission meeting.

On April 7, 2025, the City Commission voted unanimously to approve the abandonment on First Reading.

On April 21, 2025, the City Commission voted to continue the request to the May 5, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no direct fiscal impact to the City by the abandonment of the right-of-way.

RECOMMENDATION:

Staff recommends that the City Commission approve vacation of a portion of Church Street right-of-way, on second reading.

BACKGROUND/DISCUSSION:

This is a request for vacation of a 25' wide, 350' long section of the Church Street right-of-way, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus. This request is being made with the intention of developing the southern parcels (lots 1-7) in the future.

The Church Street right-of-way section being requested to be vacated is currently an unimproved right-of-way and is not encumbered by any public or private utilities.

ORDINANCE NO. 2025 - 06

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A PORTION OF THE CHURCH STREET RIGHT-OF-WAY, CONSISTING OF +/- 0.198 ACRES, LOCATED NORTH OF LOTS 1 THROUGH 7 OF THE DELMAY SUBDIVISION AND SOUTH OF THE WESLEYAN CHURCH CAMPUS; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watts, Esq., of CobbCole has requested approval of the abandonment of a portion of the Church Street right-of-way, consisting of +/- 0.198 acres, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus, and more particularly described in the attached Exhibit "A"; and

WHEREAS, the requested abandonment of the right-of-way is consistent with the transportation element of the City's Comprehensive Plan; and

WHEREAS, the requested abandonment of this portion of the right-of-way will not restrict access to any property, will not be harmful to the public interest, and provides a positive benefit to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The 0.198 acres of the Church Street right-of way, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus and described in the attached Exhibit A, is hereby abandoned, and any right, title, or interest of the public in and to the right-of-way on any recorded map or plat, is hereby renounced and disclaimed.

Section 2. The effect of this Ordinance is to abandon +/- 0.198 acres of the Church Street right-of way right-of-way described above, and to renounce and disclaim any right, title, or interest of the public in and to the said right-of-way.

Section 3. The City Clerk-Auditor is hereby directed to have recorded in the public records of Volusia County, Florida, a certified copy of this Ordinance.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 5th day of May, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 07, 2025
Adopted on second reading: May 21, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Sketch of Description

Legal Description:

THAT PORTION OF CHURCH STREET LYING NORTH OF AND ADJACENT TO LOTS 1 THROUGH 7, DELMAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 8, PAGE 74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 8,620.16 SQ. FT. OR 0.198 ACRES ±.

SAID LAND SITUATED, LYING AND BEING IN VOLUSIA COUNTY, FL.

THE INTENT OF THIS DESCRIPTION IS TO VACATE A PORTION OF CHURCH STREET.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 02-05-25

Drawn By: AWW

Approved By: PKI

Field: N/A

Sketch and Description Certified To:

COBB COLE ATTORNEYS AT LAW

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020

Lake Mary, Florida 32746

www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-

C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-C-	- Wood Fence		

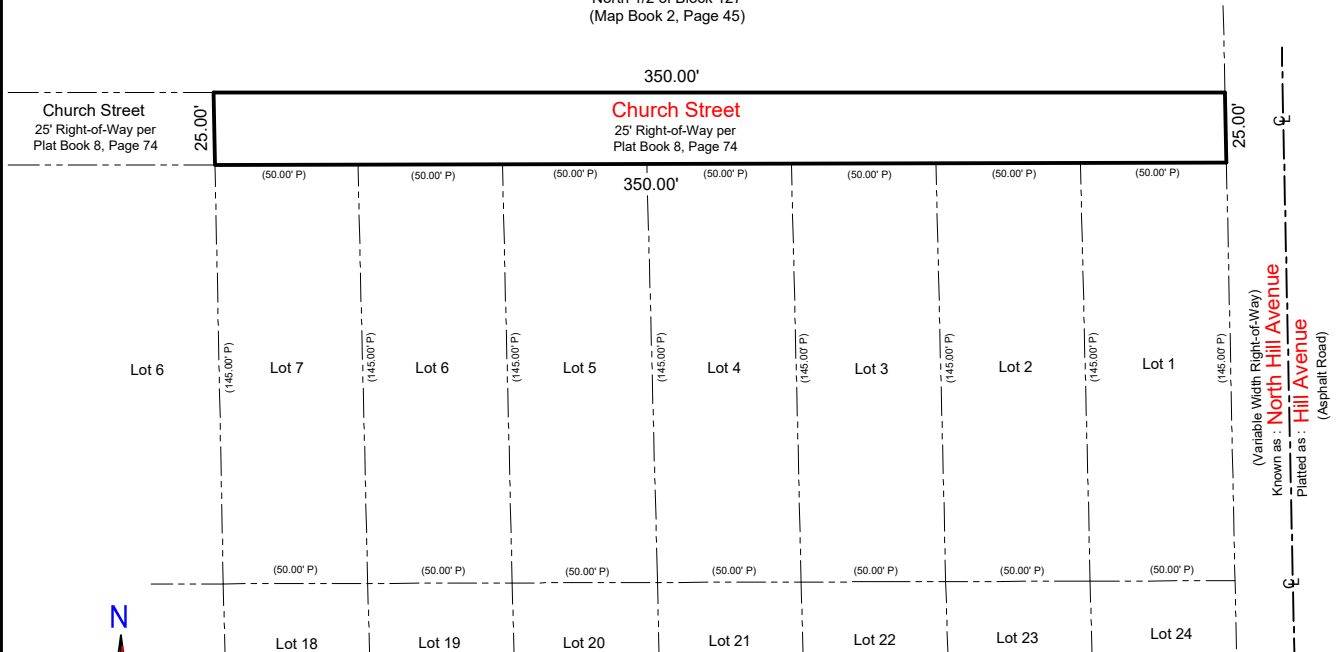
I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, R.S.M. 6637, LB 7623
Date Signed: 02-05-25

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-125850

Sketch of Description

North 1/2 of Block 127
(Map Book 2, Page 45)



NOT to Scale

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

*Ireland & Associates
Surveying, Inc.*

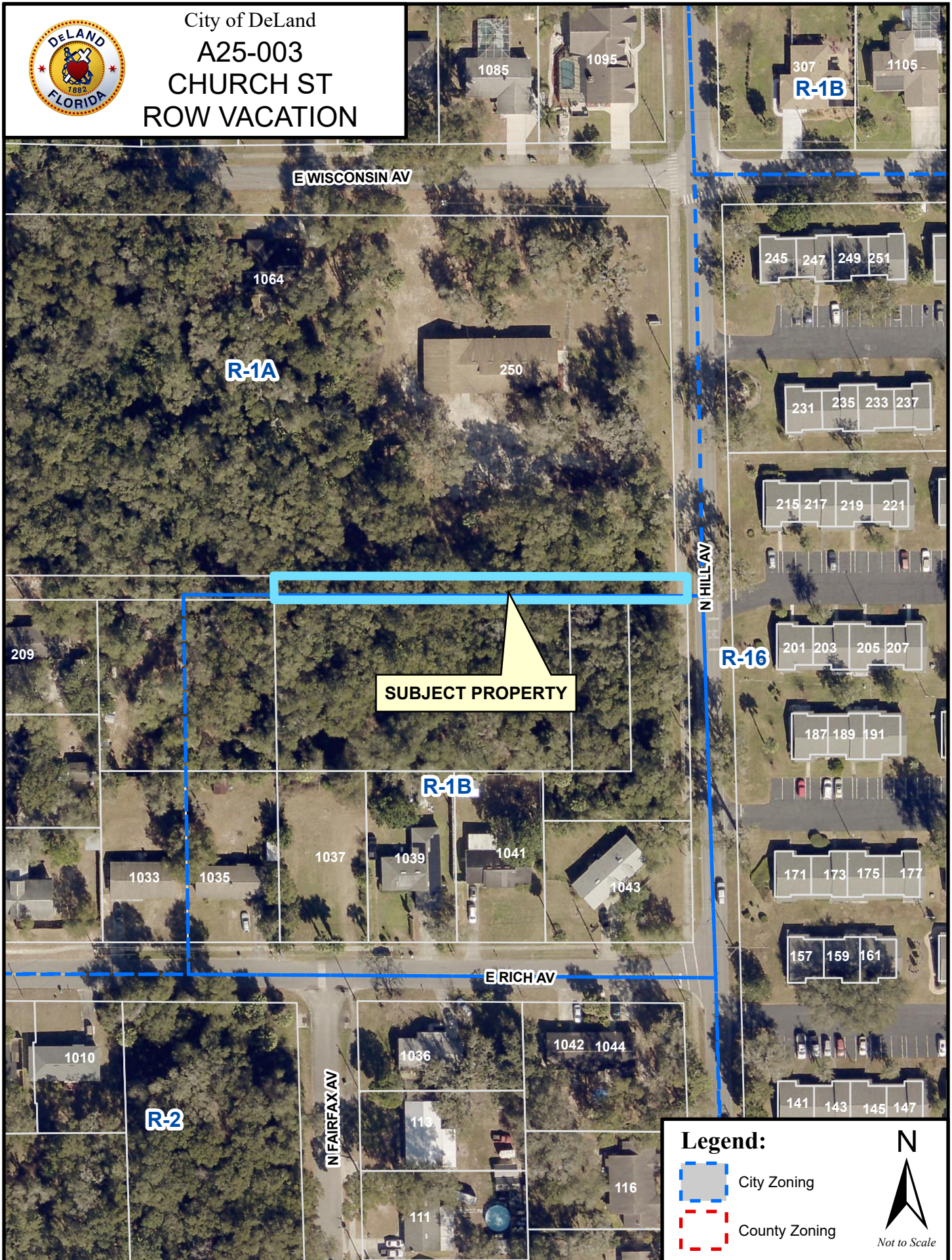
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

File No. IS-125850

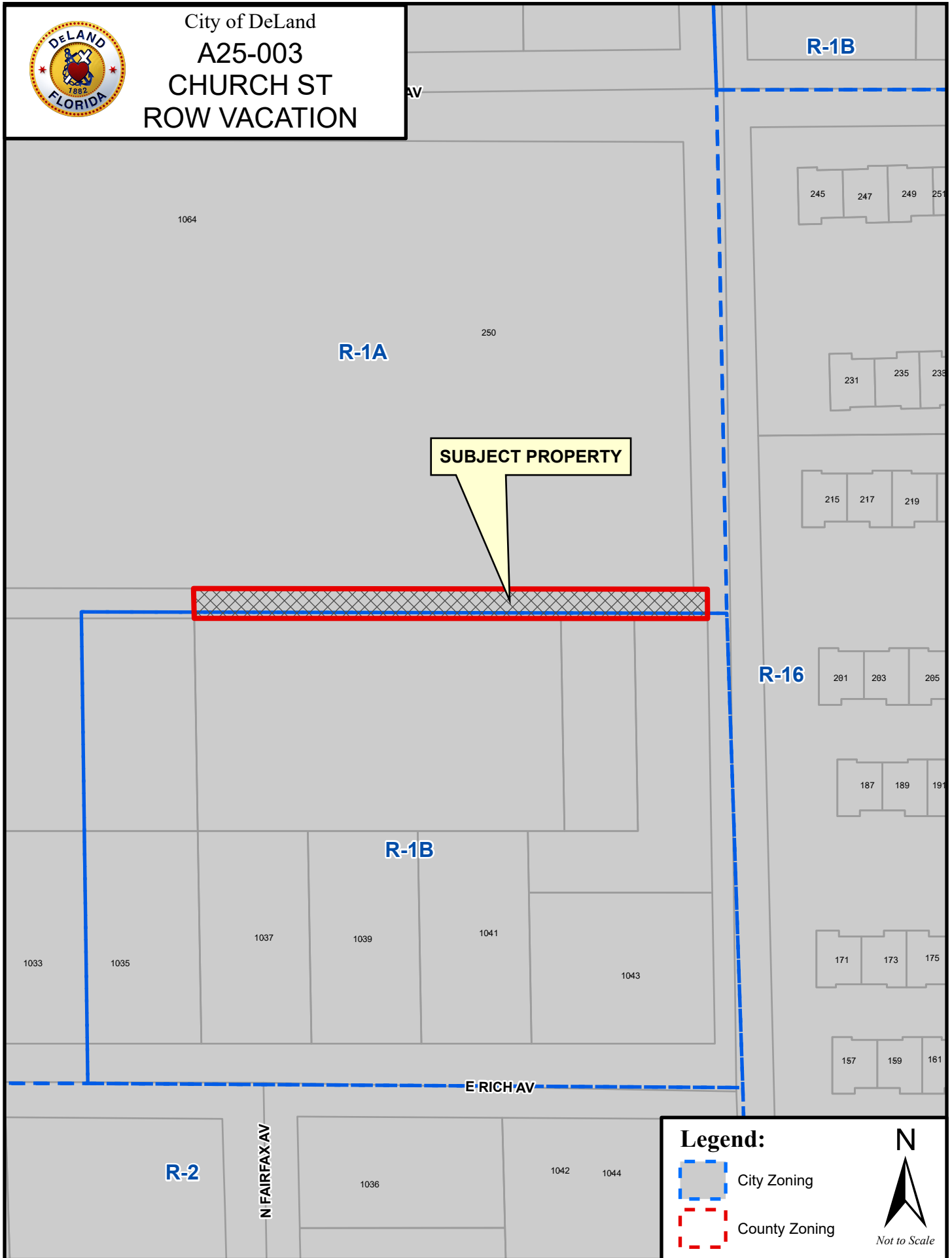


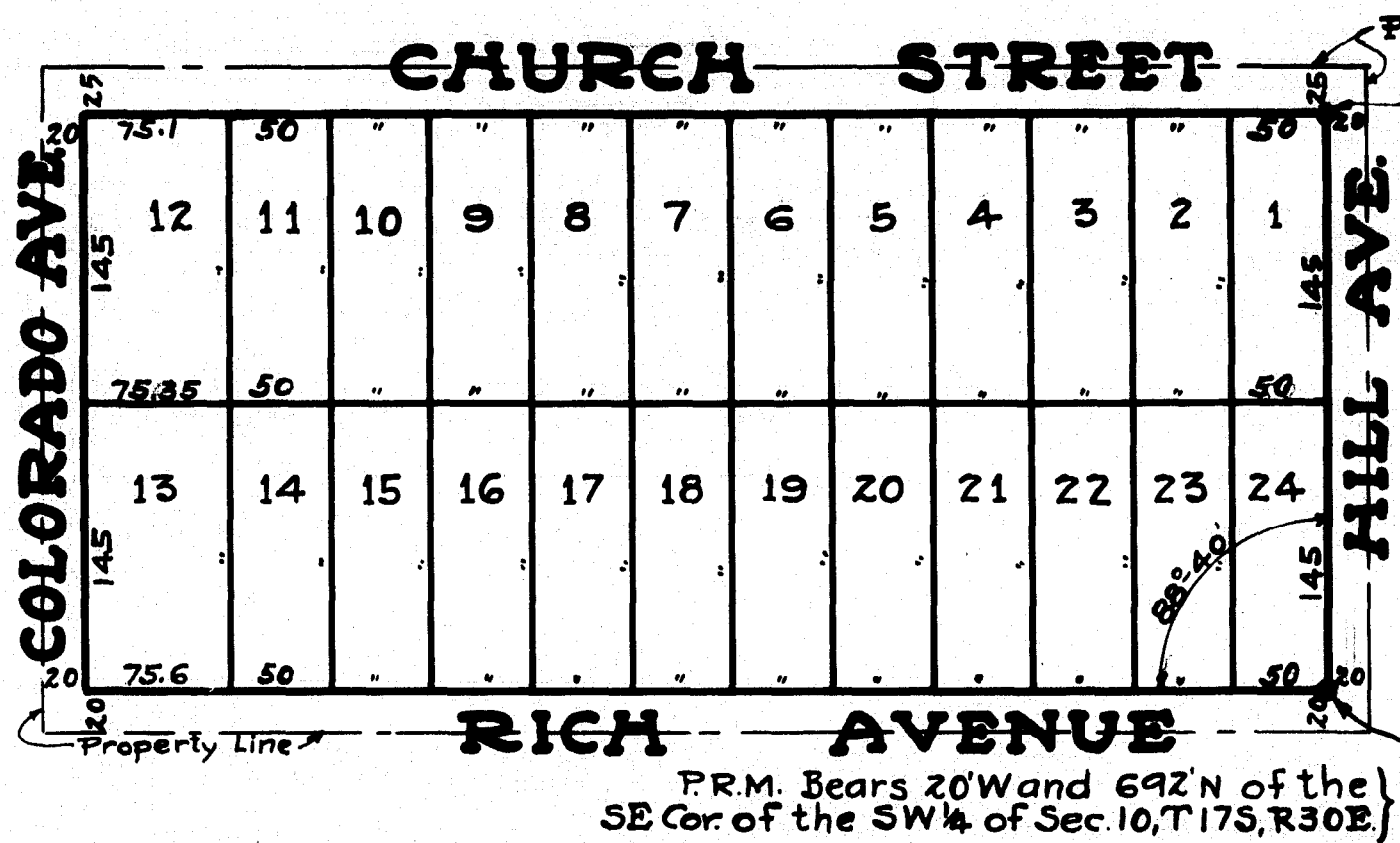
City of DeLand
A25-003
CHURCH ST
ROW VACATION





City of DeLand
A25-003
CHURCH ST
ROW VACATION





P.R.M. Bears 20'W and 98'2" N of the SE Cor. of the SW 1/4 of Sec. 10, T17S, R30E.

We hereby certify that we are the owners of the S 1/2 of Block 127, in the city of De Land, Volusia County, Florida, and that we have caused it to be subdivided as shown hereon, and we do hereby dedicate to the public use, all streets and avenues included within the property lines of the above described property as shown on this map.

Signed and sealed in the presence of:

Rod W. Morrison Witness B. Jacobson Seal
J.P. Rumberger Witness Emma Jacobson Seal

DELMAY SUBDIVISION

BEING A SUBDIVISION OF THE S 1/2 OF BLOCK 127,
IN THE CITY OF DE LAND, VOLUSIA COUNTY, FLORIDA.
December 9TH, 1925. Scale 1" = 100 FT.

We hereby certify that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required by law.

VOLUSIA COUNTY ABSTRACT CO., Engrs.

By J.C. Valentine
State Certificate No. 569

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that

B. Jacobson, and Emma Jacobson his wife, to me personally known, appeared before me this day, and acknowledged the due execution by them of the foregoing dedication, for the purposes therein expressed, and the said Emma Jacobson being by me examined separate and apart from her said husband, acknowledged that she executed the same for the purpose of relinquishing her dower and rights of dower in and to said streets and avenues, and that she did the same freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and seal this 30TH day of December 1925.

Rod W. Morrison Notary Public
My Commission Expires 27TH March 1928

Approved for Record
By [Signature]
De Land City Council

Certified in compliance with Survey Laws of 1925 and filed for record this
MAR 25 1926

[Signature]
Clerk Circuit Court
[Signature]

Vicinity Map
NOT to Scale



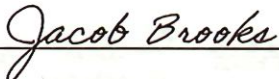
Mark Watts
231 N Woodland Blvd
DeLand, FL 32720
386-736-7700
Lvnne.Figenschner@CobbCole.com

RE: Right-of-Way — Request for No Objection 25' ROW of Unimproved Church Street located north of Lots 1-7, DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-0030

November 11, 2024

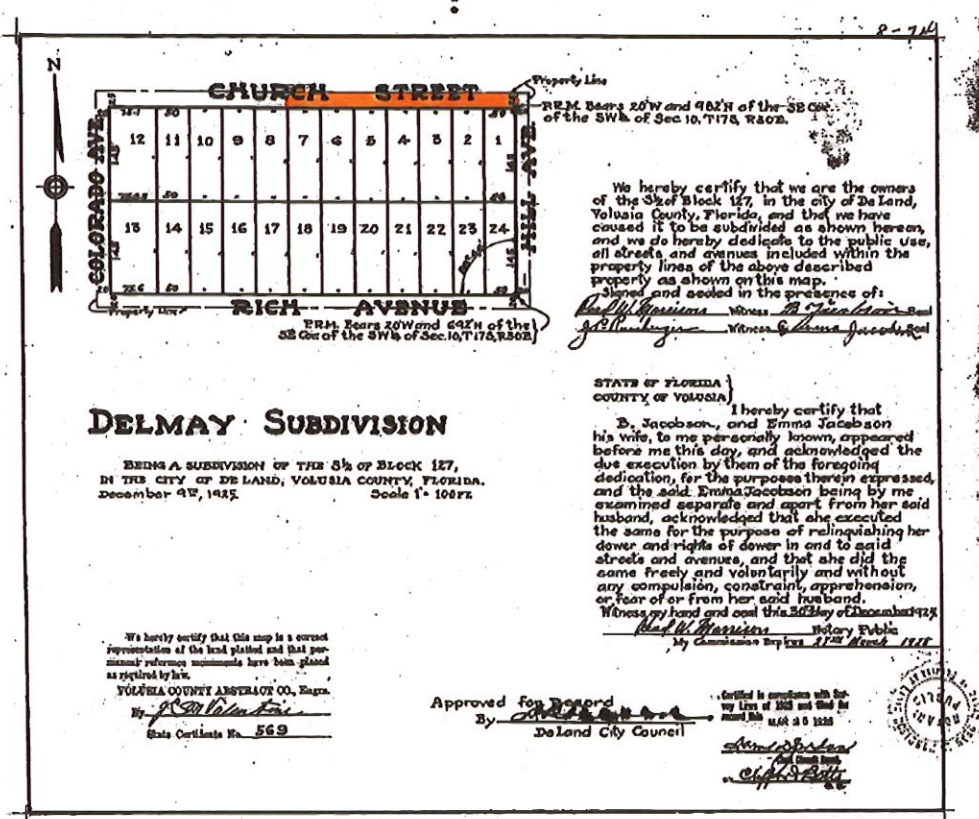
This is a "Letter of No Objection" to the requested vacation of easement of highlighted area in Exhibit A in the City of Deland in Volusia County. Please accept this letter as notification.

Sincerely,



Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316

Exhibit A



November 4, 2024

COBB COLE
Attn: Mark A. Watts
231 North Woodland BLVD
DeLand, FL 32720

Re: Right-of-Way – Request for No Objection
25' ROW of Unimproved Church Street located north of Lots 1-7,
DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-
0030

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the alley way and the right of way in the above paragraph, of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,



Timothy Haynes
Charter Spectrum
Construction Supervisor
(386) 414-5078



City of DeLand

1102 South Garfield Avenue
DeLand, FL 32724
Telephone: (386) 626-7191
Fax: (386) 736-5366

November 5, 2024

To: Mark A. Watts
231 North Woodland Blvd.
DeLand, Florida 32720
(386) 736-7700
Fax (386) 785-1549
Mark.Watts@CobbCole.com

Re: Right-of-Way – Request for No Objection
25'ROW of Unimproved Church Street located north of Lots 1-7, DeLand, FL
Parcel ID No.(s): 7010-18-00-0010, 7010-18-00-0020 & 7017-18-00-0030.

Hi Mark,

We have reviewed the letter sent on October 30th, 2024 concerning the City of DeLand's concurrence to proceed with a Right-of-Way vacation of a portion of Church Street, between N. Hill Ave. and N. Colorado Ave., as shown in the highlighted area on the documents accompanying the letter, and are sending this letter with the attached survey, as the City of DeLand's response to the request described as:

The North 25' of Lots 1,2,3,4,5,6 & 7, Delmay Subdivision, according to the Plat thereof, as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

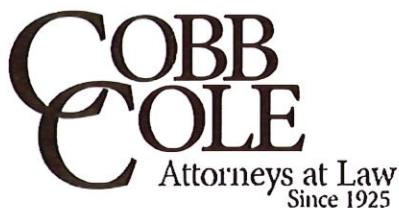
The City of DeLand has no objections to the proposed vacation of Right-of-Way.

Please feel free to contact me at the phone number above if you have any questions.

Sincerely,

Eric M. Sampson
Utilities Engineer / ADA Coordinator
City of DeLand

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargis
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka



Daytona Beach • DeLand
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 | CobbCole.Com

Jessica L. Gow
Sydney V. Cichon
Anthony E. Aguianno
Baylee D. Bunyard
Anne M. Kehrl
Alanna V. Smith

OF COUNSEL
Lany D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

October 30, 2024

VIA EMAIL
bakerj@deland.org

City of DeLand Utilities
Attn: James Baker
120 S. Florida Ave.
DeLand, FL 32720

Re: Right-of-Way – Request for No Objection
25' ROW of Unimproved Church Street located north of Lots 1-7,
DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-0030

Dear Mr. Baker:

It is this Firm's pleasure to represent Vidal Homes, LLC in connection with an application to the City of DeLand to vacate a 25' ROW of Unimproved Church Street located north of the above-referenced lots/parcels, and as shown on the attached location exhibit. The City of DeLand has requested that we coordinate with all applicable utility companies regarding review of the proposed vacation.

Please consider this letter our request for a utility release, if any, within the area depicted on the enclosed survey, plat and location map. This right-of-way is located within the property described as follows:

The North 25' of Lots 1, 2, 3, 4, 5, 6 & 7, Delmay Subdivision, according to the Plat thereof, as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

Please provide a letter of no objection at your earliest convenience. In the interest of time and ease of communication, please respond via email to my Paralegal at Lynne.Figenschner@CobbCole.com. If you have any questions concerning this request, please do not hesitate to contact me.



James Baker
October 30, 2024
Page 2

Sincerely,

Mark A. Watts (27)

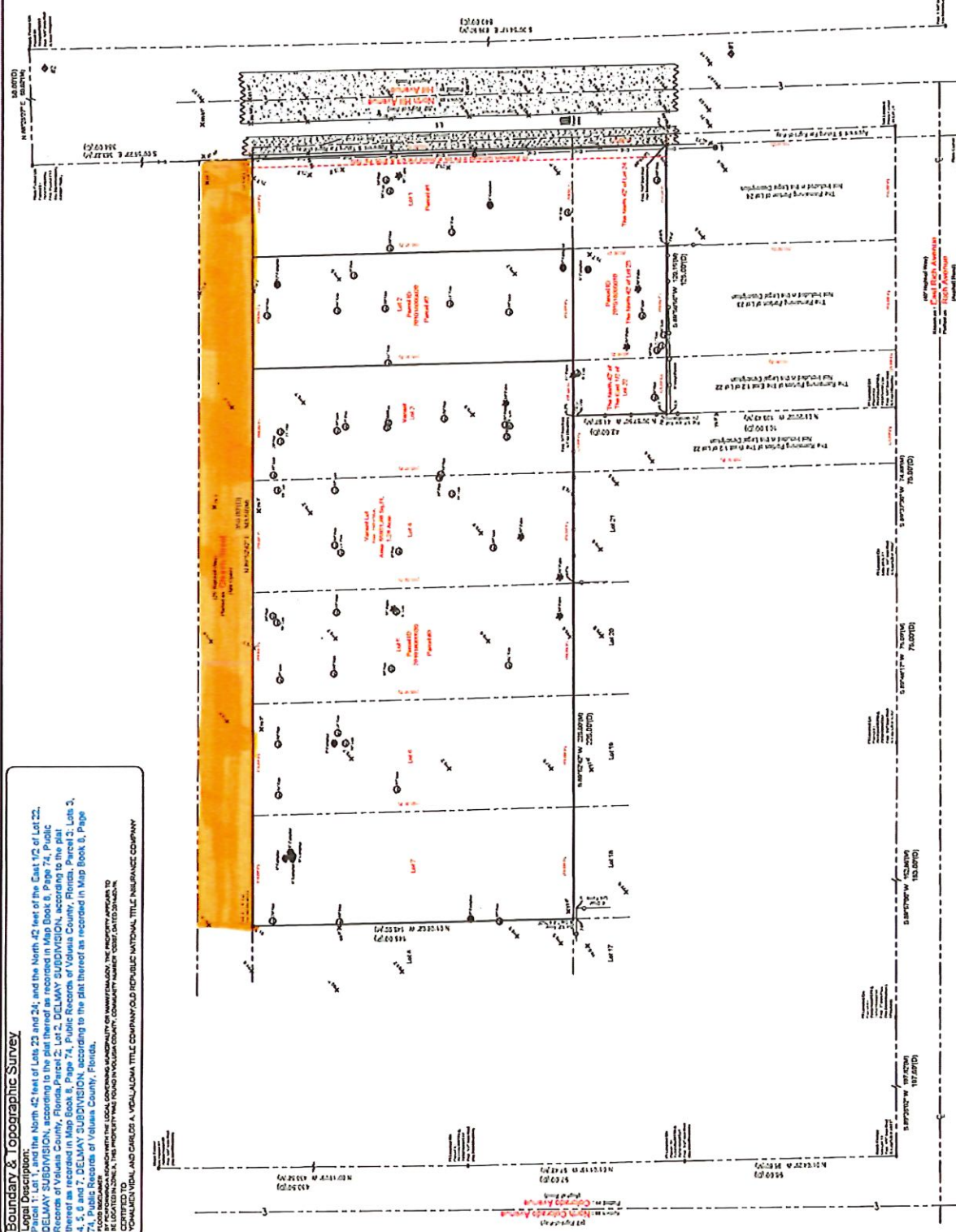
Mark A. Watts, Esq.
Mark.Watts@cobbcole.com

MAW:lf
Enclosures

Legal Description:
Parcel 1: Lot 1, and the North 42 feet of Lots 23 and 24, and the North 42 feet of the East 1/2 of Lot 22, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 2: Lot 2, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 3: Lots 3, 4, 5, 6 and 7, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

PL005 0022LAMEE
 BY PERFORMING A RESEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OF WINTERGARDEN, THE PROPERTY APPEARS TO BE LOCATED IN ZONE A. THIS PROPERTY WAS FOUND IN VOLusia COUNTY, COMMUNITY NUMBER 00357, DATED 2014-02-16.
 CERTIFIED TO

YONALMIEN VIDAL AND CARLOS A. VIDALALOMA TITLE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



There was NO Right of Way information provided to the Surveying Company at the time of the execution of the Boundary Survey. Therefore, the Survey is based upon the best measurements and calculations determined on the date of 9-15-20, and shall be maintained and not subject to change. Property boundaries are subject to change, but the Right of Way information is independent and determined to affect Subject Property. Said change is without Notification, consultation or notification.

Only • Outcomes That
Vary • When They Vary

17
107.00(10)
107.00(10)



-Side Densitometer Information-

◆ #1	◆ #2
When & Cap "LS" is PEZT in Ground.	When & Cap "LS" is PEZT in Ground.
Direction: 211°	Direction: 217°

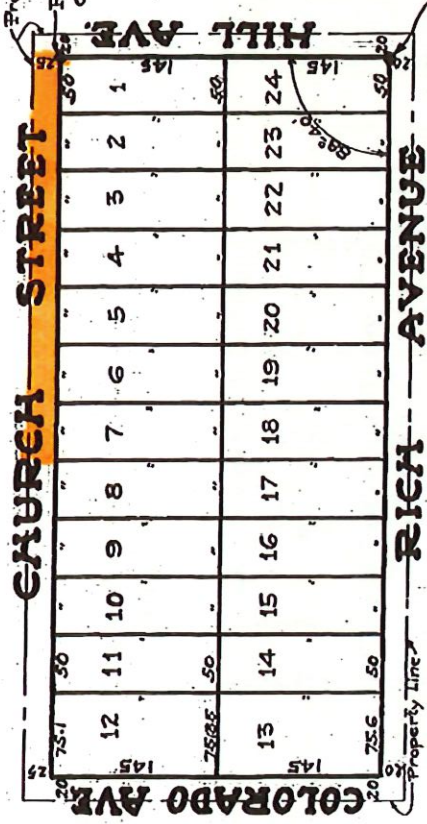
Non-Patent Literature
 Description 171
 Page 040273
 Classification 47.5F
 [Classification 47.5F]

三、

[illegible]

Office 407 578 3355 Fax 407 320 8165

8-76



Property Line

CHURCH STREET

P.R.M. Bears 20'W and 982'N of the SE Cor of the SW 1/4 of Sec. 10, T.17S, R.30E.

HILL AVE.

P.R.M. Bears 20'W and 692'N of the SE Cor of the SW 1/4 of Sec. 10, T.17S, R.30E.

RICH AVENUE

Property Line

We hereby certify that we are the owners of the S 1/2 of Block 127, in the city of Deland, Volusia County, Florida, and that we have caused it to be subdivided as shown hereon, and we do hereby dedicate to the public use, all streets and avenues included within the property lines of the above described property as shown on this map.

Signed and sealed in the presence of:
Paul W. Morrison Witness Ed Jacobson Seal
Ed Jacobson Witness Emma Jacobson Seal

STATE OF FLORIDA
 COUNTY OF VOLUSIA

I hereby certify that B. Jacobson, and Emma Jacobson his wife, to me personally known, appeared before me this day, and acknowledged the due execution by them of the foregoing dedication, for the purposes therein expressed, and the said Emma Jacobson being by me examined separate and apart from her said husband, acknowledged that she executed the same for the purpose of relinquishing her dower and rights of dower in and to said streets and avenues, and that she did the same freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and seal this 30th day of December 1925.
Paul W. Morrison Notary Public
 My Commission Expires 27th March 1928

DELMAY SUBDIVISION

BEING A SUBDIVISION OF THE S 1/2 OF BLOCK 127, IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.
 December 9th, 1925. Scale 1" = 100 FT.

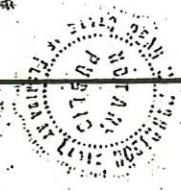
We hereby certify that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required by law.

VOLUSIA COUNTY ABSTRACT CO., Engrs.
 By J. M. Volante
 State Certificate No. 569

Approved for Record
 By [Signature]
 Deland City Council

Certified in compliance with Survey Laws of 1925 and filed for record this MAR 25 1926

[Signature]
[Signature]



[illegible]

Parcel Cities Streets Water Bodies DELAND County Boundary

0 0.05 0.1 0.15 0.2 mi
0 0.07 0.15 0.3 km

Parcel Text

Water Body Names

County Boundary

Jan. 13, 2025

Via email: Lynne.figenscher@cobbcole.com

Ms. Lynne Figenscher
Florida Registered Paralegal
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720

**RE: Vacation of a Right Of Way
E. Church Street, Deland
Volusia County, Florida**

Dear Ms. Figenscher:

Please be advised that Duke Energy has **“no object”** to the vacation and abandonment of the twenty-five (25') foot Right Of Way of unimproved Church Street lying North of Lots 1-7, Delmay Subdivision, as recorded in Plat Book 8, Page 74, of the Public Records of Volusia County, Florida, being more particularly as highlighted on the accompanying Boundary & Topographic Survey prepared by Ireland & Associates Surveying, Inc., dated January 1, 2024, attached hereto and by this reference made a part hereof.

Once the resolution has recorded in the Public Records, please provide a copy to me so the easement you executed for the vacated area can be recorded.

If I can be of further assistance, please do not hesitate to contact me.

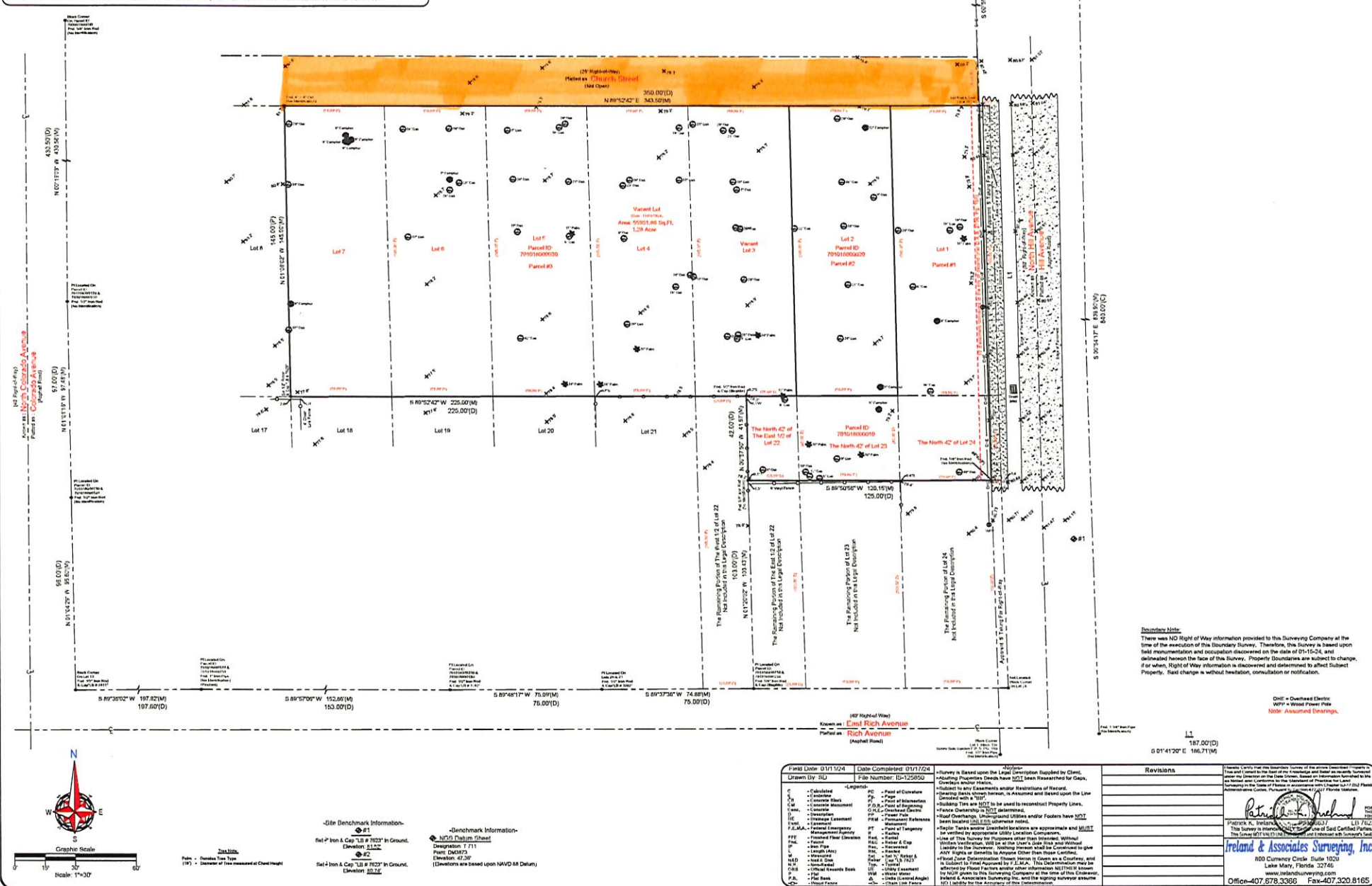
Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist

Attachment

Legal Description:
Parcel 1: Lot 1, and the North 42 feet of Lots 23 and 24, and the North 42 feet of the East 1/2 of Lot 22, all in Public Records of Volusia County, Florida, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 2: Lot 2, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 3: Lots 3, 4, 5, 6 and 7, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.
FLOOD DECLARATION: Pursuant to the order of the LOCAL GOVERNMENT, WWW.FEMA.GOV, THE PROPERTY APPEARED TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN VOLUSIA COUNTY, COMMUNITY NUMBER 12307, DATED 2014-02-19, CERTIFIED TO
JOHANNA WYON & CARLOS A. VIDAL-GALLO TITLE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY





Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

2301 Lucien Way
Suite 200
Maitland, FL 32751
Right-of-Way Department

October 31, 2024

Mark A Watts
Cobb Cole Attorneys at Law
231 North Woodland Blvd
Deland, FL 32720

Re: Vacation Request – Parcel ID: 7010-18-00-0010, 7010-18-00-0020,
7010-18-00-0030

To Whom it May Concern:

Florida Gas Transmission Company, LLC (FGT) has **No Objection** to the vacation of the properties listed above. Our nearest pipeline is approximately 1.25 miles South.

Please call me at (407) 838-7059, if you have any further questions or concerns.

Thank you,
Amy Powell

Amy Powell
Right of Way Representative



December 4, 2024

Lynne Figenschers
Cobb Cole
231 N Woodland Blvd, DeLand, FL 32720
(386) 736-7700
lynne.figenschers@cobbcole.com

RE: Letter of No Objection for Vacation of utility easement on the unimproved Church Street located north of parcels 7010-18-00-0010, 7010-18-00-0020, & 7010-18-00-0030

Dear Ms. Lynne Figenschers:

FPU has reviewed the request and supporting documentation and has determined that the location of the project is within our service territory.

It has also been concluded that there are no FPU facilities in the proposed site area to be developed.

Florida Public Utilities has no objections to vacate all utility easements located at the above property address and on the survey you provided.

If you have any questions, are interested in Natural Gas service to the site, or need any additional information please don't hesitate to call me at (386) 785-4468 or email at eahn@chpk.com.

Sincerely,

Emily Ahn
Designer
Florida Public Utilities

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Consideration re Interlocal Agreement with Volusia County for use of Opioid Settlement Funds.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Interlocal Agreement Opioid Settlement

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

Interlocal agreement that delegates assignment of the City of DeLand's opioid settlement funds to Volusia County for joint expenditure.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Interlocal Agreement.

BACKGROUND/DISCUSSION:

The City, joined by numerous other municipalities throughout Volusia County, previously entered into an interlocal agreement with the County governing the use of regional opioid settlement funds which originated from the National Prescription Opiate Litigation in the U.S. District Court of the Northern District of Ohio, Eastern Division, case number I: 17-MD-2804. The City previously approved a Memorandum of Understanding with the State that provides for apportionment of the settlement funds. Additionally, the use of funds are designated in accordance with guidelines adopted by the Opioid Abatement Funding Advisory Board which makes recommendations to the County council for final approval of expenditures. Members of the Opioid Abatement Funding Advisory Board are comprised of one member from each city for 2-year terms and one member appointed from the County. The City of DeLand's member currently serving is Assistant City Manager Michael Grebosz. The attached interlocal agreement assigns the funds allocated to the City and combines the City's funds with the City/County Fund for the implementation of opioid abatement programs managed by the County. These programs provide services for mental health and substance abuse treatment. By combining the City's funds with the City/County Fund it delegates the management of the opioid abatement plan and administrative responsibilities to the County which has the capacity to manage the reporting requirements pursuant to the litigation settlement.

**INTERLOCAL AGREEMENT ASSIGNING USE OF CITY OF DELAND
OPIOID SETTLEMENT FUNDS TO VOLUSIA COUNTY**

THIS INTERLOCAL AGREEMENT assigning funds obtained from the settlement of opioid-related litigation (“**Assignment**” or “**Agreement**”) is hereby entered into by and between **THE CITY OF DELAND** an incorporated municipality located in Volusia County, Florida (the “**City**”) and the County of Volusia, a political subdivision of the State of Florida (the “**County**”).

WHEREAS, a number of Florida Cities and Counties, including the County, filed actions *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “**Opioid Litigation**”); and

WHEREAS, the Florida Memorandum of Understanding (the “**Florida Plan**”) sets forth the framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, the City and the County, together with other municipalities, have entered into an Interlocal Agreement regarding expenditures of the Regional Funds (the Regional Fund shall have the same meaning as provided in the Florida Plan); and

WHEREAS, the County and the City have entered into settlement agreements in the Opioid Litigation, creating a City/County Fund (the City/County Fund shall have the same meaning as provided in the Florida Plan); and

WHEREAS, separate payments are each to be distributed directly to both the City and the County through the City/County Fund; and

WHEREAS, receiving a separate payment from the City/County Fund will require separate programs and reporting requirements for the City; and

WHEREAS, the County is a “Qualified County” as defined in the Florida Plan, has an approved Opioid Abatement Plan, has contracted to provide or is currently providing services for mental health and substance abuse abatement, and has the administrative capacity for management of the required programs and reporting requirements; and

WHEREAS, City and County agree that combining the funds the City receives through the City/County Fund with the funds the County receives from the City/County Fund to implement

opioid abatement programs provides the greatest benefit to the citizens of the CITY OF DELAND and the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

SECTION 1: RECITALS

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

SECTION 2: ASSIGNMENT OF FUNDS

The CITY OF DELAND hereby assigns the funds to be received through the City/County Fund from the Opioid Litigation to the COUNTY OF VOLUSIA to be used to implement opioid abatement in the COUNTY OF VOLUSIA. The COUNTY OF VOLUSIA will accept the funds assigned by the CITY OF DELAND and will use the funds to implement opioid abatement pursuant to the terms and conditions of the Settlement Agreement.

SECTION 3: EFFECTIVE DATE

This Assignment shall become effective upon the recordation of this Assignment with the Clerk of the Circuit Court in and for Volusia County, Florida.

SECTION 4: TERM

The term of this Assignment and the obligations hereunder shall commence on the effective date, shall run concurrently with the Florida Plan, and shall continue until one (1) year after the expenditure of all assigned funds, unless otherwise terminated in accordance with the provisions of the State Plan. Obligations under this Assignment which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Assignment.

SECTION 5. INDEMNIFICATION

Each of the parties shall be responsible for their respective employees' acts of negligence when such employees were acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions

of section 768.28, Florida Statutes, by either party. Nothing herein shall be construed as consent by either party to be sued by third parties for any matter arising out of this Agreement.

SECTION 6. SEVERABILITY

If any portion of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

SECTION 7. AMENDMENTS

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

SECTION 8. FILING

This Agreement shall be filed with the Clerk of the Circuit Court in and for Volusia County, Florida, as provided in Section 163.01(11), Florida Statutes

SECTION 14. GOVERNING LAW.

The laws of the State of Florida shall govern this Agreement. Venue shall be in Volusia County, Florida. In the event of any litigation arising out of this Agreement, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

ATTEST:

CITY OF DELAND

By: _____
Julia Hewitt, Interim City Clerk

By: _____
Christopher M. Cloudman, Mayor

Date: _____

ATTEST:

COUNTY OF VOLUSIA

By: _____
George Recktenwald, County Manager

By: _____
Jeffrey S. Brower, County Chair

Date: _____

CITY OF DELAND
Request for Commission Action
May 5, 2025

SUBJECT: Resolution Designation of Alternate City Representative to Volusia County Opioid Advisory Board.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: 3740246-Resolution Alternate Member Opioid Abatement Advisory Board

APPROVED BY: Michael Pleus, City Manager, April 24, 2025

SUMMARY/HIGHLIGHT:

Resolution that designates the City's alternate member to the Volusia County Opioid Abatement Advisory Board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution.

BACKGROUND/DISCUSSION:

The City, joined by numerous other municipalities throughout Volusia County, previously entered into an interlocal agreement with the County governing the use of regional opioid settlement funds which originated from the National Prescription Opiate Litigation in the U.S. District Court of the Northern District of Ohio, Eastern Division, case number I: 17-MD-2804. The use of funds are designated in accordance with the Memorandum of Understanding with the State and guidelines adopted by the Opioid Abatement Funding Advisory Board which makes recommendations to the County council for final approval of expenditures. Members of the advisory board are comprised of one member from each city for 2-year terms and one member appointed from the County. The City of DeLand's member currently serving is Assistant City Manager Michael Grebosz. From time to time a member is unable to attend the advisory board meetings due to scheduling conflicts and the advisory board has therefore adopted a resolution which allows each municipality to designate an alternate member to attend meetings so each municipality is adequately represented. The attached resolution designates Fire Chief Todd Allen as the alternate member to attend the Opioid Abatement Funding Advisory Board in the absence of the current appointed member.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO THE OPIOID FEDERAL LITIGATION SETTLEMENT; DELEGATING AUTHORITY TO AN ALTERNATIVE DESIGNEE OF THE CITY'S REPRESENTATIVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, the City of DeLand previously designated the Assistant City Manager as the City's appointed representative on the Volusia County Opioid Abatement Funding Advisory Board ("Advisory Board"); and

WHEREAS, the Advisory Board makes recommendations to the Volusia County Council and to funds services and programs to locally address the effects of opioid related issues in the community; and

WHEREAS, from time to time the appointed member of the Advisory Board may be unable to attend meetings of the Advisory Board due to scheduling conflicts; and

WHEREAS, the Advisory Board recently adopted a resolution authorizing each municipality that appointed a member to the Advisory Board to designate an alternate member to attend Advisory Board meetings and take action in the absence of the municipality's current serving member; and

WHEREAS, the City Commission of City of DeLand finds that the adoption of this Resolution is in the best interest of its citizens and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, AS FOLLOWS:

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Designation of Alternate Member by the City of DeLand to the Volusia County Opioid Abatement Funding Advisory Board.

The City Commission hereby designates Todd Allen with the authority to act as the City of DeLand's alternate designee to serve on the Volusia County Opioid Abatement Funding Advisory Board.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to the delegation of the authority of the City Manager or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its passage.

PASSED AND DULY ADOPTED this ____ day of January, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney