



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 16, 2019

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. June 18, 2019 - Regular City Council Meeting
 - b. June 25, 2019 - Special City Council Meeting
 - c. June 25, 2019 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Award of ITB 19-22 Landscape Services Retention Ponds to Scotty Boy Landscaping & Maintenance LLC
 - b. Approval of Commercial License Agreement with AT&T for Sauls and McDonald Crosswalk Flashing Beacon Solar Panel Relocation
 - c. Approval of Contract to Vintage Painting Inc. for exterior painting of the YMCA building
 - d. Approval of Change Order Nos. 1-5 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project
 - e. Approval of Change Order No. 2 to TEDS for CEI services for the Dunlawton Lighting Project

- f. Approval of Amendment One to the Pop Warner Agreement
- g. Approval of Amendment One to the Port Orange Baseball Club agreement
- h. Approval of Change Order #4 to Standard Contract for Services with Remedy Intelligent Staffing, LLC.

8. Resolution No. 19-32 - Acceptance of Deed of Dedication for public purposes along the south side of Herbert Street, adjacent to 415 Dunlawton Avenue

9. Resolution No. 19-33 - Budget Appropriation

10. Designation of a Voting Delegate for the 2019 Annual Florida League of Cities Conference

11. Approval of License Agreement for 3 Cedar St.

12. Approval of Lease Agreement for 4505 Clyde Morris Blvd/Rita L. Gray

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Envirothon Team and Josh Platt Recognition

14. Parks and Recreation Month Proclamation

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Council Member Appointments

- 1) Fire Pension Board Appointment
- 2) ArtHaus

G. PUBLIC HEARING

17. Second Reading - Ordinance No. 2019-19 - Fire Assessment Procedure (Continued from June 18, 2019)

18. Second Reading - Ordinance No. 2019-22 - Trespassing on Public Property

19. First Reading - Ordinance No. 2019-23 - Small-scale Future Land Use Map Amendment/Harbor Landings (Case No. 18-20000008)

20. First Reading - Ordinance No. 2019-24 - PUD Rezoning and Harbor Landings Master Development Agreement and Conceptual Development Plan (Case No. 18-40000004)

H. REGULAR AGENDA

21. Presentation of 2019 Citizen Survey Report

I. COMMENTS

22. City Attorney Comments

- a. Proposed FY 2020 Budget for CBL/BM Port Orange West CDD
- b. Proposed FY 2020 Budget for SWI CDD

23. City Manager Comments

- a. Feral Cat Discussion

J. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. First Step Shelter
- b. Port Orange/South Daytona Chamber of Commerce
- c. Roundtable of Elected Officials

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 18, 2019

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

OPENING

Invocation by Pastor Ken Sharpe / High Point Pentecostal

Pledge of Allegiance

Swearing in Ceremony - Councilwoman Marilyn Ford was sworn in by Pastor Ken Sharpe

Roll Call

Present: Councilwoman Marilyn Ford
Councilman Scott Stiltner
Vice Mayor Chase Tramont
Mayor Donald Burnette

Absent: Councilman Drew Bastian

Also Present: City Manager Jake Johansson
Deputy City Attorney Matthew Jones
Assistant City Clerk Shelby Field

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were no comments.

6. Agenda Approval

Motion to pull item #11 was made by Councilman Scott Stiltner and Seconded by Councilwoman Marilyn Ford. Motion carried unanimously by voice vote.

Motion to pull item #9 was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

Motion to approve the Agenda as amended was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner. Motion carried unanimously by voice call vote.

7. Approval of Minutes
 - a. June 4, 2019 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Reject All Bids - ITB 19-11 Pedestrian and School Signs
 - b. Intent to award ITB #19-10 to McConnie Enterprises, Inc. for baseball field work
 - c. Approval of Change Order No. 1 to Mead Hunt Task Authorization 11 for construction phase (post design) services for the Dunlawton Street Lighting Project
9. Resolution No. 19-25 - Residential Shade Tree Mitigation
10. Resolution No. 19-26 - Ratifying Election Results for the Run Off Election held June 11, 2019 for District 1
11. Resolution No. 19-27 - Budget Appropriation
12. Resolution No. 19-29 - Right-of-Way Vacation - Howes Street
13. Resolution No. 19-30 - Right-of-Way Vacation - Portion of Freeman Street
14. Resolution No. 19-31 - Right-of-Way Vacation - Portion of Orchard Street
15. Cost Participation Agreement - FPL/Canal View Blvd. Improvements
16. Major Special Event Request– Port Orange Family YMCA Triathlon at Aunt Catfish Restaurant at 4009 Halifax Drive.

Motion to approve the Consent Agenda as amended was made by Councilman Scott Stiltner and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

Item # 9 – Vice Mayor Tramont does not support this Ordinance.

Motion to approve item #9 was made by Councilman Scott Stiltner and Seconded by Councilwoman Marilyn Ford. Motion carried 3-1 with Vice Mayor Tramont voting no.

Item # 11 – Councilman Scott Stiltner believes the amount of money for the replacement of the A/C at the Lakeside Community Center is too much.

Vote was taken without a Motion being made, this item will be coming to a special meeting on June 25, 2019.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Robert Reinhagen, citizen, expected to learn about the legal procedures involved with the city issuing bonds in the first reading of Ordinance No. 2019-17. He asked the Council to table the item until additional information is provided.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Councilwoman Marilyn Ford thanked City staff for their efforts and years of dedication.

Vice Mayor Chase Tramont would like a workshop on the subject of “smart growth” and what it means as well as how the City of Port Orange is growing. He would also like to continue exploring closed captioning to make the City ADA compliant.

Mayor Don Burnette touched on the need for ADA compliance due to the recent lawsuits being filed around the state.

Jake Johansson, City Manager, gave an overview of the live streaming the City currently offers, and informed Council federal guidelines currently require 98% closed caption accuracy to be compliant. He provided some options the City has, and the financial possibilities associated with each.

Matt Jones, Deputy City Attorney, believes the risk would be lessened greatly if the city implemented live captioning but what has been tried so far was unsuccessful.

Councilman Scott Stiltner also requested to discuss smart growth further to inform citizens of the legal aspects of growth in the City. He is happy with the response time, use, and quality of use of the Port Orange ambulance but would like more information relating to the county and whether they are improving the ambulance service.

Mayor Don Burnette introduced the Finance interns Aliyah Jones and Matthew Meyer and thanked them for the help they are providing this summer.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, provided an update from the recent meeting.

19. Environmental Advisory Board Appointment

Motion to nominate Christina Berry to the Environmental Advisory Board was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner.

Motion carried unanimously by roll call vote.

20. Construction Regulation Board Appointments (x5)

Richard Smith, applicant, informed Council he was asked by staff to apply for this board and is happy to serve.

Motion to nominate Ankeet Rama, Kent Kirton, Lance Green, Michael Anderson, and Richard Smith to the Construction Regulation Board was made by Vice Mayor Chase Tramont and Seconded by Councilwoman Marilyn Ford. Motion carried unanimously by roll call vote.

PUBLIC HEARING

21. Second Reading - Ordinance No. 2019-17 - Palmer Series 2019B Bond

Mayor Don Burnette read Ordinance No. 2019-17.

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PROVIDING FOR AND AUTHORIZING THE ISSUANCE BY THE CITY OF ITS PRIVATE COLLEGE FACILITY REVENUE BONDS (PALMER COLLEGE OF CHIROPRACTIC PROJECT), SERIES 2019B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000, AND FOR A LOAN BY THE CITY TO PALMER UNIVERSITY FOUNDATION, AN IOWA NOT FOR PROFIT CORPORATION, IN AN EQUAL PRINCIPAL AMOUNT, TO FINANCE THE COST OF REFUNDING THE OUTSTANDING CITY OF PORT ORANGE, FLORIDA TAXEXEMPT REVENUE NOTE, SERIES 2010 (PALMER COLLEGE PROJECT); PROVIDING THAT SAID REVENUE NOTE SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE CITY BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES HEREIN PROVIDED; AUTHORIZING A NEGOTIATED SALE AND AWARD OF SAID BONDS TO U.S. BANK NATIONAL ASSOCIATION; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-17 was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner.

Mr. Johansson provided a recap of the first reading of the Ordinance.

Peter Dame, Bond Council to the City, also provided an overview on the benefits the school receives using the City as a conduit.

Motion carried unanimously by roll call vote.

22. Second Reading - Ordinance No. 2019-18 - Administrative Rezoning/119 Howes Street

Mayor Don Burnette read Ordinance No. 2019-18.

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +0.34 ACRES FROM VOLUSIA COUNTY R-5 (SINGLE-FAMILY RESIDENTIAL) TO NP (NEIGHBORHOOD PRESERVATION) LOCATED AT 119 HOWES STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-18 was made by Vice Mayor Chase Tramont and Seconded by Councilwoman Marilyn Ford. Motion carried unanimously by roll call vote.

23. Second Reading - Ordinance No. 2019-19 - Fire Assessment Procedure

Mayor Don Burnette read Ordinance No. 2019-19.

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, AMENDING CHAPTER 30 OF THE CITY OF PORT ORANGE CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE III RELATING TO THE FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF PORT ORANGE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE

PROTECTION ASSESSMENTS AGAINST REAL PROPERTY; PROVIDING DEFINITIONS AND FINDINGS; ESTABLISHING A PROCEDURE FOR IMPOSING FIRE PROTECTION ASSESSMENTS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; DESCRIBING THE PROCEDURE FOR ADMINISTERING THE FIRE PROTECTION ASSESSMENT FROM YEAR TO YEAR AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to continue Ordinance No. 2019-19 to a time certain of July 16, 2019 was made by Councilman Scott Stiltner and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by voice vote.

24. First Reading - Ordinance No. 2019-20 - Small-Scale Future Land Use Map Amendment/904 and 908 Taylor Road

Mayor Don Burnette read Ordinance No. 2019-20.

ORDINANCE NO. 2019-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +4.4 ACRES FROM OFFICE/RESIDENTIAL TRANSITION TO COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-20 was made by Councilman Scott Stiltner and Seconded by Vice Mayor Chase Tramont.

Motion to combine the discussion of Ordinance No. 2019-20 and Ordinance 2019-21 and adopt both ordinances was made by Councilman Scott Stiltner and

Seconded by Vice Mayor Chase
Tramont.

25. First Reading - Ordinance No. 2019-21 - Rezoning/904 and 908 Taylor Road

Mayor Don Burnette read Ordinance No. 2019-21.

ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +4.4 ACRES LOCATED AT 904 AND 908 TAYLOR ROAD FROM PROFESSIONAL OFFICE (PO) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Penelope Cruz, Planning Manager, provided details of the ordinance change and rezoning request and answered questions from Councilmembers. She informed Council that due to it having to go through the Volusia Growth Management Commission Review the second reading will be on the August 6, 2019 agenda instead of the July 16, 2019 agenda.

Joey Posey, attorney for the applicant, gave a presentation and provided further information on the existing use and desired changes.

Thomas Jordan, citizen, believes this is a good thing based on the reduction of traffic counts.

Motion carried unanimously by roll call
vote.

26. Resolution No. 19-22 - 1389 Reed Canal Rd./Brownfield Area Designation Request

Mayor Don Burnette read Resolution No. 19-22.

RESOLUTION NO. 19-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DESIGNATING THE PROPERTY LOCATED 1389 REED CANAL ROAD, IN THE CITY OF PORT ORANGE, AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC DEVELOPMENT; DIRECTING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR SAID

DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-22
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Scott
Stiltner.

Mrs. Cruz provided details of the Brownfield designation.

Motion carried unanimously by roll call
vote.

REGULAR AGENDA

27. First Reading - Ordinance No. 2019-22 - Trespassing on Public
Property

Mayor Don Burnette read Ordinance No. 2019-22.

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, AMENDING CHAPTER 58 OF THE CODE OF
ORDINANCES, TO ESTABLISH A NEW SECTION 58-4 SETTING
FORTH THE AUTHORITY AND PROCEDURES FOR THE
ISSUANCE OF TRESPASS WARNINGS FOR PUBLIC
PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-22
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Scott
Stiltner.

Matthew Jones, Deputy City Attorney, provided details of the ordinance being
proposed.

Mr. Reinhausen asked for clarification about blocking the sidewalks.

Kim McNew, citizen, asked if this applies to people loitering in front of fire hydrants and
on the medians. She would like something to be done about aggressive loiterers.

Motion carried unanimously by roll call
vote.

ADDITIONAL ITEMS

28. City Attorney

There was nothing further.

29. City Manager

Mr. Johansson suggested appointing Councilwoman Marilyn Ford to some of the City Committees on July 16, 2019. He also asked council if they would be willing to investigate leasing motorcycles. Mr. Johansson updated council on the commercial property loophole relating to code compliance requirements and informed council that the church on Madeline Ave. is already working on being brought into compliance, but the city is going to push for the property owner to be held accountable.

Ms. McNew is upset that this property is never in compliance but doesn't get any liens placed against it.

COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

- a. First Step Shelter - Vice Mayor Chase Tramont provided an update on the shelter.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided an update on an upcoming event.
- c. Roundtable of Elected Officials - Mayor Don Burnette provided an update from the meeting held with the elected official

ADJOURNMENT – 8:30 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 25, 2019

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilwoman Marilyn Ford Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION ITEMS

4. Resolution No. 19-27 - Budget Appropriation

Mayor Don Burnette explained the need to revisit this resolution as a motion was not made during the June 18, 2019 meeting but a vote was taken. Mayor Burnette read Resolution No. 19-27.

RESOLUTION NO. 19-27

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2019 BUDGET; TO BUDGET FOR VOLUSIA COUNTY ECHO GRANT 19-11 TO FUND THE REC CENTER REMODEL PROJECT PHASE I; TO BUDGET FOR THE REPLACEMENT OF THE HVAC UNITS AT THE LAKESIDE COMMUNITY CENTER; TO BUDGET FOR FDLE GRANT 2019-JAGD-VOLU-1- N3-037 TO FUND POLICE CELL PHONE SOFTWARE; TO BUDGET FOR THE TRANSFER FROM THE GENERAL FUND TO THE GOLF COURSE FUND FOR OPERATING EXPENSES; TO BUDGET FOR THE TRANSFER OF FUNDS FROM THE CITY MANAGER DEPARTMENT TO THE NON-DEPARTMENTAL DEPARTMENT TO FUND A LAND PURCHASE OPTION AGREEMENT; TO REDUCE APPROPRIATED EQUITY AND CONTINGENCY IN THE LEASE AND REPLACEMENT FUND FOR INVOICES ACCRUED IN FY18;

TO BUDGET FOR ADDITIONAL TRAINING IN THE POLICE
EDUCATION FUND; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-27
was made by Vice Mayor Chase Tramont
and Seconded by Councilman Drew
Bastian. Motion carried unanimously by
roll call vote.

ADJOURNMENT - 6:32 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 25, 2019

THE CITY COUNCIL WORKSHOP MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:33 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilwoman Marilyn Ford Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION ITEMS

4. Capital Improvement Plan (CIP) Discussion

Scott Neils, Finance Director, provided details from the CIP and explained the ongoing and new requests from Department Directors. Dr. Neils also answered questions posed by Council. Jake Johansson, City Manager, mentioned that many of the items listed were discussed during the 1/2 cent sales tax referendum that did not pass. The projects are still needed but will now need to be funded another way.

Mr. Johansson asked Council to provide direction relating to the use of fund balance to balance the budget. Council is open to this option.

Vice Mayor Chase Tramont asked for a series of workshops to discuss growth and funding. Mr. Johansson will provide his previous email to Councilwoman Ford regarding a three-step process of growth and then Council can discuss workshop options.

Mr. Johansson asked Council to consider Staff providing videos regarding line item changes for posting on the website and briefing Council on a high-level during Council meetings. If it fails, Staff can go back to the previous way. Councilwoman Ford suggested not providing the videos until the questions are asked by citizens and then prepare and provide the video on those questions asked.

Mr. Johansson discussed the overtime budget and the extra needs for the ambulance service. He'd like to add Saturday and Sunday to meet the needs. Council asked questions but had no objections as long as staff is not burnt out in the process.

ADJOURNMENT - 8:48 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7a) Award of ITB 19-22 Landscape Services Retention Ponds to Scotty Boy Landscaping & Maintenance LLC

DEPARTMENT: Public Works

GOAL: N/A

RECOMMENDED MOTION: Move to award ITB 19-22 Landscape Services for Retention Ponds Mowing, be awarded to lowest responsive bidder, Scotty Boy Landscaping & Maintenance LLC for an annual cost not to exceed \$62,228.00; authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Staff advertised and received three (3) responsive bids for ITB #19-22 Landscape Services for Retention Ponds Mowing. Scotty Boy Landscaping & Maintenance LLC was the lowest responsive bid of \$62,228.00. VerdeGo LLC submitted a bid of \$81,590.00 and Yellowstone Landscape submitted a bid of \$98,735.00.

Staff recommends bid be awarded to lowest responsive contractor, Scotty Boy Landscaping & Maintenance. The Standard Contract for Services will be issued for two (2) years from date signed with the option to renew for two (2) one-year terms provided both parties are in agreement.

Project No.: Funding Account No.: 412-1800-539-3414

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Scotty Boy ITB 19-22 Standard Contract for Services	Scotty Boy ITB 19-22 Standard Contract for Services.pdf
2.	ITB 19 22 Landscape Services for Retention Ponds Mowing bid package	ITB 19 22 Landscape Services for Retention Ponds Mowing bid package.pdf
3.	ITB 19 22 Landscape Maint Retention Ponds Attachment No 1 bid submittal price form	ITB 19 22 Landscape Maint Retention Ponds Attachment No 1 bid submittal price form.xlsx
4.	ITB 19 22 Landscape Services for Retention Ponds Mowing sign in sheet non mandatory pre bid	ITB 19 22 Landscape Services for Retention Ponds Mowing sign in sheet non mandatory pre bid.pdf
5.	ITB 19 22 Landscape Services for Retention Ponds Mowing Addendum	ITB 19 22 Landscape Services for Retention Ponds Mowing Addendum No

	No 1 of 1	1 of 1.pdf
6.	Scotty Boy Landscaping ITB 19 22 BID SUBMITTAL	Scotty Boy Landscaping ITB 19 22 BID SUBMITTAL.pdf
7.	VerdeGo LLC COPO ITB 19 22 Landscape Maint Retention Ponds BID SUBMITTAL	VerdeGo LLC COPO ITB 19 22 Landscape Maint Retention Ponds BID SUBMITTAL.pdf
8.	Yellowstone Landscape ITB 19-22 BID SUBMITTAL Submitted 6.13.19	Yellowstone Landscape ITB 19-22 BID SUBMITTAL Submitted 6.13.19.pdf
9.	ITB #19-22 LANDSCAPING SERVICES FOR RETENTION PONDS BID TABULATION FINAL	ITB #19-22 LANDSCAPING SERVICES FOR RETENTION PONDS BID TABULATION FINAL.pdf
10.	ITB 19 22 Intend to Award Retention Pond Landscape Services Scotty Boy Landscape and Maintenance LLC	ITB 19 22 Intend to Award Retention Pond Landscape Services Scotty Boy Landscape and Maintenance LLC.pdf

Kynah Cockcroft	Created/Initiated - 6/25/2019
Kynah Cockcroft	Approved - 6/25/2019
Julia Wiggins	Approved - 6/25/2019
Tom DiEulio	Approved - 6/25/2019
Ronny Buttrum	Approved - 6/26/2019
Lynn Stevens	Approved - 6/26/2019
Scott Neils	Approved - 6/27/2019
Margaret Roberts	Approved - 7/2/2019
Jake Johansson	Approved - 7/5/2019
Robin Fenwick	Final Approval - 7/5/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform professional landscaping maintenance and service of retention ponds, and as more specifically described in Invitation to Bid No. 19-22 ("ITB 19-22"), and Addendum No. 1 which are made a part hereof by reference. Contractor's Schedule of Unit Pricing, Specifications and Map of all retention pond mowing referenced in ITB 19-22 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-22 and Addendum No. 1 is available in the Office of the City Clerk.

(b) The time, manner and place for performance of such services shall be:

Term: The Initial Term of this Contract shall commence upon issuance of a written Notice to Proceed for a period of Two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order and written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit prices as set forth in Exhibit "1," in an amount not to exceed Sixty-Two Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$62,228.00) annually. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. CPI Rate Adjustments: If approved by City Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous years' contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

4. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

7. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

8. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

9. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

10. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

11. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

12. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

13. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

[Remainder of Page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

- | | |
|--------------------------|---|
| ☐ | Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination |
|--------------------------|---|

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

28. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Scotty Boy Landscaping and Maintenance, LLC
Stephanie E. Mims, Managing Member
1303 Dexter Drive West
Port Orange, FL 32129
(386) 871-0290 – Telephone
scottyboylandscaping@gmail.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

31. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

By: _____

Stephanie E. Mims, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Stephanie E. Mims, as Managing Member of Scotty Boy Landscaping and Maintenance, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-22 LANDSCAPING SERVICES for RETENTION PONDS Completed Attachment 1 Bid Proposal form MUST be included with Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.							
NAME OF BUSINESS:		Scotty Boy Landscaping & Maintenance LLC					
CONTACT PERSON:		Timothy (Scott) Mims					
EMAIL ADDRESS:		scottyboylandscaping@gmail.com					
AUTHORIZED NAME:							
AUTHORIZED							
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7	48	24	100	\$ 1,252.00
2	Frederick Avenue Retention Pond	95,931	2.2	140	24	N/A	\$ 3,360.00
3	Westridge Avenue Retention Pond	42,821	0.98	67	24	100	\$ 1,708.00
4	Farmbrook Road Retention Pond	47,000	1.08	74	24	100	\$ 1,876.00
5	Nova Road Retention Pond #1	60,040	1.38	94	24	100	\$ 2,356.00
6	Nova Road Retention Pond #2	90,125	2.07	130	24	100	\$ 3,220.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	195	24	N/A	\$ 4,680.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	97	24	N/A	\$ 2,328.00
9	Nova Road Retention Pond #5	65,075	1.49	102	24	N/A	\$ 2,448.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	96	24	N/A	\$ 2,304.00
11	Devon Street Retention Pond	47,060	1.08	73	24	N/A	\$ 1,752.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	36	24	N/A	\$ 864.00
13	Taylor Woods Retention Pond	125,550	2.88	185	24	N/A	\$ 4,440.00
14	Nixon Lane	26,220	0.60	41	24	N/A	\$ 984.00
15	Tompkins Drive Retention Pond	40,316	0.93	60	24	N/A	\$ 1,440.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	32	24	N/A	\$ 768.00
17	Canal View Boulevard Retention Pond	65,574	1.51	100	24	N/A	\$ 2,400.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	195	24	N/A	\$ 4,680.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	41	24	N/A	\$ 984.00
20	Causeway Retention Pond (west end)	4,784	0.11	8	24	N/A	\$ 192.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	357	24	N/A	\$ 8,568.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	91	24	N/A	\$ 2,184.00
23	Public Utilities Easement	15,210	0.35	24	24	N/A	\$ 576.00
24	Baywood Retention Pond	16,000	0.37	25	24	N/A	\$ 600.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	30	24	N/A	\$ 720.00
26	Viking Drive Retention Pond	10,800	0.25	36	24	N/A	\$ 720.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	30	24	N/A	\$ 720.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	30	24	N/A	\$ 720.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	22	24	N/A	\$ 528.00
29	Miles Drive Retention Pond	56,750	1.30	89	24	N/A	\$ 2,136.00
30	5096 Orange Blvd. Retention Pond	18,260	0.42	30	24	N/A	\$ 720.00
						TOTAL PRICE	\$ 62,228.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

Professional Landscaping Maintenance Service Retention Ponds

SCOPE OF WORK AND SPECIFICATIONS

Maps:

https://portorange.sharepoint.com/:f:/g/pw/admin/EhECkq487shliXxCnEKJtSAB8vVm6DBH-Aft4SR_gizoZw

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*.

Maps showing each area will be provided to all interested parties at the Non- Mandatory pre-bid meeting.

RETENTION POND MAINTENANCE

Class "D" Maintenance Level

A total of twenty-four (24) visit shall be provided annually.

All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Bermuda and Zoysia – 1-2 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS:

Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS:

Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS:

Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS:

Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS:

Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES:

Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of-of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS:

Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL:

Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS:

Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION:

If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE:

The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING:

Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE:

Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE:

Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS:

The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION:

The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES:

It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE:

It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.

(h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):

During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

CONTRACT TERMS AND RATE ADJUSTMENT:

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION:

The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

[Remainder of this page left intentionally blank]

End of Scope of Work

EXHIBIT “2”

(Consisting of 3 pages)

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Scotty Boy Landscaping and Maintenance, LLC
Principal Business Address: 1303 Dexter Drive West
Port Orange, Florida 32129
Contact Person: Stephanie E. Mims, Managing Member
Phone Number: (386) 871-0290

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$62,228.00 City Project Number: ITB 19-22 Landscape Services for Retention Ponds

Description of Work: Landscape Services for Retention Ponds

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in
ITB No. 19-22

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Scotty Boy Landscaping and Maintenance, LLC

ITB 19-22 Landscape Services for Retention Ponds Project No.: ITB 19-10

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Scotty Boy Landscaping and Maintenance, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SIXTY-TWO THOUSAND TWO HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$62,228.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Landscape Services for Retention Ponds, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Stephanie E. Mims, Managing Member

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

(Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

LANDSCAPE SERVICES FOR RETENTION PONDS MOWING



ITB #19-22

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: May 9, 2019

Bid Due Date and Time: June 13, 2019 at 1:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-22

LANDSCAPE SERVICES FOR RETENTION PONDS MOWING

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-22 LANDSCAPE SERVICES FOR RETENTION PONDS MOWING. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **1:30 P.M. on June 13, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 1:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid and Site Visit Conference for the project at **1:00 P.M.** (local time) on **May 23, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to acquiring the services for the Professional Landscaping Maintenance Service for Retention Ponds Mowing. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David VanValkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-22 LANDSCAPE SERVICES FOR RETENTION PONDS MOWING"** in the subject line. Last day for questions will be **May 30, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond

to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

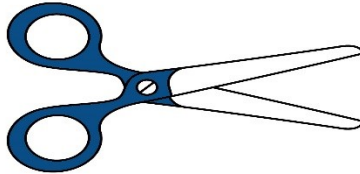
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-22 LANDSCAPE SERVICES FOR RETENTION PONDS MOWING."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **May 9, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #19-22 _____
BID TITLE:	LANDSCAPE SERVICES FOR RETENTION PONDS MOWING _____
DUE DATE/TIME:	June 13,2019 at 1:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of contracting for **Professional Landscaping Maintenance Service for Retention Ponds Mowing**.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:May 9, 2019

Non-Mandatory Pre-Bid ConferenceMay 23, 2019 at 1:00 P.M.

Deadline for Questions:May 30, 2019 by 5:00 P.M.

Final Addendum Posting:June 6, 2019 by 5:00 P.M.

Bids Due:June 13, 2019 by 1:30 P.M.

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non- Mandatory Pre-Bid and Site Visit Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-22 LANDSCAPING SERVICES for RETENTION PONDS MOWING" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

Professional Landscaping Maintenance Service Retention Ponds

SCOPE OF WORK AND SPECIFICATIONS

Maps:

https://portorange.sharepoint.com/:f/g/pw/admin/EhECkq487shliXxCnEKJtSAB8vVm6DBH-Aft4SR_gjzoZw

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. Maps showing each area will be provided to all interested parties at the Non- Mandatory pre-bid meeting.

RETENTION POND MAINTENANCE

Class “D” Maintenance Level

A total of twenty-four (24) visit shall be provided annually.

All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Bermuda and Zoysia – 1-2 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS:

Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS:

Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS:

Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS:

Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS:

Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES:

Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS:

Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL:

Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS:

Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION:

If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE:

The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING:

Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE:

Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE:

Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS:

The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION:

The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES:

It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE:

It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.

(h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):

During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

CONTRACT TERMS AND RATE ADJUSTMENT:

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION:

The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

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End of Scope of Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform

the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

- 28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 30. **Negotiator** is a member of the negotiation team.
- 31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
- 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that

is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the

performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required

on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the

Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the

contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be two (2) years with one (1) year renewal options agreed upon by both parties.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – Listing of Subcontractors
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____
of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING							
BID FORM							
CITY OF PORT ORANGE							
ITB # 19-22							
LANDSCAPING SERVICES for RETENTION PONDS							
Completed Attachment 1 Bid Proposal form MUST be included							
Instruction to save Attachment from DemandStar website:							
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.							
			NAME OF BUSINESS:				
			CONTACT PERSON:				
			EMAIL ADDRESS:				
			AUTHORIZED NAME:				
			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
				NUMBER		COST	
				COST PER No. MOWS		PER MULCH	
	Name	SQUARE FOOTAGE	ACRES	MOW	PER YEAR	APPLICATION	TOTAL ANNUAL COST
1	Commonwealth Boulevard Retention Pond	30,488	0.7		24		\$ -
2	Frederick Avenue Retention Pond	95,931	2.2		24	N/A	\$ -
3	Westridge Avenue Retention Pond	42,821	0.98		24		\$ -
4	Farmbrook Road Retention Pond	47,000	1.08		24		\$ -
5	Nova Road Retention Pond #1	60,040	1.38		24		\$ -
6	Nova Road Retention Pond #2	90,125	2.07		24		\$ -
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24	N/A	\$ -
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24	N/A	\$ -
9	Nova Road Retention Pond #5	65,075	1.49		24	N/A	\$ -
10	Whippoorwill Drive Retention Pond	61,348	1.41		24	N/A	\$ -
11	Devon Street Retention Pond	47,060	1.08		24	N/A	\$ -
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24	N/A	\$ -
13	Taylor Woods Retention Pond	125,550	2.88		24	N/A	\$ -
14	Nixon Lane	26,220	0.60		24	N/A	\$ -
15	Tompkins Drive Retention Pond	40,316	0.93		24	N/A	\$ -
16	Squirrel Nest Lane Retention Pond	20,000	0.46		24	N/A	\$ -
17	Canal View Boulevard Retention Pond	65,574	1.51		24	N/A	\$ -
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24	N/A	\$ -
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24	N/A	\$ -
20	Causeway Retention Pond (west end)	4,784	0.11		24	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24		24	N/A	\$ -
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33		24	N/A	\$ -
23	Public Utilities Easement	15,210	0.35		24	N/A	\$ -
24	Baywood Retention Pond	16,000	0.37		24	N/A	\$ -
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43		24	N/A	\$ -
26	Viking Drive Retention Pond	0	0.00		24	N/A	\$ -
27	Stillwood Court Retention Pond	0	0.00		24	N/A	\$ -
28	Ana Maria Retention Pond and Ditch	13,800	0.32		24	N/A	\$ -
29	Miles Drive Retention Pond	56,750	1.30		24	N/A	\$ -
30	5096 Orange Blvd. Retention Pond	18,260	0.42		24	N/A	\$ -
						TOTAL PRICE	\$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Additional Coverage:</u>	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Additional Coverage:</u>	<u>Limits:</u> Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

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

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents

RETENTION PONDS MAINTENANCE LEVELS

Class "D" Maintenance

TURF MAINTENANCE

	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7		24		\$ -
2	Frederick Avenue Retention Pond	95,931	2.2		24	N/A	\$ -
3	Westridge Avenue Retention Pond	42,821	0.98		24		\$ -
4	Farmbrook Road Retention Pond	47,000	1.08		24		\$ -
5	Nova Road Retention Pond #1	60,040	1.38		24		\$ -
6	Nova Road Retention Pond #2	90,125	2.07		24		\$ -
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24	N/A	\$ -
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24	N/A	\$ -
9	Nova Road Retention Pond #5	65,075	1.49		24	N/A	\$ -
10	Whippoorwill Drive Retention Pond	61,348	1.41		24	N/A	\$ -
11	Devon Street Retention Pond	47,060	1.08		24	N/A	\$ -
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24	N/A	\$ -
13	Taylor Woods Retention Pond	125,550	2.88		24	N/A	\$ -
14	Nixon Lane	26,220	0.60		24	N/A	\$ -
15	Tompkins Drive Retention Pond	40,316	0.93		24	N/A	\$ -
16	Squirrel Nest Lane Retention Pond	20,000	0.46		24	N/A	\$ -
17	Canal View Boulevard Retention Pond	65,574	1.51		24	N/A	\$ -
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24	N/A	\$ -
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24	N/A	\$ -
20	Causeway Retention Pond (west end)	4,784	0.11		24	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24		24	N/A	\$ -
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33		24	N/A	\$ -
23	Public Utilities Easement	15,210	0.35		24	N/A	\$ -
24	Baywood Retention Pond	16,000	0.37		24	N/A	\$ -
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43		24	N/A	\$ -
26	Viking Drive Retention Pond	10,800	0.25		24	N/A	\$ -
27a	Stillwood Court Retention Pond 1	13,500	0.31		24	N/A	\$ -
27b	Stillwood Court Retention Pond 2	5,500	0.13		24	N/A	\$ -
28	Ana Maria Retention Pond and Ditch	13,800	0.32		24	N/A	\$ -
29	Miles Drive Retention Pond	56,750	1.30		24	N/A	\$ -
30	5096 Orange Blvd. Retention Pond	18,260	0.42		24	N/A	\$ -
						TOTAL PRICE	\$ -

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:



**NON MANDATORY PRE-BID
CONFERENCE**

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

5/22/2019 1:00 P.M.

ITB# 19 22 Landscape Services for Retention Ponds Mowing Pricing Sheet

#	Name	Signature	Title	Company	Phone	Email
1	David Van Valkenburgh		Purchasing Agent	City of Port Orange	386-506-5704	dvanvalkenburgh@port-orange.org
2	Michael Hall		Buyer	City of Port Orange	386-506-5704	mhall@port-orange.org
3	Scott Mills		Owner	Scotty Boy Landscaping	386-872-0568	ScottyBoyLandscaping@gmail.com
4	Benny Genovese		Dir. of Bus. Dev. & Ven. Dev.	Verdeco	386-225-0223	bgenovese@verdeco.com
5	Ronny Buttrum		Deputy Director	COPU		
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

purchdiv@port-orange.org

ITB# 19-22 Landscaping Services for Retention Ponds Mowing

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 9, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

New Pricing sheet has been added to Demand Star and City of Port Orange Website

B. CHANGES TO SPECIFICATIONS:

N/a

C. QUESTIONS AND ANSWERS:

Question 1. Will the bids be read out loud?

Answer: Yes they will be out load in orrder they are received on the bid opening date that is specified in the ITB

Question 2. Item # 26 & #27 on the pricing sheet are not showing area, will we need to measure our self?

Answer: No, There is an error on our pricing sheet documents, the areas is:

26	Viking Drive Retention Pond	10,800	0.25
27a	Stillwood Court Retention Pond 1	13,500	0.31
27b	Stillwood Court Retention Pond 2	5,500	0.13



David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-22 remains unchanged.

END OF ADDENDUM NO. #1

Scotty Boy Landscaping & Maintenance LLC

THE CITY OF PORT ORANGE

ITB 19-22

PROFESSIONAL LANDSCAPING SERVICES FOR RETENTION PONDS MOWING

June 13, 2019

SCOTTY BOY LANDSCAPING & MAINTENANCE, LLC
1303 DEXTER DR W
PORT ORANGE, FL 32129
PH: 386-871-0290/EMAIL: SCOTTYBOYLANDSCAPING@GMAIL.COM

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – Listing of Subcontractors
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Scotty Boy Landscaping & Maintenance LLC
Name of Business

Timothy L. Miller
Authorized Signature

6-12-19
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Scotty Boy Landscaping & Maintenance LLC

1303 Dexter Dr W

NAME OF BUSINESS

MAILING ADDRESS

Port Orange, FL 32129

AUTHORIZED SIGNATURE

Timothy (Scott) Mims, Owner

CITY, STATE & ZIP CODE

386-871-0568

NAME, TITLE, TYPED

47-1373272

TELEPHONE NUMBER / FAX NUMBER

scottyboylandscaping@gmail.com

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of June 12, 2019 by

Timothy S. Mims, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 11/12/2021

Shana Odeino
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 5/30/19 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Scotty Boy Landscaping + Maint.
Name of Business

By: Timothy S. Minis
Printed Name: Timothy S Minis
Title: Owner

STATE OF Florida
COUNTY OF Vol. Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of June, 20 19 by
Timothy S Minis as Owner of
(NAME) (TITLE)
Scotty Boy Landscaping and who:
(NAME OF ORGANIZATION)

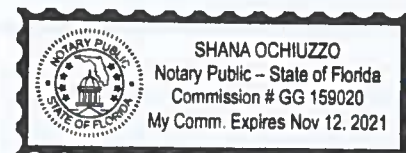
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Shana Ochiuzzo
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Scatty Bay Landscaping
Name of Business

By: Timothy S Mims
Printed Name: Timothy S Mims
Title: Owner

STATE OF Florida
COUNTY OF Vol. Volusia

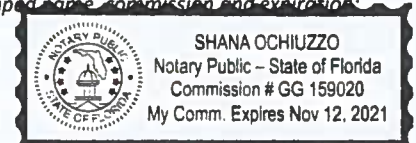
Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
Timothy S Mims (NAME), as Owner (TITLE) of
Scatty Bay Landscaping + Maint. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Shana Ochiuzzo
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Timothy Mims, who, being by me first duly sworn, made the following statement:

1. The business address of Scotty Boy Landscaping & Maintenance LLC (name of Offeror or business) is 1303 Dexter Dr W Port Orange, FL 32129.
2. My relationship to Scotty Boy Landscaping & Maintenance LLC (name of Offeror or business) is Owner (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Scotty Boy Landscaping
Name of Business

By: Timothy S Mims
Printed Name: Timothy S Mims
Title: Owner

STATE OF Florida
COUNTY OF Vol. Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by Timothy S. Mims, as owner of Scotty Boy Landscaping & Maintenance and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Shana Odunio
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Scotty Boy Landscaping & Maintenance LLC

SIGNED BY: *Timothy S. Mims*
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Timothy (Scott) Mims

TITLE: Owner

ADDRESS: 1303 Dexter Dr W

CITY: Port Orange STATE: Florida ZIP CODE: 32129

TELEPHONE: 386-872-0568 FAX: N/A

COMPLETION TIME: Two (2) years with one (1) year renewal option

F.E.I.N. NUMBER: 47-1373272

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. *Scotty Boy Landscaping & Maintenance LLC*
- B. Permanent main office address. *1303 Dexter Dr W Port Orange, FL 32129*
- C. Date organized. *July 18, 2014*
- D. If a corporation, where incorporated. *Not applicable.*
- E. How many years have you been engaged in the contracting business under your present firm or trade name? *Approximately five (5) years.*
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *The City of Port Orange, \$304,917.83, two (2) years from October 1, 2018 and can be renewed for up to two (2) one year renewal periods.*
- G. General character of work performed by your company. *Landscaping services using hand or power tools or equipment performing the following: mowing, edging, weed eating, sod laying, mulching, trimming, planting, digging and raking.*
- H. Have you ever failed to complete any work awarded to you? If so, where and why? *No.*
- I. Have you ever defaulted on a contract? If so, where and why? *No.*
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *The City of Port Orange Facility Landscape Maintenance Services, \$304,917.83, in progress.*
- K. List your major equipment currently owned or leased. *Two (2) vehicles, two (2) cargo trailers, five (5) commercial cutting units, six (6) commercial trimmers, six (6) commercial edgers, five (5) commercial blowers and three (3) commercial hedge trimmers.*
- L. Experience in work similar to this type of project. *The City of Port Orange Facility Landscape Maintenance Services and over one-hundred properties, including commercial and residential.*
- M. Background and experience of the principal members of your organization, including the officers. *Over twenty years of experience in maintaining golf courses and residential and commercial properties throughout Georgia and Florida.*
- N. Credit currently available: \$ 150,000.00
- O. Give bank reference: TD Bank (Lynn English)
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *Yes*

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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

Scotty Boy Landscaping
Name of Business

By: Timothy S. Mims
Printed Name: Timothy S. Mims
Title: Owner

STATE OF Florida
COUNTY OF Volusia

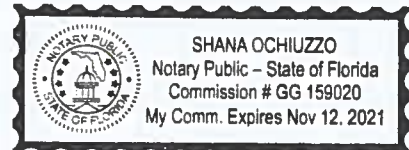
Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
Timothy S. Mims, as Owner
of Scotty Boy Landscaping and who:
Maint.

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Shana Ochiuzzo
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: WORC Inc.
Contact Person: Lorelei Faglier
City, State: Daytona Beach, FL
Telephone Number: 386-274-6518
Email Address: lfaglier@sunrisegroup.org
Description of goods or
Services provided: Landscaping maintenance for 11 properties throughout Volusia County
Contract Amount: \$34,800.00/yr
Start/End Date of Contract: 8/1/17 – in progress
2. Company Name: Clifton Management
Contact Person: Michelle Menard
City, State: Port Orange, FL 32127
Telephone Number: 386-767-5575
Email Address: michellemenard@cliftonmanagement.com
Description of goods or
Services provided: Landscaping upgrade for 24 buildings
Contract Amount: \$17,800.00
Start/End Date of Contract: 5/1/15 through 11/1/15
3. Company Name: Watson Property Management
Contact Person: Jessica Foster
City, State: Port Orange, FL
Telephone Number: 386-322-6403
Email Address: jessicafoster@watsonrealtycorp.com
Description of goods or
Services provided: Landscaping maintenance for various properties throughout Volusia County
Contract Amount: Work Orders Assigned/Amounts vary
Start/End Date of Contract: Not Applicable

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Not applicable

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #19-22

BUSINESS NAME: Scotty Boy Landscaping & Maintenance LLC

CONTACT PERSON/TITLE: Timothy (Scott) Mims

MAILING ADDRESS: 1303 Dexter Dr W

CITY-STATE-ZIP: Port Orange, FL 32129

Length of Time at Address Provided: 4 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 47-1373272

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-872-0568 FAX: N/A

EMAIL: scottyboylandscaping@gmail.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Timothy S. Mims who, after being sworn according to law, stated that he or she was authorized to represent Scotty Boy Land and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Shana Ochiuzzo

Shana Ochiuzzo
SIGNATURE OF NOTARY PUBLIC

THIS 12 DAY OF June, 2012

My Commission Expires: 11/12/2021

NOTARY SEAL

Timothy S Mims 6-12-19
SIGNATURE OF AFFIANT DATE

Timothy S Mims Owner
PRINTED NAME OF AFFIANT / TITLE

Scotty's Landscaping
COMPANY



This document must be completed and returned with your Submittal

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Scotty Boy Landscaping & Maintenance LLC

Timothy (Scott) Mims

scottyboylandscaping@gmail.com

AUTHORIZED

TURF MAINTENANCE

Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH	TOTAL ANNUAL COST
			MOW	PER YEAR	APPLICATION	
Commonwealth Boulevard Retention Pond	30,488	0.7	48	24	100	\$ 1,252.00
Frederick Avenue Retention Pond	95,931	2.2	140	24	N/A	\$ 3,360.00
Westridge Avenue Retention Pond	42,821	0.98	67	24	100	\$ 1,708.00
Farmbrook Road Retention Pond	47,000	1.08	74	24	100	\$ 1,876.00
Nova Road Retention Pond #1	60,040	1.38	94	24	100	\$ 2,356.00
Nova Road Retention Pond #2	90,125	2.07	130	24	100	\$ 3,220.00
Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	195	24	N/A	\$ 4,680.00
Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	97	24	N/A	\$ 2,328.00
Nova Road Retention Pond #5	65,075	1.49	102	24	N/A	\$ 2,448.00
Whippoorwill Drive Retention Pond	61,348	1.41	96	24	N/A	\$ 2,304.00
Devon Street Retention Pond	47,060	1.08	73	24	N/A	\$ 1,752.00
Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	36	24	N/A	\$ 864.00
Taylor Woods Retention Pond	125,550	2.88	185	24	N/A	\$ 4,440.00
Nixon Lane	26,220	0.60	41	24	N/A	\$ 984.00
Tompkins Drive Retention Pond	40,316	0.93	60	24	N/A	\$ 1,440.00
Squirrel Nest Lane Retention Pond	20,000	0.46	32	24	N/A	\$ 768.00
Canal View Boulevard Retention Pond	65,574	1.51	100	24	N/A	\$ 2,400.00
Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	195	24	N/A	\$ 4,680.00
Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	41	24	N/A	\$ 984.00
Causeway Retention Pond (west end)	4,784	0.11	8	24	N/A	\$ 192.00
Cambridge Pump Station Retention Pond	228,300	5.24	357	24	N/A	\$ 8,568.00
Spruce Creek Estates Swale Areas (2)	58,160	1.33	91	24	N/A	\$ 2,184.00
Public Utilities Easement	15,210	0.35	24	24	N/A	\$ 576.00
Baywood Retention Pond	16,000	0.37	25	24	N/A	\$ 600.00
Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	30	24	N/A	\$ 720.00
Viking Drive Retention Pond	10,800	0.25	30	24	N/A	\$ 720.00
Stillwood Court Retention Pond 1	13,500	0.31	30	24	N/A	\$ 720.00
Stillwood Court Retention Pond 2	5,500	0.13	30	24	N/A	\$ 720.00
Ana Maria Retention Pond and Ditch	13,800	0.32	22	24	N/A	\$ 528.00
Miles Drive Retention Pond	56,750	1.30	89	24	N/A	\$ 2,136.00
5096 Orange Blvd. Retention Pond	18,260	0.42	30	24	N/A	\$ 720.00

TOTAL PRICE	\$	62,228.00
--------------------	-----------	------------------

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Scotty Boy Landscaping, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1303 Dexter Dr. W Port Orange FL 32129, Tel.: 386-872-0568 (hereinafter called "PRINCIPAL"), and Stephanie mims, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1303 Dexter Dr W Port Orange FL 32129, Tel.: 386-872-0568 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Three thousand one hundred eleven dollars dollars and (40) /100 (\$ 3,111.40), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated June 13, 2017, for:

Project Name / Bid No.: ITB 19-22 Professional Landscaping Services for Retention Ponds Mowing

Project Address: 1000 City Center Circle
Port Orange FL 32129

Legal Description: See Attached

Description of Work: Landscaping Services for retention ponds.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

12 IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this day of June, A.D. 2019, 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Timothy S. Mims
Signature
Owner
Corporate Officer & Title

ATTEST:

Stephanie Mims
Signature
Corporate Secretary (Affix Corporate Seal)

SURETY:

Timothy S. Mims
Attorney-in-Fact (signature)
Timothy S. Mims / Owner
Name & Title
Scotty Bay Landscaping & Lawn
Name of Local Resident Agent
Port Orange, Florida, 32129
City, State, Zip
386-872-0568
Telephone:
A.M. Best No.: _____ NAIC No.: _____

WITNESSES:

Shana Ochiuzzo
Cathy Draper
ATTEST:
Stephanie Mims
Signature
Corporate Secretary (Affix Corporate Seal)

STATE OF

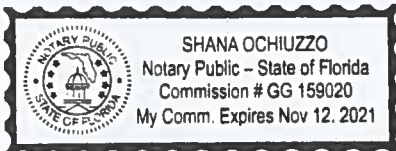
COUNTY OF

Florida
Volusia

Before me this day personally appeared Timothy S. Mims (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Scotty Bay Landscaping (corporate surety) and that this person has been authorized by Scotty Bay Landscaping (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Timothy S. Mims
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 12 day of June, 2019 by Timothy S. Mims who is personally known to me or who produced Florida as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Shana Ochiuzzo
Commission No.: GG 159020
Commission Expires: 11/12/2021
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

2018/2019

Volusia County Business Tax Receipt

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



Account # 201407210007 Expires: September 30, 2019
Business Location: 1303 W DEXTER DR

Business Name: SCOTTY BOY LANDSCAPING AND MAINTENANCE
Owner Name: STEPHANIE MIMS
Mailing Address: 1303 W DEXTER DR
PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Business Service	471	4	\$22.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 09/29/2018
RECEIPT #: WWW-17-00032699
TOTAL TAX: 22.00
PENALTY: 0.00
TOTAL PAID: 22.00



Business Name: SCOTTY BOY LANDSCAPING AND MAINTENANCE
Owner Name: STEPHANIE MIMS
Mailing Address: 1303 W DEXTER DR
PORT ORANGE, FL 32129



Account # 201407210007 Expires: September 30, 2019
Business Location: 1303 W DEXTER DR

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

2019 City of Port Orange Business Tax Receipt



SCOTTY BOY LANDSCAPING AND MAINTENANCE LLC
1303 W DEXTER DR

PORT ORANGE FL 32129-7402

ISSUE DATE: October 01, 2018

EXPIRATION DATE: September 30, 2019

OWNER NAME:

BUSINESS ADDRESS: 1303 W DEXTER DR

BUSINESS TAX NUMBER: 19-00024194

CLASSIFICATION: LAWN CARE/YARD WORK HOME BASED

COMMENTS: OFFICE AND TELEPHONE ONLY /LANDSCAPING

STATE LICENSE NUMBER:
(If Applicable)

TOTAL PAID: \$20.00

RESTRICTIONS: NO TREE REMOVAL

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July as a courtesy reminder to allow time for processing payments, printing, and mailing renewed Receipts. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000113458

Entity Name: SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

Current Principal Place of Business:

1303 DEXTER DRIVE W
PORT ORANGE, FL 32129

Current Mailing Address:

1303 DEXTER DRIVE W
PORT ORANGE, FL 32129 US

FEI Number: 47-1373272

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MIMS, STEPHANIE E
1303 DEXTER DRIVE W
PORT ORANGE, FL 32129 US

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

SIGNATURE: STEPHANIE E MIMS

04/30/2019

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail:

Title AP
Name MIMS, STEPHANIE E
Address 1303 DEXTER DR W
City-State-Zip: PORT ORANGE FL 32129

Title AMBR
Name MIMS, TIMOTHY S
Address 1303 DEXTER DR W
City-State-Zip: PORT ORANGE FL 32129

Title MGRM
Name MIMS, STEPHANIE E
Address 1303 DEXTER DR W
City-State-Zip: PORT ORANGE FL 32129

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other the empowered.

SIGNATURE: STEPHANIE MIMS

AP

04/30/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



City of Port Orange
Landscape Services for Retention
Ponds Mowing
ITB #19-22

6/13/19



386-931-6018 Phone
3335 North State Street
Bunnell, FL 32110

June 13, 2019

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: Bid Proposal For Landscape Maintenance

Dear Mr. Van Valkenburgh,

Thank you for the opportunity to provide a proposal for City of Port Orange Retention Ponds Mowing. At VerdeGo, we fully understand the high expectations for your property, and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 15 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 60 full-time employees. Many of our employees have multiple certifications (BMP, OHSA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

T.J. McNitt
Owner
tmcnitt@verdego.com
386-931-6018

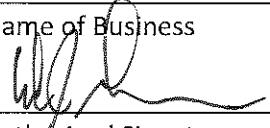


Proposal

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Vendor’s Acknowledgement
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free/Tie Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Affidavit of Anti-Collusion
- X Form 7.7– Statement of Vendor’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – Local Business Affidavit of Eligibility
- X Form 7.10 – Listing of Subcontractors
- X Attachment 1 – Bid Proposal
- X Bid Bond
- X Copy of License (Contractor, Sunbiz, etc.)
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: VerdeGo LLC
Name of Business

Authorized Signature
June 12, 2019
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

VerdeGo LLC

NAME OF BUSINESS

[Signature]

AUTHORIZED SIGNATURE

PO Box 789

MAILING ADDRESS

Bunnell, FL 32110

CITY, STATE & ZIP CODE

William Genovese/ Dir. of Business Development

NAME, TITLE, TYPED

386-437-3122/

TELEPHONE NUMBER / FAX NUMBER

27-4398666

FEDERAL IDENTIFICATION #

bgenovese@verdego.com

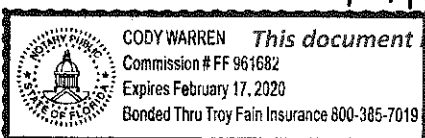
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of 12 June, 2019 by William Genovese, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 02/17/2020

[Signature]
Notary Public



This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 5/30/19 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

VerdeGo LLC

Name of Business

By: [Signature]

Printed Name: William Genovese

Title: Director of Business Development

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
William Genovese, as Director of Business Development of

(NAME)

(TITLE)

VerdeGo LLC

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

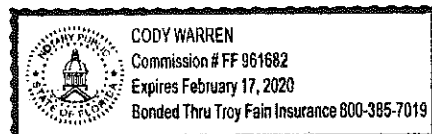
☐ has produced _____ as identification.

Cody Warren

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

VerdeGo LLC

Name of Business

By: [Signature]

Printed Name: William Genovese

Title: Director of Business Development

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
William Genovese, as Director of Business Development of

(NAME)

(TITLE)

VerdeGo LLC

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

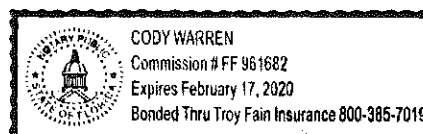
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Cody Warren

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant William Genovese, who, being by me first duly sworn, made the following statement:

1. The business address of VerdeGo LLC (name of Offeror or business) is 3335 N. State Street, Bunnell, FL 32110.
2. My relationship to VerdeGo LLC (name of Offeror or business) is Dir. of Business Dev. (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

VerdeGo LLC
Name of Business
By: [Signature]
Printed Name: William Genovese
Title: Dir. of Business Development

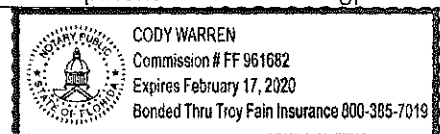
STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
William Genovese as Director of Business Development of
VerdeGo LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Cody Warren
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: VerdeGo LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: William Genovese

TITLE: Director of Business Development

ADDRESS: 3335 N. State Street (PO Box 789)

Bunnell
CITY: STATE: FL ZIP CODE: 32110
386-437-3122

TELEPHONE: FAX: 386-437-6883

COMPLETION TIME: _____

F.E.I.N. NUMBER: 27-4398666

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. VerdeGo LLC
- B. Permanent main office address. 3335 N. State Street, Bunnell, FL 32110
- C. Date organized. 12/31/2010
- D. If a corporation, where incorporated. N/A
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 8.5 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. See Attached
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment currently owned or leased. See Attached
- L. Experience in work similar to this type of project. Florida Hospital, LPGA, Reserve at Ormond, Rivertown (Mattamy Homes), City of Flager Beach, City of Daytona Beach
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 350,000
- O. Give bank reference: Lauri Alves- Intracoastal Bank
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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

VerdeGo LLC
Name of Business
By: [Signature]
Printed Name: William Genovese
Title: Dir. of Business Development

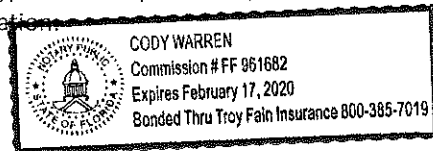
STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 12 day of June, 2019, by
William Genovese, as Director of Business Development
of VerdeGo LLC and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Cody Warren
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
			Rivers Edge CDD	
Ford	F-250	2017	Truck 2045	MT-St. Augustine
Trailer	Anvil	2018	Trailer T-111	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Troy Built		Troy Built 30" Push Mower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS130		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	MS130		Stihl Chain Saw	MT-St. Augustine
Ford	F-150	2012	Truck 2027	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	KM130R		Stihl Combo Unit	MT-St. Augustine
Vaccum	Billt Goat		Billy Goat Leaf Vacuum	MT-St. Augustine
Isuzu	NPR	2019	Truck 2055	MT-St. Augustine
Trailer	Tandem	2019	Trailer Dump T-122	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	FC91Z		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
ATV	Kubota		Kubota 4 Seater RTV-X1140W-A	MT-St. Augustine
Ford	Transit	2019	Transit 2059	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
			Middle Village and Double Branch	
Ford	F-250	2017	Truck 2049	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-113	MT-St. Augustine
Mower	Exmark		Exmark Vantage 52" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Push Mower 30"	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC90		Stihl Edger	MT-St. Augustine
2-Cycle	FS91R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2018	Truck 2056	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-120	MT-St. Augustine
Mower	Exmark		Exmark Vantage 60" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2019	Truck 2057	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-121	MT-St. Augustine
Mower	Exmark		Exmark 72" RD ZTR	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
Mower	Toro		Toro Reel Master 3100-D	MT-St. Augustine
Mower	Toro		Toro Greens Master 1600	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
2-Cycle	MS170		Stihl Chainsaw	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
Bartram Springs CDD				
Ford	F-250	2017	Truck 2061	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-126	MT-St. Augustine
Isuzu	NPR	2019	Truck 2062	MT-St. Augustine
Mower	Exmark		52" Walk Behind X-Series	MT-St. Augustine
Mower	Exmark		60" ZTR	MT-St. Augustine
Mower	Exmark		96" ZTR Diesel	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HT103		Stihl Polesaw	MT-St. Augustine
2-Cycle			Stihl Combo Unit	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
World Golf Village				
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine



June 12,2019

VerdeGo has a wide range of experience, knowledge and resources allowing us to offer a truly complete selection of landscape installation, maintenance, and management services to our clientele. VerdeGo maintains a wide range of clients with diverse project requirements that give us a unique perspective on effectively meeting expectations economically, as well as maximizing communication, stressing safety and ensuring the highest levels of quality and productivity.

Meeting Your Goals

VerdeGo's key is our intensive planning and scheduling phase. When we design the plan for successful completion of a project, our team collaborates on a companywide level to ensure all facets of the operation are accounted for in the plan. The services we provide include proposal development, pre-construction meetings, project timelines, regular project schedule reviews, site visit reviews, task planning, and other project planning amenities. Our planning for projects continues throughout the project life cycle, but is most important during the initial phase of the project. VerdeGo's specialized team continues to utilize the most innovative solutions to keep our projects up-to-date, on task, within the budget, and ahead of schedule. Collaboration is a critical component of a successful project and our team strives to keep an open source of communication so that we can meet our goals.

Quality Assurance

Our reputation is built upon the quality of service we provide, along with the value of the product we deliver. Our success is dependent upon constant improvement to our organization. Our highly skilled and qualified staff are equipped to implement these improvements to provide our clientele with quality and value on any project.

Our Quality Assurance program is designed to meet and exceed our client's expectations, not only by the way of deliverables, but also the activities performed to produce those deliverables. Our quality control staff has an extensive portfolio in tasks such as:

- Management Oversight
- Quality Control
- Record Keeping
- Safety and Technical Training
- Purchase Leveraging
- Permitting and Regulations Management
- Innovations through Technology

Our goal is to provide our clients with the best quality possible. We continuously evaluate our systems and work towards advancing our knowledge in the industry to provide as promised results to our clients.

Performance

- We strive to improve ourselves by routinely seeking and giving feedback.
- We measure our performance against established expectations and take corrective action as needed.
- We make time for training and development.
- We know that successful performance is no accident. It requires discipline and active commitment to be exceptional.

Please feel free to contact us if you have any questions. It would be a pleasure to meet with you and introduce our team.

F. Contracts on Hand:

- Rivertown (Mattamy Homes) \$1,100,000
- Oakleaf Plantation (Double Branch Middle Village CDDs) \$785,000
- Ocean Hammock POA \$625,000
- Advent Health Hospital \$350,000
- City of Daytona Beach \$270,00
- Additional Contracts will be provided by request

M: Background and experience of the principal members of your organization:

Collectively, our owner and two additional senior leaders have 60+ years of combined landscape industry experience. Also, our members have municipal experience working with Florida organizations such as: The City of Palm Coast, City of Ormond Beach, City of New Smyrna, and Volusia County Schools. Our staff hold multiple University of Florida Certifications, General Contracting License, Arborist Certification, as well as degrees from accredited institutions in Finance, Turfgrass Management, Landscape Construction & Contracting, plus: landscape Horticulture.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Daytona Beach
Contact Person: Mark Pincket- Technical Services Contract Manager
City, State: Daytona Beach, FL
Telephone Number: 386-671-8634
Email Address: PincketMark@CODB.US
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$270,000
Start/End Date of Contract: On Going
2. Company Name: Advent Health (Formerly Florida Memorial Hospital)
Contact Person: Drew Doste
City, State: Daytona Beach, FL
Telephone Number: 386-231-3084
Email Address: richard.droste@fhmmc.org
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$300,000-\$400,000
Start/End Date of Contract: 12/18/15-12/31/2019
3. Company Name: Ocean Hammock POA
Contact Person: Chris Abdalla
City, State: Palm Coast, FL
Telephone Number: 386-445-6333
Email Address: cabdalla@mayresort.com
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$625,000
Start/End Date of Contract: On Going

This document must be completed and returned with your Submittal.

References



Project Name: Rivers Edge CDD– Rivertown (Mattamy Homes Community)

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Louis Cowling

90 Lanier Street, St. Johns, FL 32259

904-362-8099

Louis.Cowling@mattamycorp.com

Project Name: Ocean Hammock POA

Client Since: 2017

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Chris Abdalla (May Management)

1 Hammock Beach Parkway

Palm Coast, FL 32137

Project Name: Bartram Springs CDD

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Kevin Colcord—Board President

14530 E Cherry Lake Dr

Jacksonville, FL 32258

904-451-6808

*As of Jan.1, 2019 we earned the contract for Oakleaf Plantation, which consists of both Double Branch CDD and Middle Village CDD.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	N/A				
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: A & M Tree Service

Description of Work: Arborcare / Palm & Tree Pruning

Percent of Contract Price: 20%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: VerdeGo LLC

CONTACT PERSON/TITLE: William Genovese- Dir. of Business Development

MAILING ADDRESS: PO Box 789

CITY-STATE-ZIP: Bunnell, FL 32110

Length of Time at Address Provided: 10 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 27-4398666

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-437-3122 FAX: 386-437-6883

EMAIL: bgenovese@verdego.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

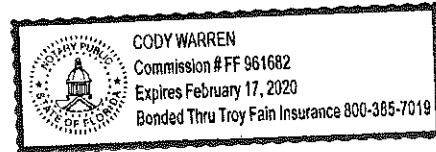
- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared William Genovese who, after being sworn according to law, stated that he or she was authorized to represent VerdeGo LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Cody Warren
SIGNATURE OF NOTARY PUBLIC
THIS 12 DAY OF June, 20 19
My Commission Expires: 02/17/2020
[Signature] 6/12/19
SIGNATURE OF AFFIANT DATE

NOTARY SEAL



William Genovese / Dir. of Business Development
PRINTED NAME OF AFFIANT / TITLE

VerdeGo, LLC
COMPANY

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-22 LANDSCAPING SERVICES for RETENTION PONDS Completed Attachment 1 Bid Proposal form MUST be included with Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.							
			NAME OF BUSINESS:		VerdeGo LLC		
			CONTACT PERSON:		William Genovese		
			EMAIL ADDRESS:		bgenovese@verdego.com		
			AUTHORIZED NAME:				
			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH	TOTAL ANNUAL COST
				MOW	PER YEAR	APPLICATION	
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$50.00	24	\$500.00	\$ 1,700.00
2	Frederick Avenue Retention Pond	95,931	2.2	\$90.00	24	N/A	\$ 2,160.00
3	Westridge Avenue Retention Pond	42,821	0.98	\$75.00	24	\$500.00	\$ 2,300.00
4	Farmbrook Road Retention Pond	47,000	1.08	\$75.00	24	\$550.00	\$ 2,350.00
5	Nova Road Retention Pond #1	60,040	1.38	\$100.00	24	\$700.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$125.00	24	\$740.00	\$ 3,740.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$500.00	24	N/A	\$ 12,000.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$200.00	24	N/A	\$ 4,800.00
9	Nova Road Retention Pond #5	65,075	1.49	\$100.00	24	N/A	\$ 2,400.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$100.00	24	N/A	\$ 2,400.00
11	Devon Street Retention Pond	47,060	1.08	\$90.00	24	N/A	\$ 2,160.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$35.00	24	N/A	\$ 840.00
13	Taylor Woods Retention Pond	125,550	2.88	\$200.00	24	N/A	\$ 4,800.00
14	Nixon Lane	26,220	0.60	\$50.00	24	N/A	\$ 1,200.00
15	Tompkins Drive Retention Pond	40,316	0.93	\$100.00	24	N/A	\$ 2,400.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$50.00	24	N/A	\$ 1,200.00
17	Canal View Boulevard Retention Pond	65,574	1.51	\$100.00	24	N/A	\$ 2,400.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$175.00	24	N/A	\$ 4,200.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	\$50.00	24	N/A	\$ 1,200.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$25.00	24	N/A	\$ 600.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$500.00	24	N/A	\$ 12,000.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$100.00	24	N/A	\$ 2,400.00
23	Public Utilities Easement	15,210	0.35	\$25.00	24	N/A	\$ 600.00
24	Baywood Retention Pond	16,000	0.37	\$50.00	24	N/A	\$ 1,200.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	\$50.00	24	N/A	\$ 1,200.00
26	Viking Drive Retention Pond	10,800	0.25	\$35.00	24	N/A	\$ 840.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	\$25.00	24	N/A	\$ 600.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	\$25.00	24	N/A	\$ 600.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$25.00	24	N/A	\$ 600.00
29	Miles Drive Retention Pond	56,750	1.30	\$100.00	24	N/A	\$ 2,400.00
30	5096 Orange Blvd. Retention Pond	18,260	0.42	\$50.00	24	N/A	\$ 1,200.00
						TOTAL PRICE	\$ 81,590.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that VerdeGo Landscape, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3335 North State Street, Bunnell, FL 32110, Tel.: 386-437-3122, (hereinafter called "PRINCIPAL"), and Travelers Casualty and Surety Company of America, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Tower Square, Hartford, CT 06183, Tel.: 407-388-3247 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated June 13, 2019, for:

Project Name / Bid No.: ITB #19-22, Landscape Services for Retention Ponds Mowing

Project Address:

Legal Description: See Attached

Description of Work: Landscape Services for Retention Ponds Mowing

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 12th day of June, A.D. 2019, 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: VerdeGo Landscape, LLC

ATTEST:

Signature
Dir of Business Development
Corporate Officer & Title

Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Travelers Casualty
SURETY: and Surety Company of America

ATTEST:

Attorney-in-Fact (signature)
Tyler D. DeBord, Attorney-In-Fact
Name & Title
Tyler D. DeBord
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 003609 NAIC No.: 31194

Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Tyler D. DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Travelers Casualty and Surety Company of America (corporate surety) and that this person has been authorized by Travelers Casualty and Surety Company of America (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Tyler D. DeBord

Sworn to / Affirmed and subscribed before me this 12th day of June, 2019, by Tyler D. DeBord, who is personally known to me or who produced as identification.



ASHLEY TYREE
Notary Public, State of Florida
My Comm. Expires June 23, 2019
Commission No. FF 243705

Signature
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: FF 243705
Commission Expires: June 23, 2019
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

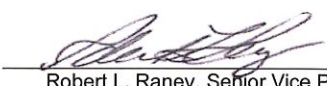
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord of Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 

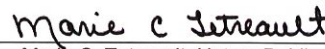
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

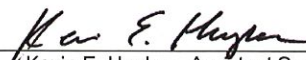
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
VERDEGO, LLC

Filing Information

Document Number	L10000028990
FEI/EIN Number	27-4398666
Date Filed	03/15/2010
State	FL
Status	ACTIVE
Last Event	LC AMENDED/RESTATED ARTICLE/NAME CHANGE
Event Date Filed	12/30/2010
Event Effective Date	12/31/2010

Principal Address

3335 N. STATE STREET
BUNNELL, FL 32110

Changed: 03/16/2011

Mailing Address

P.O.BOX 789
BUNNELL, FL 32110

Registered Agent Name & Address

MCNITT, TERRY MJR, Jr.
3335 N. State St
Bunnell, FL 32110

Name Changed: 02/03/2017

Address Changed: 02/03/2017

Authorized Person(s) Detail

Name & Address

Title MGR

MCNITT, TERRY, Jr.
3335 N. STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2017	02/03/2017
2018	02/20/2018
2019	02/08/2019

Document Images

02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
08/20/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
12/30/2010 -- LC Amended/Restated Article/NC	View image in PDF format
03/15/2010 -- Florida Limited Liability	View image in PDF format

Certifications & Licenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

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).

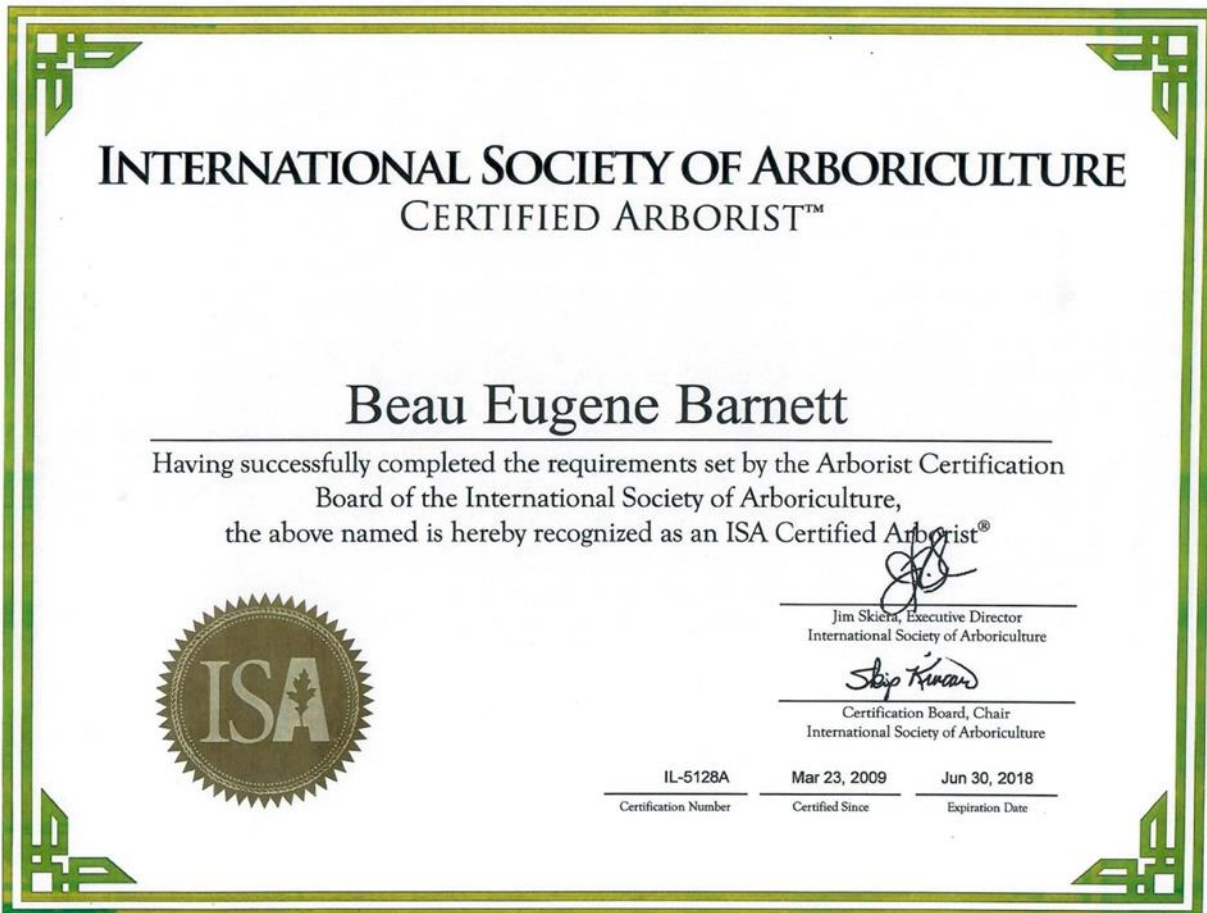
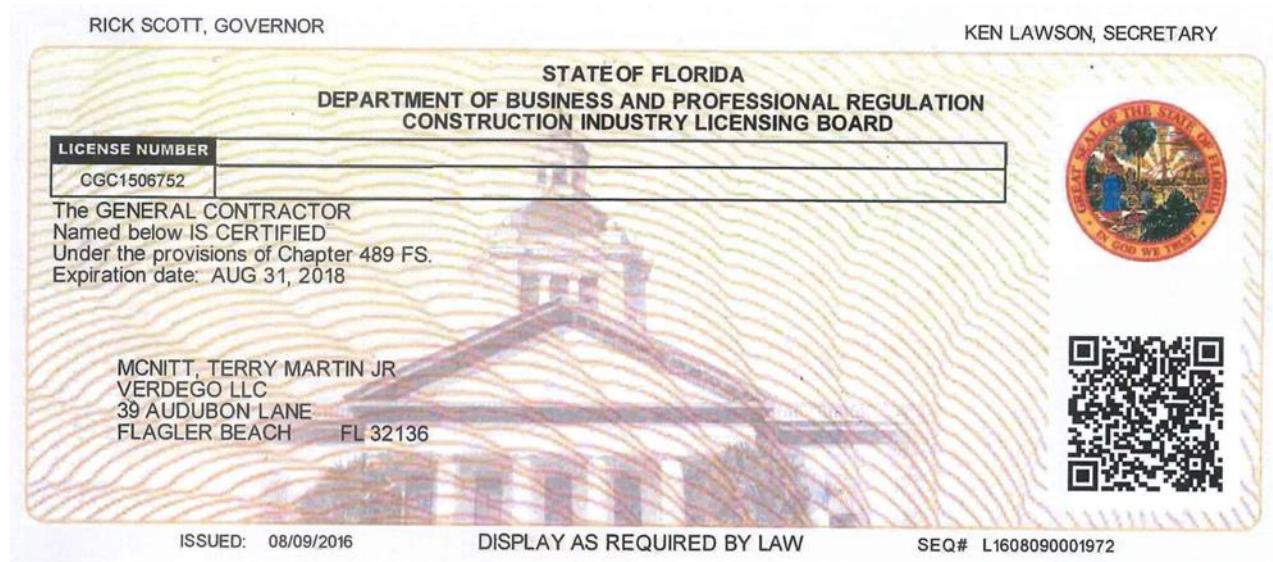
PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT Melissa Adrian, CPSR NAME: PHONE (386) 767-3161 (A/C, No, Ext): FAX (386) 760-1770 (A/C, No): E-MAIL melissa@catonhosey.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance Company	
		INSURER B: Builders Mutual Insurance company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL17122118677 **REVISION NUMBER:**

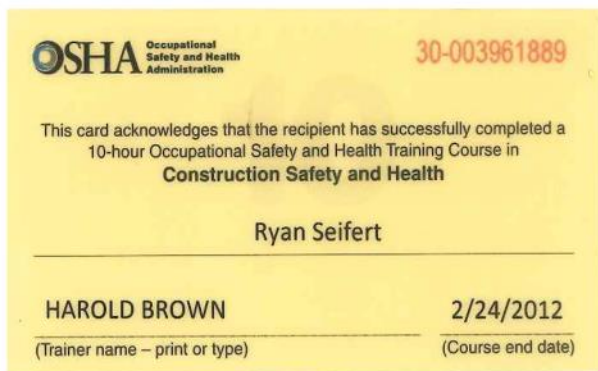
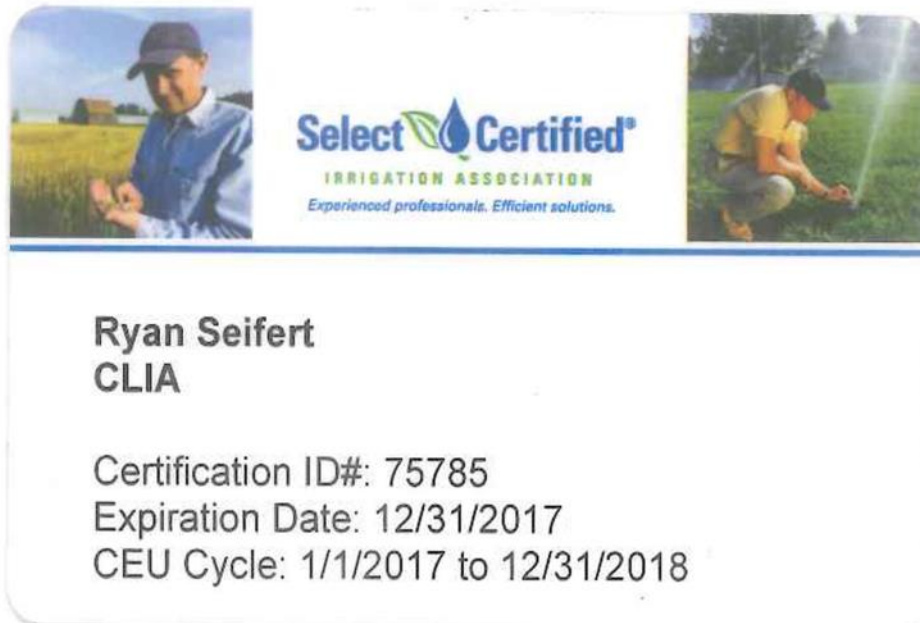
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 ☒ CUR \$500 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			TRA5095617	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TRA5095617	01/01/2018	01/01/2019	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 ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			TRA5095617	01/01/2018	01/01/2019	☒ OCCUR ☐ CLAIMS-MADE EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCP1056353-0	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Certifications & Licenses



Certifications & Licenses



Certifications & Licenses



State of

Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB262544

VERDEGO

3335 NORTH STATE STREET, BUNNELL, FL 32110

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2018 as prescribed by Law.

Adam H. Putnam
Commissioner of Agriculture

Issue Date: August 23, 2017

FDACS 13618. 06/01

Certifications & Licenses



Certifications & Licenses



Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Examination & Licensing Unit
PO BOX 441
Trenton, NJ 08625-0411
(609)-777-1013

Please detach your license and carry it with you for identification purposes.

JOHN S SPRAGUE
2880 LANGHORNE-YARDLEY RD
C/O AUTUMN HILL LANDSCAPE INC
LANGHORNE PA 19047

Document #: 102237000

DEPARTMENT OF ENVIRONMENTAL PROTECTION		STATE OF NEW JERSEY	
Hereby Certifies the Goodstanding of:			
JOHN S SPRAGUE		SSN:	
License No.	0015835	Reg No.	0015835
AS A LICENSED: LANDSCAPE IRRIGATION			
Expires:	01/31/13	Document#:	102237000

TO DETACH

- Push license down thru paper.



**Company History,
Experience
&
Services**

Our History



History

At VerdeGo, we opened our doors in 2002 as a small, locally owned company.

Our owner, T.J. McNitt, a Flagler County native, realized the area's need for a friendly retail garden center that provided the ability for homeowners to beautify their residences with affordable plants and landscaping.

As Palm Coast and the surrounding areas grew, so too did VerdeGo. In 2005, we launched our full-service design center, offering groundbreaking trends in commercial and residential design, including irrigation, lighting and hardscape. This service was added to our already successful retail center and landscape installation division.

Our continued success in the industry led us to open our landscape maintenance division. Today, we take pride in serving the landscape architecture, installation and maintenance needs of Flagler, Volusia and St. Johns Counties.

At VerdeGo, we offer a comprehensive approach to managing the outdoor needs of properties such as yours. Our professional team is certified in University of Florida's Green Industries Best Management Practices and is dedicated to offering the time, care and dedication your superior landscape deserves. Our team provides sustainable solutions to meet and surpass your needs and expectations.

We pride ourselves not only on our attractive landscape design, professional installation and quality maintenance but also on the wealth of knowledge and experience of our team.

We invite you to experience more at www.VerdeGo.com.

Experience

Installation / Maintenance / Design



Installation



- Industrial, Commercial - Shopping Centers, Roadways & Office Parks
- High End Residential - Plantation Bay, Ocean Hammock, Grand Haven
- Parks & Recreation - Holland Park



Maintenance

- State of Florida's 'Best Management Practices'
- Skilled & Experienced Personnel
- Pro-Active Communication with Focus on the 'Details'



Design

- Personnel Education / Training

Bachelor of Landscape Architecture

Florida Certified Landscape Designer

AutoCAD & 3D Modeling

Irrigation Installation & Management

Certified & Licensed Technicians



Irrigation Installation & Management

- **Installation** - Our highly qualified technicians are licensed and certified.
- **Maintenance** - Monthly performance checks are scheduled.
 - The proper coverage of all areas is ensured.
- **Service Calls** - Our team of trained and licensed irrigation technicians are ready to deploy and serve you.



Fertilization & Pest Management

Certified Pest Control Operators



Fertilization & Pest Management

- Our goal is to achieve the optimal health of all trees, palms, shrubs and turf.
- Our team is comprised of licensed and experienced technicians.
- A site-specific analysis and management programs are offered.



Fertilization

- We have commercial, resort and residential experience.
- The environmental impacts are considered.
- All equipment is updated and efficient.



Pest Management

- Pest management includes insecticide, herbicide and fungicide applications.
- Our team is comprised of knowledgeable personnel to identify and treat all needs of the landscape.
- All safety standards are promoted and maintained.

Landscape Lighting

VerdeGo, Lighting the Way



Landscape Lighting

- Final Step To Create A Beautiful Landscape
- Low Voltage
- Highlighting Specimen Palms & Trees
- 15—Lifetime Warranties
- Anti—Rust And Corrosion
- High-Quality Halogen or Astro-Brite Lamps
- 2,000-Hours Life Expectancy



Landscape Management Specifications

Landscape Management Specifications

1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
 - ◊ Color
 - ◊ Density
 - ◊ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.



Landscape Management Specifications

2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our leaders are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. VerdeGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material





Landscape Management Specifi-

3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.



3335 North State Street
Bunnell, FL 32110
386-437-3122
www.verdego.com

Landscape Maintenance Services Proposal

Prepared For

**THE CITY OF PORT ORANGE
ITB #19-22, LANDSCAPE SERVICES FOR
RETENTION PONDS MOWING**

June 13, 2019 @ 1:30PM



YELLOWSTONE
LANDSCAPE



386-437-6211 tel
386-437-5143 fax

500 Fentress Blvd
Daytona Beach, FL 32114

June 13, 2019

David Van Valkenburgh, Purchasing Agent
City of Port Orange, City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: ITB #19-22, Landscaping Services for Retention Ponds Mowing

Dear Mr. Van Valkenburg,

Thank you for the opportunity to extend our partnership with **The City of Port Orange**. Our proposal has been Created to address the specific needs and expectations you have expressed for The City of Port Orange's "Landscaping Services for Retention Ponds Mowing". In our proposal, the service levels we have included match the Specifications set forth in ITB #19-22.

As you review our proposal, we wish to highlight that clear communication, proactivity and quality of work are the foundations upon which we've built strong relationships. These traits have allowed us to expand our services to clients throughout Volusia and Flagler county. We remain dedicated to serving all of our clients, from both the public and private sectors, with a commitment to excellence and achieving the best possible appearance for their landscape.

Finally, we certify that the proposal and fee schedule included in this document for **The City of Port Orange** will remain in effect for 90 days after the proposal submission date.

Sincerely,

Barry Critcher
Business Development Manager
bcritcher@yellowstonelandscape.com
386-569-3649

About Yellowstone Landscape



Yellowstone Landscape began in 2008 with the unification of established, independently successful landscape companies across the South.

Since then, we've been linked by a common goal to better serve our clients across the region, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

Yellowstone Landscape has quickly become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 2000 clients from more than twenty branch facilities across six states. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from planning and design, to a mature and thriving landscape in the ground.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.

Quick Facts About Yellowstone Landscape:

- Commercial Services Offered Include: Landscape Design & Installation, Landscape Maintenance, Irrigation System Installation & Maintenance, and Tree Care
- Over 2000 Full-Time Employees & 800 Seasonal and Part-Time Associates
- Established Executive Leadership and Operations Management Teams comprised of some of our industry's most respected men and women
- Safety Program Recognized as Most Proactive in the Landscaping Industry
- More than 1000 Vehicles in Our Service Fleet
- Over 20 Branches Across Six Southern States
- 93% Client Satisfaction Rating in our most recent annual client survey
- Recipient of a National Landscape Award of Excellence 27 times in the past ten years
- More than 1,000,000 trees planted along public roadways through partnerships with local and state agencies across the South

Table of Contents



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4. Public Entity Crimes Statement
5. Affidavit of Anti-Collusion
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7. Professional References for Previous Experience
8. Local Business Affidavit of Eligibility
9. Listing of Subcontractors
10. Bid Proposal
11. Bid Bond
12. Copy of License

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Vendor’s Acknowledgement
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free/Tie Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Affidavit of Anti-Collusion
- X Form 7.7– Statement of Vendor’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – Local Business Affidavit of Eligibility
- X Form 7.10 – Listing of Subcontractors
- X Attachment 1 – Bid Proposal
- X Bid Bond
- X Copy of License (Contractor, Sunbiz, etc.)
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Yellowstone Landscape
Name of Business

Authorized Signature
June 10, 2019
Date

This document must be completed and returned with your Submittal

Vendor's Acknowledgement

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Yellowstone Landscape

NAME OF BUSINESS

1077 Derbyshire Rd

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Daytona Beach, FL 32117

CITY, STATE & ZIP CODE

Barry Critcher, Business Development Manager

NAME, TITLE, TYPED

386.248.3298 / 386.437.5143

TELEPHONE NUMBER / FAX NUMBER

20-2993503

FEDERAL IDENTIFICATION #

bcritcher@yellowstonelandscape.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of June 10, 2019 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 11/9/19

Dolores M. Mew

Notary Public

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019



Addendum and Change Order Procedure Acknowledgement

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: NO DATE Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

 **Dolores M. Mew**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Drug Free/Tie Preference Statement

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2019, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Drug-Free Workplace Statement



Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.

Drug-Free Workplace Statement



In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.

Public Entity Crimes Statement

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Barry Critcher who, being by me first duly sworn, made the following statement:

1. The business address of 1077 Derbysshire Rd, Daytona Beach, FL 32117 (name of Offeror or business) is Yellowstone Landscape.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Dolores M. Maw
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Dolores M. Maw
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

Affidavit of Anti-Collusion

FORM 7.6 – ANTI-COLLUSION FORM

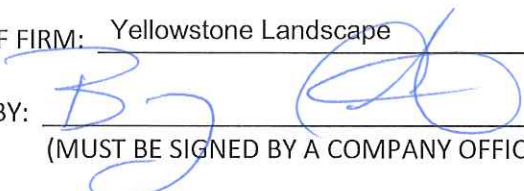
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Yellowstone Landscape

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Barry Critcher

TITLE: Business Development Manager

ADDRESS: 1077 Derbyshire Rd, Daytona Beach

CITY: STATE: FL ZIP CODE: 32117

TELEPHONE: FAX: 386.248.3298 / 386.437.5143

COMPLETION TIME: 06/10/2019

F.E.I.N. NUMBER: 20-2993503

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

Statement of Vendor's Qualifications

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

Please see responses in pages following

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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

Yellowstone Landscape

Name of Business

By: Bj

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 10th day of June, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

This document must be completed and returned with your Submittal

Statement of Qualifications

- A. Yellowstone Landscape
- B. 1077 Derbyshire Road
Daytona Beach, FL 32117
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.
- H. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.
- L. Please see "Similar Contracts Presently on Hand" in following pages.

Statement of Qualifications



- M. Please see "Principal Officers" in following pages.
- N. \$15,000,000
- O. Wells Fargo Bank
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
The City of Port Orange	Streetscapes, Rights of Way	Volusia	>\$500,000
The City of Daytona Beach	Streetscapes, Rights of Way	Volusia	>\$100,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>200
Heavy Duty Pickup Trucks	>75
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>125
Motorized Work Carts	>30
Heavy Construction Equipment (Various Caterpillar)	>20

Listing of Major Equipment



Below is a detail asset listing of active fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Asset Number	Short Description	Acquisition Date
000036	Mower, Jacobsen	Nov 1, 2003
000045	Loader, CAT Forks	Feb 1, 2004
000066	Blower, Debris, 23HP	Mar 1, 2005
000067	Blower, Debris, 23HP	Mar 1, 2005
000073	Mower, Jacobsen Greens King	Jun 1, 2005
000074	Mower, Triplex Vanguard, 7'	Jul 1, 2005
000076	Mower, Rotary	Jul 1, 2005
000077	Mowers, Exmark	Jul 1, 2005
000079	Mowers	Aug 1, 2005
000080	Mower, Exmark Lazer, 60"	Sep 1, 2005
000081	Mower, ExMark Walk-behind	Sep 1, 2005
000082	Mower, Turf Tracer, 60 "	Sep 1, 2005
000084	Mower, Walking Greens	Nov 1, 2005
000085	Top Dresser	Nov 1, 2005
000089	Mower, ExMark Lazer Z	Jan 1, 2006
000093	Mower, ExMark, 60"	May 1, 2006
000094	Mower, ExMark, 60"	May 1, 2006
000095	Mower, ExMark, 60"	Jun 1, 2006
000097	Trailer, 2005 Performance Galv	Jul 1, 2006
000098	Blower, Buffalo Turbine	Aug 1, 2006
000101	Mower, Bush Hog	Sep 1, 2006
000103	Workman 2110, Toro	Nov 1, 2006
000104	Trailer, Wylie Water 2006	Apr 1, 2007
000105	Mower, Toro Reelmaster 3100-D	May 1, 2007
000106	Mower, Toro Reelmaster 3000	May 1, 2007
000107	Mower, Toro Reelmaster 3000	May 1, 2007
000108	Mower, Jacobsen Tri-King 1800	Jun 1, 2007
000130	Root Rake	Apr 1, 2003
000131	Rake Attachment, CAT, 84"	Jun 1, 2003
000136	Boom Arm, CAT	May 1, 2004
000142	Compactor, CAT	Jul 1, 2004
000148	Compactor, Dynapac LF3820	Dec 1, 2004
000149	Wheel Loader Attach, CAT 902 QA	May 1, 2005
000150	Trailer, Anderson 7x20, 2005	May 1, 2005
000153	Forks, CAT 262B7 #7026	Nov 1, 2005
000155	Mini Excavator, CAT 303C-CR	Jun 1, 2006
000156	Auger, CAT A26B	Jun 1, 2007
000168	Sump Pump Addition	Dec 1, 2006

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000191	Mower, Vanguard 4200	Nov 1, 2006
000191	Mower, Vanguard 4200	Apr 1, 2014
000276	Dozer, 6-Way, 79"	Jul 1, 2006
000336	Grapple Rake, ASI 78"	Jul 1, 2006
000337	Mower, Davco 705	Oct 1, 2006
000339	Mower, Davco 705	Nov 1, 2006
000380	Sod Cutter, Ryan 18"	Apr 1, 2008
000384	Truck, Ford F350, 2000	Jan 1, 2003
000391	Truck, Ford F250, 2003	May 1, 2003
000391	Truck, Pick Up Bed	May 1, 2014
000403	Trailer, 6 x 16 Anderson	Dec 1, 2006
000404	Truck, GMC Super Lawn, 2005	Dec 1, 2004
000405	Truck, GMC Super Lawn , 2005	Dec 1, 2004
000405	Truck, GM 450 Repairs	Mar 1, 2015
000405	Truck, Front Panel, Windshield	Apr 1, 2015
000407	Trailer, 7 x 20 Anderson 6 ton	Jul 1, 2007
000409	Truck, GMC Super Lawn, 2005	Aug 1, 2005
000410	Truck, GMC Super Lawn, 2006	Oct 1, 2005
000411	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000412	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000413	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000414	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000415	Truck, Chevy Silverado, 2007	May 1, 2007
000428	Truck, Ford F250, 2004	Aug 1, 2004
000432	Forklift, Tag Along Handler	Mar 1, 2006
000436	Truck, Chevy Silverado, 2007	Dec 1, 2006
000437	Truck, 2007 Chevy Silverado	Jun 1, 2007
000445	Trailer, 2004 Anderson 7 x 20	Nov 1, 2006
000451	Trailer, Reefer Model Vs2R	May 1, 2007
000455	Truck, Chevy Silverado, 2007	May 1, 2007
000464	Truck, Kenworth Water, 2005	Jan 1, 2006
000468	Trailer, 48" Trail King, 2006	Feb 1, 2006
000469	Truck, Mack CX Daycab, 2006	Jan 1, 2007
000481	Truck, Ford F150, 2005	Aug 1, 2005
000499	Truck, Ford F150, 2006	Aug 1, 2006
000505	Trailer, 2011 Big Tex 7x14 Dump	May 1, 2006
000506	Trailer, Andersen Deck-Over Dump	Jun 1, 2006
000507	Truck, Chevy Silverado, 2006	Jun 1, 2006
000653	Mower, Exmark Turf Tracer 52"	May 1, 2008
000654	Mower, Exmark Lazer Z 60"	May 1, 2008
000655	Mower, Toro 27" Verti-Cutter	May 1, 2008

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000656	Mower, Toro Greensmaster 1000	May 1, 2008
000709	Air Compressor	Sep 1, 2007
000710	Rolling Jack	Sep 1, 2007
000711	Lubrication Equipment	Sep 1, 2007
000714	Mlg Welder	Sep 1, 2007
000715	Flammable Storage Cabinet	Sep 1, 2007
000716	Tire Changer and Balancer	Sep 1, 2007
000717	Small Equipment Lifts	Sep 1, 2007
000718	Shop Tools	Sep 1, 2007
000719	Shop Heater (Napa)	Sep 1, 2007
000720	Welder, Millermatic 251	Sep 1, 2007
000721	Pneumatic Lift	Sep 1, 2007
000742	Truck, Chevy Silverado, 2007	Aug 1, 2007
000744	Truck, Chevy Silverado, 2007	Oct 1, 2007
000747	Trailer, Fontaine Drop Deck+	Nov 1, 2007
000749	Truck, Ford F650, 2000	Jan 1, 2008
000752	Wheel Loader, CAT 914G	Dec 1, 2004
000801	Truck, GMC Super Lawn, 2007	Mar 31, 2008
000804	Mower, Exmark Turf Tracer 52"	Jun 1, 2008
000805	Mower, Exmark Turf Tracer 60"	Jun 1, 2008
000807	CAT Telehandler Lift Eye/Hook	Jul 1, 2008
000808	CAT T9B Manual Trencher	Jul 1, 2008
000816	Automatic Rotary Blade Grinder	Aug 1, 2008
000819	Sprayer, Skid 100 Gal	Sep 1, 2008
000832	Mower, Exmark Turf Tracer 52"	Mar 1, 2009
000833	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000834	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000835	Mower, Exmark ZTR, 60"	Mar 1, 2009
000837	Mower, Lazer 72"	Mar 1, 2009
000840	Spreader, Vortex Granular	Apr 1, 2009
000877	Trailer, 1989 Wench 8x8 (DL)	Jul 1, 2009
000906	Truck, 2005 Isuzu (DL)	Jul 1, 2009
000926	Spray Star, Smithco	Aug 1, 2009
000932	Mower, Hustler 60" XR7	Aug 1, 2009
000949	Sprayer, 2009 Smart Steer	Feb 1, 2010
000950	Mower, 2006 Toro Greensmaster	Feb 1, 2010
000956	Spray Rig, Toro Multi Pro 1200	Mar 1, 2010
000985	Mower, Exmark 60" Lazer	Sep 1, 2010
000992	Loader, Skid Steer	Oct 1, 2010
001006	Ryan Lawn Aerator IV Plus	Jan 1, 2011
001014	Mower, Exmark 36"	Mar 31, 2011

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001015	Mower, Exmark 60"	Apr 1, 2011
001035	Mower, Gravely Pro Turn 260	Jul 1, 2011
001038	Mower, Gravely Pro Turn 260	Jul 1, 2011
001039	Mower, Gravely Pro Turn 260	Jul 1, 2011
001042	Mower, Gravely Pro Stance 52"	Jul 1, 2011
001056	Truck, 2012 Isuzu NPREFI 18'	Jul 1, 2011
001093	Kubota Util Vehicle SN-C0739	Sep 1, 2011
001094	Kubota Util Vehicle SN-C2811	Sep 1, 2011
001095	Kubota Util Vehicle SN-C4184	Sep 1, 2011
001096	Kubota Util Vehicle SN-18710	Sep 1, 2011
001097	Kubota Util Vehicle SN-19064	Sep 1, 2011
001102	Trailer, 5x10 Slide Trailer	Sep 1, 2011
001128	Traller, 2012 Open 7 x 20	Oct 1, 2011
001130	Truck, 2011 XL Cargo Van	Oct 1, 2011
001163	Truck, 2012 F150 PU	Jan 1, 2012
001164	Truck, 2012 Isuzu Crew Cab	Jan 1, 2012
001167	Spreader, PS 200 Prize	Jan 1, 2012
001176	Truck, 2008 Ford F 550 (CS)	Jan 31, 2012
001188	Truck, 2006 Ford Escape (C)	Jan 1, 2012
001213	Truck, 2003 Isuzu (C)	Jan 31, 2012
001226	Truck, 2007 Ford F250 (C)	Jan 31, 2012
001235	Truck, 2008 Ford Ranger (C)	Jan 31, 2012
001241	Truck, 2011 Ford Ranger (C)	Jan 31, 2012
001303	Traller, Bobcat	Jan 31, 2012
001321	Mower, Exmark 60", (C)	Jan 31, 2012
001326	Mower, Exmark 56", (C)	Jan 31, 2012
001429	Traller, 14' Utility (C) 2007	Jan 31, 2012
001446	Mower, Gravely Pro Turn 60"	Feb 29, 2012
001490	Truck, Ford XL Cargo Van 2012	Feb 29, 2012
001518	Truck, Ford XL Cargo Van 2012	May 1, 2012
001519	Truck, Ford XL Cargo Van 2012	May 1, 2012
001599	Truck, Ford 2012 Translt #1252	Sep 1, 2012
001600	Truck, Ford F250 Crew #1251	Sep 1, 2012
001601	Truck, Ford F250 Crew #1250	Sep 1, 2012
001602	Truck, Ford F450 4dr #1253	Sep 1, 2012
001603	Truck, Ford F150 Super #1249	Sep 1, 2012
001608	Traller, 2013 7 x 8 Tandem	Sep 1, 2012
001609	Traller, 2013 7 x 8 Tandem	Sep 1, 2012
001610	Traller, 2013 Tandem Axle	Sep 1, 2012
001630	Mower, Gravely Pro Turn	Oct 1, 2012
001631	Mower, Gravely Pro Turn	Oct 1, 2012
001633	Mower, Gravely Pro Turn	Oct 1, 2012

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001661	Mower, Gravely Hydro 48	Jan 1, 2013
001662	Mower, Gravely Hydro 48	Jan 1, 2013
001690	Kubota, RTV 900 XTWH	Mar 1, 2013
001691	Kubota, RTV 900 XTWH	Mar 1, 2013
001692	Kubota, RTV 900 XTWH	Mar 1, 2013
001693	Kubota, RTV 900 XTWH	Mar 1, 2013
001694	Kubota, RTV 1140 CPX-H	Mar 1, 2013
001695	Kubota, RTV 1140 CPX-H	Mar 1, 2013
200109	Trailer, 2003 American 7 x 16	Apr 1, 2010
200115	Trailer, 2002	Apr 1, 2010
200124	Trailer, 2006 Superior Flatbed	Apr 1, 2010
200125	Trailer, 2006	Apr 1, 2010
200999	Mower, Gravely Pro Turn	Mar 1, 2013
201000	Mower, Gravely Pro Turn	Mar 1, 2013
201001	Mower, Gravely Pro Turn	Mar 1, 2013
201002	Mower, Gravely Pro Stance	Mar 1, 2013
201064	Trailer, 2013 All Pro, 82 x 20	Apr 1, 2013
201079	Skid, 100 gal w Pump & Reel	May 1, 2013
201092	Buffalo Turbine Cyclone KB4	May 1, 2013
201093	Buffalo Turbine Cyclone KB4	May 1, 2013
201113	Truck, 2013 Isuzu NPR HD #1256	Jun 1, 2013
201155	Truck, 2013 Ford F250 #1263	Jul 1, 2013
204725	Mower, Prowalk 52	Nov 1, 2013
204726	Mower, Prowalk 52	Nov 1, 2013
204728	Mower, Prowalk 52	Nov 1, 2013
204835	Mower, Gravely Pro Turn 260	Mar 1, 2014
204875	Scag Truck Loader	Mar 1, 2014
204877	Cyclone Squared Twin Turbine	Mar 1, 2014
205081	Mower, Exmark LZS	Apr 1, 2014
205082	Mower, Exmark LZS	Apr 1, 2014
205095	Truck, 2013 Ford F150	Apr 1, 2014
205099	100 Gal Skid w Diaphragm Pump	Apr 1, 2014
205102	Trailer, 2014 Big Tex Equipmen	Apr 1, 2014
205104	Kubota, RTV900XTWH	Apr 1, 2014
205105	Kubota, RTV900XTWH	Apr 1, 2014
205106	Kubota, RTV900XTWH	Apr 1, 2014
205108	Truck, 2011 Ford F350 Pick Up	Apr 1, 2014
205127	Trailer, Big Tex Deck 77 x 10	May 1, 2014
205198	Truck, 2013 Translt Connect	May 1, 2014
205275	Truck, 2015 Ford F250 #1297	Jun 1, 2014
205297	Truck, 2015 Ford F350	Jul 1, 2014

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
205451	Mower, Kawasaki 29 HP	Oct 1, 2014
205557	Trailer, 2015 Big Tex 77x16	Mar 1, 2015
205563	Mower, Exmark Lazer S 60"	Mar 1, 2015
205564	Mower, Exmark Lazer S 60"	Mar 1, 2015
205571	Truck, 2015 Ford F250	Mar 1, 2015
205588	Mower, Exmark Standon Aerator	Mar 1, 2015
205589	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205590	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205591	Mower, Exmark Turf Tracer 52"	Mar 1, 2015
205782	Trailer, 2014 7 x 20Pipe Utili	Apr 1, 2015
205794	Mower, Turf Tracker 52"	Apr 1, 2015
205795	Mower, Lazer Z 72"	Apr 1, 2015
205848	Mower, Lazer S 60"	Apr 1, 2015
205856	Mower, Jacobson F-10 (OB)	May 1, 2015
205857	Mower, Toro 7 Reel (OB)	May 1, 2015
205858	Mower, Toro 3 Reel (OB)	May 1, 2015
205859	Mower, Toro 3 Reel (OB)	May 1, 2015
205860	Sm Equipment, Fertilizer (OB)	May 1, 2015
205861	Toro Cart with Sprayer (OB)	May 1, 2015
205862	Sm Equipment, Aerator (OB)	May 1, 2015
205863	Vericutter (OB)	May 1, 2015
205864	Tractor, Ford (OB)	May 1, 2015
205865	Mower, John Deere 3225c (OB)	May 1, 2015
205866	Mower, Toro Z Turn (OB)	May 1, 2015
205914	Mower, Turfco 2000	May 1, 2015
205918	Buffalo Turbine	May 1, 2015
205938	Mower, Lazer S 72"	May 1, 2015
205939	Mower, Lazer S 72"	May 1, 2015
205940	Mower, Lazer S 72"	May 1, 2015
205941	Mower, Turf Tracker 52"	May 1, 2015
206117	Mower, Lazer Z 60"	Aug 1, 2015
206118	Mower, Lazer Z 60"	Aug 1, 2015
206204	Mower, Lazer S 60"	Sep 1, 2015
206205	Mower, TTS 48"	Sep 1, 2015
206213	Trailer, 2015 7x18	Sep 1, 2015
206319	Sm Equipment, 2 cycle	Nov 1, 2015
206324	Sm Equipment, 2 cycle	Nov 1, 2015
206325	Sm Equipment, 2 cycle	Nov 1, 2015
206326	Sm Equipment, 2 cycle	Nov 1, 2015
206327	Sm Equipment, 2 cycle	Nov 1, 2015
206330	Shop Tools	Nov 1, 2015

Listing of Major Equipment



Asset Number	Short Description	Acquisition Date
206336	Sm Equipment, 2 cycle	Dec 1, 2015
206379	Sm Equipment, 2 cycle	Mar 1, 2016
206380	Sm Equipment, Bearcat 4" Chipp	Mar 1, 2016
206388	Sm Equipment, 2 cycle	Mar 1, 2016
206390	Buffalo Turbine	Mar 1, 2016
206419	Mower, Lazer S 60"	Mar 1, 2016
206420	Mower, Lazer S 60"	Mar 1, 2016
206421	Mower, Lazer S 60"	Mar 1, 2016
206422	Mower, Lazer S 60"	Mar 1, 2016
206423	Mower, Lazer S 60"	Mar 1, 2016
206424	Mower, Ultra Cut 48"	Mar 1, 2016
206425	Mower, Ultra Cut 48"	Mar 1, 2016
206429	Kubota RTV-X900WH	Mar 1, 2016
206430	100 Gal Skid Diaphragm	Mar 1, 2016
206434	Sm Equipment, 2 cycle	Mar 1, 2016
206435	Mower, Lazer S 72"	Mar 1, 2016
206436	Mower, Turf Tracker 52"	Mar 1, 2016
206437	Mower, Turf Tracker 52"	Mar 1, 2016
206438	Mower, Lazer S 60"	Mar 1, 2016
206516	Sm Equipment, 2 cycle	Apr 1, 2016
206519	Trailer, 2016 Big Tex Deck	Apr 1, 2016
206520	Trailer, 2016 Big Tex Tandem	Apr 1, 2016
206521	Trailer, 2016 Big Tex Tandem	Apr 1, 2016
206597	Truck, 2016 Chevy Silverado	Apr 1, 2016
206598	Truck, 2016 Chevy Silverado	Apr 1, 2016
206604	Sm Equipment, 2 cycle	Apr 1, 2016
206629	Mower, Exmark Lazer S 60"	May 1, 2016
206630	Mower, Exmark Lazer S 60"	May 1, 2016
206631	Mower, Exmark Walk Behind 48"	May 1, 2016
206632	Mower, Exmark Walk Behind 48"	May 1, 2016
206665	Truck, 2016 Ford F350 #1431	Jun 1, 2016
206685	Sm Equipment, 2 cycle	Jun 1, 2016
206762	Sm Equipment, 2 cycle	Aug 1, 2016
206766	Sm Equipment, 2 cycle	Aug 1, 2016
206767	Sm Equipment, 2 cycle	Aug 1, 2016
206777	EZ Trench Groundsaw	Sep 1, 2016
206882	Sm Equipment, 2 cycle	Nov 1, 2016
206883	Sm Equipment, 2 Yr	Nov 1, 2016
206901	Sm Equipment, 2 cycle	Dec 1, 2016
207325	Truck, 2017 Chevy Silverado	Apr 1, 2017
207325	CapEx Repair	Jun 1, 2017

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
207350	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207385	Truck, 2017 Chevy Silverado	Apr 1, 2017
207410	Mower, Exmark Laser Z 60"	Apr 1, 2017
207411	Mower, Exmark Laser Z 60"	Apr 1, 2017
207412	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207413	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207414	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207415	Mower, Exmark Laser Z 60"	Apr 1, 2017
207416	Mower, Exmark Laser Z 72"	Apr 1, 2017
207453	Truck, 2017 Chevy Silverado	May 1, 2017
207454	Spreader, Charlot	May 1, 2017
207486	Small Equipment, 2 Cycle	Jun 1, 2017
207487	Small Equipment, 2 Cycle	Jun 1, 2017
207496	Small Equipment, 2 cycle	Jun 1, 2017
207498	Mower, Reelmaster 5010-H	Jun 1, 2017
207526	Small Equipment, 2 Cycle	Jun 1, 2017
207552	Small Equipment, 2 Cycle	Jun 1, 2017
207553	Truck Decal	Jun 1, 2017
207553	Truck, 2017 Isuzu NPR-HD	Jun 1, 2017
207615	2017 Traller, Blg Tex 7x20	Aug 1, 2017
207646	Small Equipment, 2 Cycle	Sep 1, 2017
207701	Small Equipment, 2 Cycle	Nov 1, 2017
207702	Small Equipment, 2 Cycle	Nov 1, 2017
207882	Mower, Lazer 60"	Mar 1, 2018
207883	Mower, Lazer 60"	Mar 1, 2018
207884	Mower, Lazer 60"	Mar 1, 2018
207885	Mower, Lazer 72"	Mar 1, 2018
207886	Mower, Lazer 72"	Mar 1, 2018
207913	Vehicle, 2018 Chevy Malibu	Mar 1, 2018
207965	CAT 72" Grapple Rake	Apr 1, 2018

Principal Officers



YELLOWSTONE
LANDSCAPE

Our Leadership Team is committed to making Yellowstone Landscape the South's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we are proud to serve more than 2000 clients, across six Southern states, from more than 20 local branch facilities. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Litigation Statement



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	Current	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non-Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

*Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2019

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 of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 E-MAIL ADDRESS: epeacock@bbdaytona.com FAX (A/C, No): (386) 333-6113																					
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>United Specialty Insurance Company</td><td>12537</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER D:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER E:</td><td>American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Specialty Insurance Company	12537	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Great American Insurance Company	16691	INSURER D:	The Charter Oak Fire Insurance Company	25615	INSURER E:	American Guarantee and Liability Insurance Company	26247	INSURER F:		
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INSURER E:	American Guarantee and Liability Insurance Company	26247																				
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 19-20**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 ☒ PESTICIDE & HERBICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ATNATL1914413	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB2N1103271951D	04/30/2019	04/30/2020	☒ 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
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG 10,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER**CANCELLATION**YELLOWSTONE LANDSCAPE INC
3235 N STATE ST
PO BOX 849
BUNNELL
FL 32110

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes**COMPLETE LISTING OF NAMED INSURED:**

-YELLOWSTONE HOLDINGS, LLC
-YELLOWSTONE INTERMEDIATE HOLDINGS, INC
-YLG HOLDINGS, INC
-YELLOWSTONE LANDSCAPE, INC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR
-ALSW, LLC
-YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
-TEXAS SERVICES, LLC
-BLSW, LLC
-YLCSW, LLC
- LEADERSCAPE PALM BEACH LLC

LEASED/RENTED EQUIPMENT

POLICY NUMBER: MKLM31M0051215
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: MARKEL AMERICAN INSURANCE COMPANY
EACH ITEM: \$250,000

POLLUTION LIABILITY

POLICY NUMBER: G71517585001
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: ILLINOIS UNION INSURANCE COMPANY
EACH OCCURRENCE: \$1,000,000

POLICY FORMS:**GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC & TX)**

- 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
- 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS - EMPLOYED BY OTHER)
- 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 6) VEN05100 0115 - PRIMARY NON-CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
- 6) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

AUTO LIABILITY

- 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US - (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE: FL, GA, NC, SC, AZ, TX, & NV)

- 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
- 2) WC9906R3 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

UMBRELLA LIABILITY

- 1) GAI6002 0697 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER OF SUBROGATION, COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY)

Professional References for Previous Experience

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Mike Demchak
City, State: Ormond Beach, Florida
Telephone Number: 386.299.2452
Email Address: michael.demchak@ormondbeach.org
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$1,000,000
Start/End Date of Contract: 2012 - present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, Florida
Telephone Number: 386.424.2202
Email Address: fmiller@cityofnsb.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2015 - present
3. Company Name: Town Center at Palm Coast
Contact Person: Clint Smith
City, State: Palm Coast, Florida
Telephone Number: 386.931.4496
Email Address: clintsmith@aol.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$500,000
Start/End Date of Contract: 2006 - present

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided ~~Wrecker/Towing Services~~ equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

PER
DAVE

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	SEE PREVIOUS				
2					
3					

This document must be completed and returned with your Submittal.

FEATURED PROJECT

The City of Ormond Beach



YELLOWSTONE
LANDSCAPE



LOCATION
Ormond Beach, Florida

CLIENT
The City of Ormond Beach

PROPERTY TYPE
Local Government

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

The City of Ormond Beach, nicknamed "The Birthplace of Speed", is an upscale community located just north of Daytona Beach, Florida, and home to approximately 40,000 residents.

In 2012, multiple landscape service contracts were consolidated into one partner agreement with Yellowstone Landscape, resulting in a more uniform appearance across the city's facilities, parks, and rights of way. High profile areas, most frequented by the city's residents, are detailed each week to maintain their desired

appearance during the community's active events schedule.

Services also includes irrigation system maintenance and repairs, trash and debris removal at parks and city facilities, maintenance of more than 50 manicured medians, and athletic field maintenance of the city's sports field complexes.

In 2016, the city's landscape was recognized by FNGLA, Florida's state landscaping trade association, with a Landscape Award of Excellence.

Listing of Subcontractors

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

Local Business Affidavit of Eligibility

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 19-22

BUSINESS NAME: Yellowstone Landscape

CONTACT PERSON/TITLE: Barry Critcher

MAILING ADDRESS: 1077 Derbyshire Rd

CITY-STATE-ZIP: Daytona Beach, FL 32117

Length of Time at Address Provided: just relocated from 500 Fentress Blvd., Daytona Beach (3+ years)

Physical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386.248.3298 FAX: 386.437.5143

EMAIL: bcritcher@yellowstonelandscape.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Barry Critcher who, after being sworn according to law, stated that he or she was authorized to represent Yellowstone Landscape and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Dolores M. Maw

SIGNATURE OF NOTARY PUBLIC

THIS 10th DAY OF June, 2019

My Commission Expires: 11/9/19

Barry Critcher 6.10.19

SIGNATURE OF AFFIANT

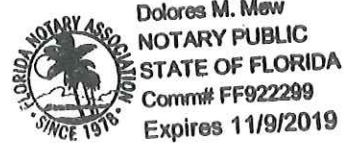
DATE

Barry Critcher / Business Development Manager

PRINTED NAME OF AFFIANT / TITLE

Yellowstone Landscape
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

Bid Proposal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-22

LANDSCAPING SERVICES for RETENTION PONDS

Completed Attachment 1 Bid Proposal form MUST be included with

Instruction to save Attachment from DemandStar website:

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Yellowstone Landscape	NAME OF BUSINESS:
Barry Critcher	CONTACT PERSON:
bcritcher@yellowstonelandscape.com	EMAIL ADDRESS:
Barry Critcher	AUTHORIZED NAME:
Barry Critcher	AUTHORIZED

RETENTION PONDS MAINTENANCE LEVELS

Class "D" Maintenance

TURF MAINTENANCE

	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7	40	24	215	\$ 1,175.00
2	Frederick Avenue Retention Pond	95,931	2.2	240	24	N/A	\$ 5,760.00
3	Westridge Avenue Retention Pond	42,821	0.98	160	24	430	\$ 4,270.00
4	Farmbrook Road Retention Pond	47,000	1.08	120	24	300	\$ 3,180.00
5	Nova Road Retention Pond #1	60,040	1.38	160	24	175	\$ 4,015.00
6	Nova Road Retention Pond #2	90,125	2.07	160	24	175	\$ 4,015.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	240	24	N/A	\$ 5,760.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	320	24	N/A	\$ 7,680.00
9	Nova Road Retention Pond #5	65,075	1.49	240	24	N/A	\$ 5,760.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	120	24	N/A	\$ 2,880.00
11	Devon Street Retention Pond	47,060	1.08	120	24	N/A	\$ 2,880.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	80	24	N/A	\$ 1,920.00
13	Taylor Woods Retention Pond	125,550	2.88	320	24	N/A	\$ 7,680.00
14	Nixon Lane	26,220	0.60	40	24	N/A	\$ 960.00
15	Tompkins Drive Retention Pond	40,316	0.93	120	24	N/A	\$ 2,880.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	40	24	N/A	\$ 960.00
17	Canal View Boulevard Retention Pond	65,574	1.51	200	24	N/A	\$ 4,800.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	320	24	N/A	\$ 7,680.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	120	24	N/A	\$ 2,880.00
20	Causeway Retention Pond (west end)	4,784	0.11	20	24	N/A	\$ 480.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	400	24	N/A	\$ 9,600.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	40	24	N/A	\$ 960.00
23	Public Utilities Easement	15,210	0.35	40	24	N/A	\$ 960.00
24	Baywood Retention Pond	16,000	0.37	40	24	N/A	\$ 960.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	40	24	N/A	\$ 960.00
26	Viking Drive Retention Pond	10,800	0.25	40	24	N/A	\$ 960.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	40	24	N/A	\$ 960.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	40	24	N/A	\$ 960.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	40	24	N/A	\$ 960.00
29	Miles Drive Retention Pond	56,750	1.30	120	24	N/A	\$ 2,880.00
30	5096 Orange Blvd. Retention Pond	18,260	0.42	40	24	N/A	\$ 960.00
						TOTAL PRICE	\$ 98,735.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

Bid Bond

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Yellowstone Landscape-Southeast, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3235 North State Street, Bunnell, FL 32110, Tel.: 386-437-6211, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Blvd., Ste 300, Rocky Hill, CT 06067, Tel.: 860-490-3501 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated June 13, 2019, for:

Project Name / Bid No.: ITB #19-22

Project Address:

Legal Description: See Attached

Description of Work: Landscape Services for Retention Ponds Mowing

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 4th day of June, A.D. 2019, 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Yellowstone Landscape-Southeast, LLC

Chris Adenoth
Signature
VP - Controller
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Aspen American Insurance Company

[Signature]
Attorney-in-Fact (signature)
Tyler DeBord, Attorney-in-Fact
Name & Title
Tyler DeBord/Brown & Brown of Florida, Inc.
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 014149 NAIC No.: 43460

ATTEST:

[Signature]
Signature
Not Applicable
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Aspen American Insurance Company (corporate surety) and that this person has been authorized by Aspen American Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

[Signature] Tyler DeBord
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 4th day of June, 2019, by Tyler DeBord who is personally known to me or who produced as identification.



ASHLEY TYREE
Notary Public, State of Florida
My Comm. Expires June 23, 2019
Commission No. FF 243705

[Signature]
NOTARY PUBLIC - STATE OF Florida

Type or print name: Ashley Tyree

Commission No.: FF 243705

Commission Expires: June 23, 2019

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Duroske, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May, 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Keith Flannery, Vice President

On this 23rd day of May, 2017 before me personally came Keith Flannery to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Robin S. Kanaskie
West Whiteland Twp, Chester County
My Commission Expires 12/07/2020

Notary Public

My commission expires: December 7, 2020

CERTIFICATE

I, the undersigned, Keith Flannery of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 4th day of June, 2019.

By:

Name: Keith Flannery, Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



Copy of License



386.248.3298 tel
386.437.5143 fax

500 Fentress Boulevard
Daytona Beach, FL 32114

www.yellowstonelandscape.com



THE CITY OF DAYTONA BEACH
BUSINESS TAX LICENSE # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
LOCATION: 500 FENTRESS BLVD
BUSINESS TYPE: LANDSCAPE/GARDENER

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2019	VALID TO
08/23/2018	DATE PAID
25.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
1210	LANDSCAPE GARDNER

MAIL TO:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC,
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager, President, CEO

PORTLAND, TIMOTHY
P.O. BOX 849
BUNNELL, FL 32110

Title MANAGER, TREASURER, SECRETARY

ADORNETTI, CHRIS
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

MARTIN, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

WESTER, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2018	01/03/2018
2018	05/03/2018
2019	01/30/2019

Document Images

01/30/2019 -- ANNUAL REPORT	View image in PDF format
09/19/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
07/20/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format

[05/03/2006 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/11/2005 -- Florida Limited Liability](#)[View image in PDF format](#)

Florida Department of State, Division of Corporations



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #19-22 LANDSCAPING SERVICES FOR RETENTION PONDS

OPENING DATE/TIME: 6/13/2019 AT 1:30 P.M.

		Response 1		Response 2		Response 3		Response 4	
Submittal Required Forms (mark "yes" or "no")		Yellowstone Landscape		Scotty Boy Landscaping & Maintenance LLC		VerdeGo, LLC		Extreme Indoor/Outdoor Cleaning Services LLC	
1	Form 7.2 – Vendor's Acknowledgement		YES		YES		YES		
2	Form 7.3 – Addendum and Change Order Procedure		YES		YES		YES		
3	Form 7.4 – Drug Free/Tie Preference Statement		YES		YES		YES		
4	Form 7.5 – Public Entity Crimes Statement		YES		YES		YES		
5	Form 7.6 – Affidavit of Anti-Collusion		YES		YES		YES		
6	Form 7.7 – Statement of Vendor's Qualifications		YES		YES		YES		
7	Form 7.8 – Professional References for Previous Experience		YES		YES		YES		
8	Form 7.9 – Listing of Subcontractors		YES		YES		YES		
9	Form 7.10 – Local Business Affidavit of Eligibility		YES		YES		YES		
10	Attachment 1 - Bid Proposal		YES		YES		YES		
11	Bid Bond		YES		YES		YES		
12	Copy of Commercial Entity License		YES		YES		YES		
1 Original, 1 Digital (CD or flash drive) in PDF format.			YES		YES		YES		
Deemed Responsive			YES		YES		YES		NO
Additional Comments									Bid arrived late at 1:46pm on 6/13/19

				COST PER No. MOW				COST PER No. MOW				COST PER No. MOW				COST PER No. MOW			
ITEM #	RETENTION POND	SQUARE FOOTAGE	ACRES	MOW	PER YEAR	COST PER MULCH APPLICATION	TOTAL ANNUAL COST	MOW	PER YEAR	COST PER MULCH APPLICATION	TOTAL ANNUAL COST	MOW	PER YEAR	COST PER MULCH APPLICATION	TOTAL ANNUAL COST	MOW	PER YEAR	COST PER MULCH APPLICATION	TOTAL ANNUAL COST
1	Commonwealth Blvd	30,488	0.7	\$40.00	24	\$215.00	\$1,175.00	\$48.00	24	\$100.00	\$1,252.00	\$50.00	24	\$500.00	\$1,700.00	\$0.00	24	\$0.00	\$0.00
2	Frederick Ave	95,931	2.2	\$240.00	24	N/A	\$5,760.00	\$140.00	24	N/A	\$3,360.00	\$90.00	24	N/A	\$2,160.00	\$0.00	24	N/A	\$0.00
3	Westridge Ave	42,821	0.98	\$160.00	24	\$430.00	\$4,270.00	\$67.00	24	\$100.00	\$1,708.00	\$75.00	24	\$500.00	\$2,300.00	\$0.00	24	\$0.00	\$0.00
4	Farmbrook Rd	47,000	1.08	\$120.00	24	\$300.00	\$3,180.00	\$74.00	24	\$100.00	\$1,876.00	\$75.00	24	\$550.00	\$2,350.00	\$0.00	24	\$0.00	\$0.00
5	Nova Rd #1	60,040	1.38	\$160.00	24	\$175.00	\$4,015.00	\$94.00	24	\$100.00	\$2,356.00	\$100.00	24	\$700.00	\$3,100.00	\$0.00	24	\$0.00	\$0.00
6	Nova Rd #2	90,125	2.07	\$160.00	24	\$175.00	\$4,015.00	\$130.00	24	\$100.00	\$3,220.00	\$125.00	24	\$740.00	\$3,740.00	\$0.00	24	\$0.00	\$0.00
7	Nova Rd #3 (2 Ponds)	125,200	2.87	\$240.00	24	N/A	\$5,760.00	\$195.00	24	N/A	\$4,680.00	\$500.00	24	N/A	\$12,000.00	\$0.00	24	N/A	\$0.00
8	Nova Rd #4 (2 Ponds)	61,700	1.42	\$320.00	24	N/A	\$7,680.00	\$97.00	24	N/A	\$2,328.00	\$200.00	24	N/A	\$4,800.00	\$0.00	24	N/A	\$0.00
9	Nova Rd #5	65,075	1.49	\$240.00	24	N/A	\$5,760.00	\$102.00	24	N/A	\$2,448.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
10	Whipporwill Dr	61,348	1.41	\$120.00	24	N/A	\$2,880.00	\$96.00	24	N/A	\$2,304.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
11	Devon St	47,060	1.08	\$120.00	24	N/A	\$2,880.00	\$73.00	24	N/A	\$1,752.00	\$90.00	24	N/A	\$2,160.00	\$0.00	24	N/A	\$0.00
12	Tumblebrook Dr (2 Ponds)	23,258	0.53	\$80.00	24	N/A	\$1,920.00	\$36.00	24	N/A	\$864.00	\$35.00	24	N/A	\$840.00	\$0.00	24	N/A	\$0.00
13	Taylor Woods	125,550	2.88	\$320.00	24	N/A	\$7,680.00	\$185.00	24	N/A	\$4,440.00	\$200.00	24	N/A	\$4,800.00	\$0.00	24	N/A	\$0.00
14	Nixon Ln	26,220	0.60	\$40.00	24	N/A	\$960.00	\$41.00	24	N/A	\$984.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
15	Tompkins Dr	40,316	0.93	\$120.00	24	N/A	\$2,880.00	\$60.00	24	N/A	\$1,440.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
16	Squirrel Nest Ln	20,000	0.46	\$40.00	24	N/A	\$960.00	\$32.00	24	N/A	\$768.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
17	Canalview Blvd	65,574	1.51	\$200.00	24	N/A	\$4,800.00	\$100.00	24	N/A	\$2,400.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
18	Ruth St (3 Ponds)	119,520	2.74	\$320.00	24	N/A	\$7,680.00	\$195.00	24	N/A	\$4,680.00	\$175.00	24	N/A	\$4,200.00	\$0.00	24	N/A	\$0.00
19	Causeway Retention Ponds (Eastend, 2 Ponds)	26,310	0.6	\$120.00	24	N/A	\$2,880.00	\$41.00	24	N/A	\$984.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
20	Causeway Retention Pond (Westend)	4,784	0.11	\$20.00	24	N/A	\$480.00	\$8.00	24	N/A	\$192.00	\$25.00	24	N/A	\$600.00	\$0.00	24	N/A	\$0.00
21	Cambridge Pump Station	228,300	5.24	\$400.00	24	N/A	\$9,600.00	\$357.00	24	N/A	\$8,568.00	\$500.00	24	N/A	\$12,000.00	\$0.00	24	N/A	\$0.00
22	Spruce Creek Estates Swale Areas (2 Ponds)	58,160	1.33	\$40.00	24	N/A	\$960.00	\$91.00	24	N/A	\$2,184.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
23	Public Utilities Easement	15,210	0.35	\$40.00	24	N/A	\$960.00	\$24.00	24	N/A	\$576.00	\$25.00	24	N/A	\$600.00	\$0.00	24	N/A	\$0.00
24	Baywood	16,000	0.37	\$40.00	24	N/A	\$960.00	\$25.00	24	N/A	\$600.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
25	Acorn Ln & Spruce Creek Rd	18,620	0.43	\$40.00	24	N/A	\$960.00	\$30.00	24	N/A	\$720.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
26	Viking Dr	10,800	0.25	\$40.00	24	N/A	\$960.00	\$30.00	24	N/A	\$720.00	\$35.00	24	N/A	\$840.00	\$0.00	24	N/A	\$0.00
27a	Stillwood Ct Retention Pond 1	13,500	0.31	\$40.00	24	N/A	\$960.00	\$30.00	24	N/A	\$720.00	\$25.00	24	N/A	\$600.00	\$0.00	24	N/A	\$0.00
27b	Stillwood Ct Retention Pond 2	5,500	0.13	\$40.00	24	N/A	\$960.00	\$30.00	24	N/A	\$720.00	\$25.00	24	N/A	\$600.00	\$0.00	24	N/A	\$0.00
28	Ana Maria	13,800	0.32	\$40.00	24	N/A	\$960.00	\$22.00	24	N/A	\$528.00	\$25.00	24	N/A	\$600.00	\$0.00	24	N/A	\$0.00
29	Miles Dr	56,750	1.30	\$120.00	24	N/A	\$2,880.00	\$89.00	24	N/A	\$2,136.00	\$100.00	24	N/A	\$2,400.00	\$0.00	24	N/A	\$0.00
30	5096 Orange Blvd	18,260	0.42	\$40.00	24	N/A	\$960.00	\$30.00	24	N/A	\$720.00	\$50.00	24	N/A	\$1,200.00	\$0.00	24	N/A	\$0.00
				TOTAL PRICE:			\$98,735.00	TOTAL PRICE:			\$62,228.00	TOTAL PRICE:			\$81,590.00	TOTAL PRICE:			\$0.00

Opened and tabulated by:	David Van Valkenburgh Purchasing Agent
Witnessed by:	Joseph Castro Purchasing Buyer



NOTICE OF INTENT TO AWARD

ITB #19-22 Landscaping Services for Retention Ponds

June 26, 2019

On June 13, 2019 Purchasing received Three (3) bids for Landscaping Services for Retention Ponds.

After review of the bids submitted, City Staff has made its recommendation to award SCOTTY BOY LANDSCAPING & MAINTENANCE LLC of Port Orange, FL bid of \$62,228.00.

Recommendation to award will be presented for City Council approval on July 16, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7b) Approval of Commercial License Agreement with AT&T for Sauls and McDonald Crosswalk Flashing Beacon Solar Panel Relocation

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to expressly authorize the City Manager and City Attorney to approve the Commercial License Agreement and authorizing the City Manager to make minor modifications as necessary consistent with the intent of this agenda item and further authorize City Manager to act on behalf of the City to execute the Commercial License Agreement with AT&T.

SUMMARY: As part of the McDonald Road Sidewalk Improvements Project completed last year, crosswalk signs with solar-powered flashing beacons were installed at the intersection of Madeline Avenue and Sauls Street. During project design, solar powered flashing beacons were chosen over traditional electric flashing beacons due to cost and it appeared that solar would work for the two beacon locations. A few months after the solar-powered flashing beacons were install it became apparent that the flashing beacons were not functioning due to insufficient sun to keep the batteries charged. It was determined that the existing tree canopy above the signs and solar panels provided to much shade and the solar panels do not receive sufficient sun to keep the batteries charged to power the flashing beacons. At the intersection of Madeline Avenue and Sauls Street, there is an AT&T pole with ample sunlight and AT&T has agreed to allow the City to mount two solar panels on the AT&T pole subject to execution of a license agreement.

City staff evaluated the option of tree trimming and conversion of the flashing beacon controllers to AC power. After further review, it was determined that there are too many trees around the sign to consider trimming as a viable option. While converting the controller to AC power is feasible, the materials, installation expense, and ongoing costs were determined to be greater than the solar panel relocation cost.

If the license agreement is approved, the intent is to have the flashing beacons operable before school starts in early August. The Public Works Department has agreed to install the solar panel brackets on the AT&T pole and complete the electrical work with its electrical continuing services contract.

Attached to this item is the License Agreement proposed by AT&T and the License Agreement with revisions proposed by the City Attorney's Office. However, AT&T has not yet agreed to the City's proposed revisions. Additional revisions may be required

before final agreement by AT&T. Motion addresses this contingency.

Project No.: Funding Account No.:

Presenter:

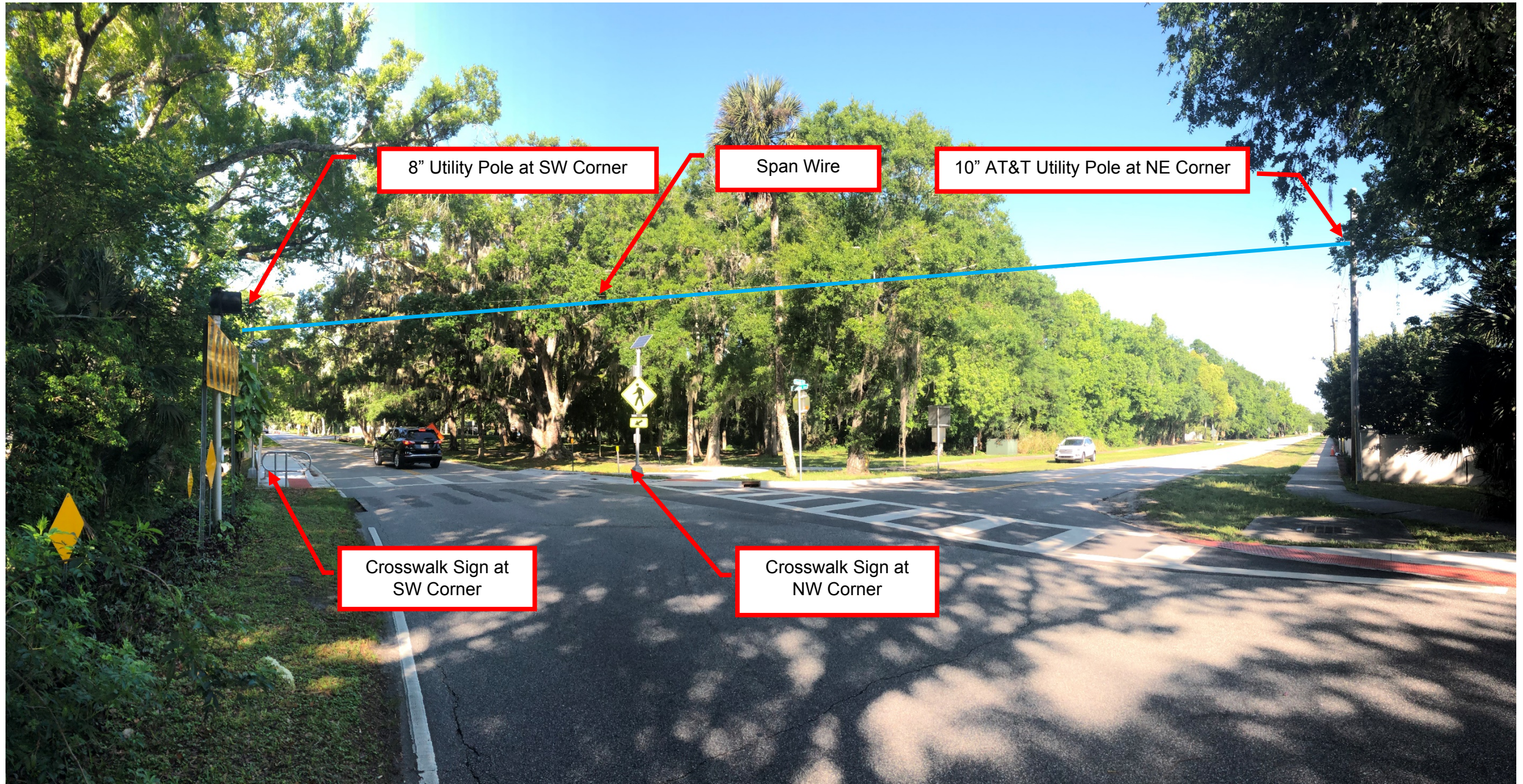
ATTACHMENTS:

1.	McDonald-Sauls Crosswalk Solar Panels	McDonald-Sauls Crosswalk Solar Panels.docx
2.	Commercial Agrmt provided by AT&T-City of Port Orange	20190513 Commercial Agrmt - City of Port Orange.docx
3.	AT & T License Agreement COPO redline 7-10-19	AT & T License Agreement COPO redline 7-10-19.pdf

Margaret Tomlinson
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 6/20/2019
Approved - 6/28/2019
Approved - 7/10/2019
Approved - 7/11/2019
New -

McDonald Road at Sauls Street Intersection
Crosswalk Sign Solar Panel Relocation



COMMERCIAL LICENSE AGREEMENT FOR **POLE ACCESS**

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COMMERCIAL LICENSE AGREEMENT FOR POLE ACCESS

This Agreement dated _____, 2019, is made by and between the "Parties" identified as BellSouth Telecommunications, LLC, d/b/a AT&T Florida, hereinafter referred to as "AT&T," and the City of Port Orange, Florida, "Licensee", an entity not expressly entitled, under federal or state law, to access Poles owned by AT&T. Licensee desires to attach one solar panel to each of two Poles for the sole purpose of providing power for the nearby crosswalk flashing beacons and not for any wholesale or retail communication offerings.

Comment [CSA1]: Date will be filled in after the final signature is obtained

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the basic rates, terms, conditions, and procedures under which Licensee shall have access to the two (2) AT&T Poles, located as identified on Attachment 1, as long as such Poles are owned or controlled solely by AT&T, or in part by AT&T, and only the particular Poles. This Agreement is intended by the parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law.
- 1.2 AT&T is required by law to allow certificated telecommunications carriers and cable television companies to attach to its Poles. However, Licensee is currently acting as neither and, as a result, AT&T is not required by law to allow access to Licensee.
- 1.3 No Transfer of Property Rights to Licensee. Nothing contained in this Agreement, or any License subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.
- 1.4 No Effect on AT&T's Right to Abandon, Convey or Transfer Poles. Nothing contained in this Agreement, or any License subject to this Agreement, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Poles. AT&T shall give Licensee at least sixty (60) days' written notice prior to abandoning, conveying, or transferring the Pole(s) to which Licensee has already attached its facilities. The notice shall identify the transferee, if any, to whom any such Pole(s) are to be conveyed or transferred.
 - 1.4.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. AT&T shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole(s) covered by this Agreement and Licensee's rights hereunder.
- 1.5 Effective Date. This Agreement shall be effective as of the _____ day of _____, 2019.
- 1.6 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the Effective Date until the end of the calendar year, which includes the Effective Date.
- 1.7 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the Effective Date.

Comment [CSA2]: Is it one or 2 poles that the City wishes to attach to?

Comment [CSA3]: Date will be filled in after the final signature is obtained

2.0 DEFINITIONS

- 2.1. Definitions in General. As used in this Agreement, the terms defined in this Section shall have the meanings set forth below in Sections 2.2 to 2.7.
- 2.2. License. "License" refers to a written instrument granting Licensee permission to install its facilities in accordance with the AT&T-approved design on AT&T Poles identified on Attachment 1.
- 2.3. Make-Ready Survey. "Make-Ready Survey" refers to the engineering review by AT&T to identify any work necessary to make the Poles on Attachment 1 ready for Licensee's proposed attachments. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 5.
- 2.4. Make-Ready Work. "Make-Ready Work" refers to all work performed, or to be performed, to prepare AT&T's Poles and any existing related facilities for the requested occupancy or attachment of Licensee's facilities.
- 2.5. Other User. "Other User" refers to an entity, other than Licensee, with facilities on AT&T Poles to which Licensee has obtained access.
- 2.6. Pole. "Pole" refers to the poles located as depicted on Attachment 1 and does not include cables and other telecommunications equipment attached to the poles.
- 2.7. Right(s)-of-Way. "Right(s)-of-Way" refers to a party's legal rights to pass over or through property owned by another party. Rights(s)-of-Way (ROW) do not include:
 - 2.7.1. cables and other telecommunications equipment buried or located on such ROW;
 - 2.7.2. public ROW (which are owned by and subject to the control of governmental entities); or
 - 2.7.3. any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.

3.0 GENERAL PROVISIONS

- 3.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee's access to the Poles described on Attachment 1.
- 3.2. Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Licensee and AT&T relating to the placement and maintenance of Licensee's facilities on AT&T's Poles.
- 3.3. Effect on Licenses or Licenses Issued Under Prior Agreements. All currently effective Pole Licenses granted to Licensee shall, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 3.4. Responsibilities of Licensee. Licensee is responsible for the contractor(s) it selects to install and maintain its attachments.
- 3.5. Worker Safety. Licensee shall be responsible for ensuring that any employee of Licensee, or contractor working on Licensee's behalf, has received the training necessary to safely perform any assigned work on or near any AT&T Pole(s). Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, the Occupational Safety and Health Administration.
- 3.6. No Waiver. The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this

Agreement or any License or authorization subject to this Agreement, shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

- 3.7. Billing. Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in this Agreement, within thirty (30) days from the dates of billing thereof.
- 3.8. Amendments Shall Be in Writing. The terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.
- 3.9. Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.
- 3.10. Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 3.11. Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of Florida, applied without regard to the provisions of Florida's laws relating to conflicts-of-laws.
- 3.12. Applicable Laws. The Parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.
- 3.13. No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. This Agreement shall not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.
- 3.14. Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party will be solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

- 3.15. Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.16. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

4.0 QUIET ENJOYMENT

- 4.1. Licensee shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Poles to which Licensee seeks to attach its facilities.
- 4.2. Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 4.3. Third-Party Property Owners. Licenses granted under this Agreement authorize Licensee to attach facilities to the Poles owned by AT&T and identified on Attachment 1 but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.3.1. Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Poles, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.4. No Effect on Either Party's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the applicable laws, rules, or regulations:
- 4.4.1. To locate, relocate, move, replace, modify, maintain, and operate its own facilities attached to AT&T's Poles at any time and in any reasonable manner which it deems appropriate; or
- 4.4.2. For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach their facilities to AT&T's Poles; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements shall not substantially interfere with Licensee's attachment authorized by Licenses issued pursuant to this Agreement.
- 4.5. No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either Party to rearrange

or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by applicable laws, rules, or regulations.

- 4.6. Licensee acknowledges that the facilities of persons or entities other than AT&T and Licensee may be attached to AT&T's Poles.
- 4.7. Where AT&T elects to abandon any Pole(s) on which other entities have facilities, the affected Pole(s) will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Licenses of affected Other User(s) pertaining to such Pole(s). If none of the existing occupants elects to maintain such Pole(s), all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.

5.0 SPECIFICATIONS

- 5.1. Compliance with Requirements, Specifications, and Standards. Licensee's facilities attached to AT&T's Poles shall be attached, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Agreement.
- 5.2. Published Standards. Licensee's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
 - 5.2.1. the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the "Blue Book";
 - 5.2.2. the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
 - 5.2.3. the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA); and
 - 5.2.4. the AT&T Structure Access Guidelines.
- 5.3. Compliance with Environmental Laws and Regulations. AT&T makes no representations to Licensee, or personnel performing work on Licensee's behalf, that AT&T's Poles or any specific portions thereof, will be free from environmental contaminants at any particular time. Licensee agrees to establish appropriate procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:
 - 5.3.1. Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).
 - 5.3.2. All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on or in the vicinity of AT&T's Poles, comply with all applicable federal, state, and local

environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- 5.4. Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other Poles to ensure that such wires, cables, and Poles are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 5.5. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on or in the vicinity of AT&T's Poles, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

6.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY WORK

- 6.1. Licenses Required. Prior to attaching to the initial Poles covered by Licensee shall apply in writing for, and receive, a License through the Application process described below. Any subsequent requirements to attach to AT&T Pole(s) shall require an amendment to Attachment 1, as well as an associated Application submission.
- 6.2. Structure Access Request Form ("Application"). Licensee shall submit to AT&T the appropriate AT&T Application to attach to Poles identified on Attachment 1 or to modify its existing attachments on the Poles. Licensee shall submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application. Additionally, Licensee shall provide required information, as listed on the Application form, so that AT&T can perform the Make-Ready Survey. If an Application is withdrawn, Licensee shall still be responsible for all expenses incurred by AT&T, relative to that Application, prior to the withdrawal.
- 6.3. Make-Ready Survey ("Survey"). Upon receipt of the complete Application, which includes Licensee's payment of the estimated Survey costs, AT&T shall schedule the Survey. The primary purpose of the Survey will be to enable AT&T to:
- 6.5.1. determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 6.5.2. confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee's attachment of facilities to AT&T Pole; and
 - 6.5.3. plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Poles, and associated facilities for Licensee's proposed attachments or occupancy.
- 6.4. Selection of Space. AT&T will select, or approve Licensee's selection of, the space Licensee will occupy on AT&T's Poles. Licensee's obligation to pay Pole attachment fees will commence on the date the space assignment is made by AT&T to Licensee.
- 6.5. Estimate and Acceptance of Estimate. AT&T shall present to Licensee an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities (*i.e.* Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements).

- 6.5.1. In addition, AT&T shall provide a description of Make-Ready Work required of Other Users to accommodate Licensee's proposed attachment(s). shall be responsible for negotiating methods and timing of payments to Other Users by Licensee, as identified in Section 6.6.3.
- 6.6. Make-Ready Work. Upon receipt of payment(s) specified in Section 6.5, AT&T shall notify immediately and in writing Licensee and all known Other Users that may be affected by the Make-Ready Work required for Licensee's attachment(s).
- 6.6.1. The notice shall specify the location and type of Make-Ready Work to be performed and state the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.
- 6.6.2. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation.
- 6.6.3. Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this Section, Licensee shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment of Licensee's facilities on AT&T's Poles.
- 6.7. License and Attachment. After all required Make-Ready Work is completed, AT&T will issue a License confirming that Licensee may attach specified facilities to AT&T's Poles. Alternatively, in the absence of any Make-Ready Work requirements, the License shall be issued upon approval of the Application, which is coincident with completion of the Survey.
- 6.8. Except as expressly stated to the contrary in individual License issued hereunder, each License issued pursuant to this Agreement shall incorporate all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

7.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 7.1. Responsibility for Attaching and Placing Facilities. Licensee shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 7.2. In the event Licensee proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.
- 7.3. Completion of Licensee Construction. For each Licensee attachment to AT&T's Poles, Licensee will provide to AT&T a notice indicating the completion of construction of its attachment in accordance with the AT&T-approved Application within twenty (20) calendar days of Licensee construction complete date.

8.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

- 8.1. Each License subject to this Agreement authorizes Licensee to engage in routine maintenance of its facilities located on AT&T's Poles. Routine maintenance does not include the replacement or modification of Licensee's facilities in any manner which results in Licensee's facilities differing substantially in size, weight, or physical characteristics from the facilities described in the License.
- 8.2. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Agreement) and all License

issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities, and for directing the activities of all persons acting on Licensee's behalf while they are physically present on or in the immediate vicinity of AT&T's Poles.

9.0 MODIFICATION OF LICENSEE'S FACILITIES

- 9.1. Notification of Planned Modifications. Licensee shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to AT&T's Poles. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Licensee's present License or requires a new or amended License.
- 9.2. Replacement of Facilities. Licensee may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Poles without approval from, but with notice to, AT&T.

10.0 REQUIRED REARRANGEMENTS OF LICENSEE'S FACILITIES

- 10.1. Licensee agrees that Licensee will cooperate with AT&T and Other Users in making rearrangements of Licensee facilities on AT&T Poles as may be necessary, and that costs incurred by Licensee in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 10.2. AT&T shall give Licensee prior written notice of the need for Licensee to rearrange its facilities pursuant to this Section. The notice shall state the date by which such rearrangements are to be completed. Licensee shall complete such rearrangements within the time prescribed in the notice. If Licensee does not rearrange facilities within noted time, AT&T will rearrange those facilities at Licensee's expense. In no event shall AT&T be liable to Licensee or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement, except to the extent caused by AT&T's negligence.

11.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 11.1. Responsibility for Emergency Repairs. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 11.2. Designation of Emergency Repair Coordinators and Other Information. Licensee shall provide AT&T with the emergency contact number of Licensee's designated point of contact for coordinating the handling of emergency repairs of Licensee's facilities and shall thereafter notify AT&T of changes to such information.
- 11.3. Emergency Pole Replacements.
 - 11.3.1. When an emergency Pole replacement is required, AT&T shall promptly make a good faith effort to contact Licensee to notify Licensee of the emergency and to determine whether Licensee will respond to the emergency in a timely manner.
 - 11.3.2. If notified by AT&T that an emergency exists which will require the replacement of a Pole, Licensee shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.

- 11.3.3. If Licensee is unable to respond to the emergency situation immediately, Licensee shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Licensee's behalf at Licensee's expense.
- 11.4. Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.
- 11.5. Pole Replacements for Other than Emergencies. AT&T shall give Licensee prior written notice of the need for Licensee to transfer its facilities as the result of Pole replacements. The notice shall state the date by which such transfers are to be completed. Licensee shall complete such transfers within the time prescribed in the notice. If Licensee does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Licensee's expense. In no event shall AT&T be liable to Licensee for damages or other harm caused by or in connection with any such transfers completed by AT&T or Other User, except to the extent caused by AT&T's gross negligence.

12.0 AT&T INSPECTION OF LICENSEE'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 12.1. Post-Construction Inspections. AT&T may, at AT&T's sole discretion and at Licensee's expense, conduct a post-construction inspection of Licensee's attachment of facilities to AT&T's Poles. This type of inspection shall be conducted to determine the conformance of the attachment(s) to the License(s) and standards identified in Section 5. AT&T shall communicate findings of nonconformance to Licensee as soon as practical.
- 12.2. Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make inspections of all facilities attached to AT&T's Poles to help ensure compliance with the terms and conditions of the applicable agreements.
- 12.3. Notice of Noncompliance. If, pursuant to an inspection, AT&T determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable.
- 12.4. Bringing Facilities into Compliance. Licensee shall bring its noncompliant facilities into compliance within such time mutually agreed upon by AT&T and Licensee. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Licensee shall notify AT&T when the facilities have been brought into compliance.
- 12.5. No Liability on AT&T. Neither the act of inspection by AT&T of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligation, or liability under this Section or otherwise existing.
- 12.6. Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within the agreed upon timeframe, AT&T may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 12.7. Correction of Conditions by AT&T. If AT&T elects to bring Licensee's facilities into compliance, AT&T shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice,

Licensee shall inspect the facilities and take such steps, as Licensee may deem necessary to ensure that the facilities meet Licensee's performance requirements.

- 12.8. Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance under this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

13.0 REMOVAL OF LICENSEE'S FACILITIES

- 13.1. When Licensee no longer intends to occupy space on AT&T's Pole(s), Licensee will provide written notification to AT&T that it wishes to terminate the License(s) with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Licensee's facilities, the License shall terminate and the space shall be available for reassignment.
- 13.1.1. Licensee shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Pole(s).
- 13.1.2. Licensee shall be solely responsible for the removal of its own facilities from AT&T's Pole(s).
- 13.2. At AT&T's request, Licensee shall remove from AT&T's Pole(s) any of Licensee's facilities, which are no longer in active use. Upon request, Licensee will provide proof satisfactory to AT&T that Licensee's facility is in active service. Licensee shall not abandon any of its facilities by leaving such facilities on AT&T's Pole(s).
- 13.3. Removal Following Termination of License. Licensee shall remove its facilities from AT&T's Pole(s) within sixty (60) days after termination of the License.
- 13.4. Removal to Avoid Forfeiture. If the presence of Licensee's facilities on any AT&T Pole would cause a forfeiture of the rights of AT&T to occupy the property where such Pole is located, AT&T will promptly notify Licensee in writing and Licensee shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture.
- 13.5. Removal of Facilities by AT&T; Notice of Intent to Remove. If Licensee fails to remove its facilities from AT&T's Pole(s) in accordance with the provisions of Sections 13.1-13.4 of this Agreement, AT&T may remove such facilities and store them at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. AT&T shall give Licensee not less than sixty (60) days' prior written notice of its intent to remove Licensee's facilities pursuant to this Section.
- 13.6. Removal of Facilities by AT&T. If AT&T removes any of Licensee's facilities pursuant to this Section, Licensee shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

14.0 FEES

- 14.1. Notwithstanding any other fees due under the other terms of this Agreement, Licensee agrees to pay AT&T ~~-\$15.00 (annually)~~ per Pole for as long as Licensee maintains an attachment on each Pole. Each year, AT&T shall provide a bill to the Licensee contact identified in Section 15. This bill shall be payable within thirty (30) days of receipt.
- 14.2. Late Fees. Licensee agrees that in the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall

Comment [CSA4]: Note rate please

accrue on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until payment is received by AT&T.

15.0 NOTICES

- 15.1. Operational Contact Information. Contact information for operational issues, notices and day-to day matters.

AT&T: Region/state-specific contact information is available in an online document found at the following URL: <https://clec.att.com/clec/hb/shell.cfm?section=2921>.

- 15.2. Ei **NOTICE CONTACT** Licensee
th NAME/TITLE _____
er STREET ADDRESS _____
P CITY, STATE, ZIP _____
ar CODE _____
ty TELEPHONE _____
m NUMBER _____
ay E-MAIL ADDRESS _____
u
nil

Comment [CSA5]: Please fill out this section , this information will be used for the recurring bill referenced in section14.1

aterally change its designated contact name, address, and/or email address for the receipt of notices by giving written notice to the other Party.

16.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T's POLES ARE SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. ATTACHING PARTY SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T's POLES FOR ATTACHING PARTY'S INTENDED USE.

17.0 INDEMNIFICATION

- 17.1. Definitions. The term "Claims" as used in Section 17 shall mean any lawsuit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 17.2. Workplace Injuries. Except as expressly provided in this Agreement to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the Indemnifying Party (or other person acting on the Indemnifying Party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on or in the vicinity of AT&T's Poles.
- 17.3. Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 17.2 above) made, brought, or sought against the Indemnified Party by any employee, contractor, or subcontractor of the Indemnifying Party or by any other person acting on the Indemnifying Party's behalf.
- 17.4. THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 17.2-17.3 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE

INDEMNIFIED PARTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

- 17.5. Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 17.2, or other Claims subject to Section 17.3) made, brought, or sought against the Indemnified Party by any vendor, supplier, or customer of the Indemnifying Party, except to the extent caused by the negligent acts or omissions of the Indemnified Party.
- 17.6. Injuries to Third Parties and Third-Party Property Owners Resulting from the Parties' Conduct. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with, the conduct of employees of the Indemnifying Party or other persons acting on the Indemnifying Party's behalf, except to the extent caused by the negligent acts or omissions of the Indemnified Party.
- 17.7. Indemnification for Environmental Claims.
- 17.7.1. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the Indemnifying Party or other person acting on the Indemnifying Party's behalf, of:
- 17.7.1.1. any federal, state, or local environmental statute, rule, regulation, ordinance, or other law; or
- 17.7.1.2. any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- 17.7.2. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the Indemnifying Party, or by any person acting on the Indemnifying Party's behalf, while present on or in the vicinity of any AT&T Pole.
- 17.7.3. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the Indemnifying Party or by any person acting on the Indemnifying Party's behalf, or arising out of or in connection with the subsequent storage, processing, or other handling of such hazardous substances by any person or entity after they have been removed by the Indemnifying Party or persons acting on the Indemnifying Party's behalf from the site of any AT&T Pole.
- 17.7.4. Except as otherwise specifically provided in this Section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from, any Claims for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

- 17.8. Miscellaneous Claims. Licensee shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:
- 17.8.1. Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T due to the placement or presence of Licensee's facilities on AT&T's Pole; or
 - 17.8.2. Claims based on the violation by Licensee of any third party's intellectual property rights, including but not limited to Claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 17.9. Licensee's General Indemnity Obligations to AT&T. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from Licensee's enforcement of its rights against AT&T pursuant to this Agreement. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 17.11, Licensee shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Licensee's access to or use of AT&T's Poles, Licensee's performance of any acts authorized under this Agreement, or the presence or activities of Licensee's employees or other personnel acting on Licensee's behalf on or in the vicinity of AT&T's Poles, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of AT&T.
- 17.10. AT&T's General Indemnity Obligations to Licensee. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from AT&T's enforcement of its rights against Licensee pursuant to this Agreement. Except as otherwise expressly provided in this Agreement to the contrary, AT&T shall indemnify, on request defend, and hold Licensee harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T's access to or use of AT&T's Poles, AT&T's performance of any acts authorized under this Agreement, or the presence or activities of AT&T's employees or other personnel acting on AT&T's behalf on or in the vicinity of AT&T's Poles under this Agreement, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of Licensee.
- 17.11. Indemnities Excluded. Except as otherwise specifically provided in this Section, neither Party (as an "Indemnifying Party") shall be required to indemnify or defend the other Party (as an "Indemnified Party") against, or hold the Indemnified Party harmless, to the extent any Claims arise out of:
- 17.11.1. any breach by the Indemnified Party of any provision of this Agreement;
 - 17.11.2. the violation of any law by any employee of the Indemnified Party or other person acting on the Indemnified Party's behalf; or
 - 17.11.3. willful or intentional misconduct, gross negligence, or negligence committed by any employee of the Indemnified Party or by any other person acting on the Indemnified Party's behalf.

18.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 18.1. AT&T Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to AT&T's Poles, AT&T does not warrant, guarantee, or insure the uninterrupted use of such Poles by Licensee. Except as specifically provided in Section 18.3 of this Agreement, Licensee assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Licensee's facilities attached to AT&T's Poles, and AT&T shall not be liable to Licensee for any damages to Licensee's facilities other than as provided in Section 18.3. In no event shall AT&T be liable to Licensee under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Poles in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Licensee under this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.
- 18.2. Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.
- 18.3. No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable state(s).
- 18.4. EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

19.0 INSURANCE

- 19.1. At all times in which Licensee has facilities on or in AT&T Pole, Licensee shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set forth below. Licensee shall require that all contractors, subcontractors, and/or any other person acting on Licensee's behalf maintain coverage, requirements and limits at least as broad as those listed below and, with respect to any maintained on a "claims made" basis, for two (2) years thereafter. Licensee must procure the required insurance from an insurance company eligible to do business in Florida and having and maintaining a minimum rating of "A-:VII" from A.M. Best Key Rating Guide.
- 19.1.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum

Comment [CSA6]: Please provide proof of insurance per the specifications noted in section 19 . The AT&T insurance certificate of information holder is AT&T, 208 S. Akard Street, Dallas, TX. 75202.

limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits, and \$1,000,000 for Bodily Injury by disease-each employee. To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers, and employees.

- 19.1.2. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit; and Fire Legal Liability/Damage to Premises Rented sub-limits of a minimum of \$1,000,000 is also required. AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T.
- 19.1.3. Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- 19.1.4. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds.
- 19.2. Licensee agrees to provide AT&T's third-party administrator certificates of insurance stating the types of insurance and policy limits.
- 19.3. AT&T agrees to accept Licensee's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 19.3.1. Workers' Compensation and Employers Liability: Licensee submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Florida or the employer's state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately if the state rescinds the Certificate of Authority to self-insure; and
 - 19.3.2. Automobile Liability: Licensee shall submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by Florida, supply such letter annually, and obtain Automobile Liability insurance immediately if the state rescinds the authority to self-insure; and
 - 19.3.3. General Liability: Licensee must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of '1' or '2.' Licensee must obtain Commercial General Liability insurance immediately if it is unable to comply with the financial strength requirements above.
- 19.4. All insurance required in accordance with this Section must be in effect before AT&T will issue any Licenses under this Agreement. Licensee will provide renewal Certificates of Insurance prior to expiration of any policy.

- 19.5. Licensee agrees to provide AT&T with at least thirty (30) calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.
- 19.6. The Parties agree that:
- 19.6.1. the failure of AT&T to demand certificates of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Licensee's obligation to maintain the insurance required;
 - 19.6.2. the insurance required does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor shall it be deemed as a limitation on Licensee's liability to AT&T;
 - 19.6.3. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and
 - 19.6.4. Licensee is responsible for payment of any deductible or self-insured retention.

20.0 ASSIGNMENT OF RIGHTS

- 20.1. Sub-Permits. Nothing contained in this Agreement shall be construed as granting Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or License subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Licensee shall not allow third party to attach facilities on Poles in space assigned to Licensee, to utilize such space, or to overlash on Licensee's facilities.
- 20.2. Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this Section.
- 20.2.1. AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Licensee's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.
 - 20.2.2. No assignment or transfer by Licensee of rights under this Agreement, License subject to this Agreement, or authorizations granted under this Agreement shall be effective until Licensee, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 20.3, and secured AT&T's prior written consent to the assignment or transfer.
- 20.3. Notice of Assignment. Licensee shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 20.2.2, and thirty (30) days' notice in writing following any consented-to assignment.
- 20.4. Assignment Shall Not Relieve Licensee of Prior Obligations. Except as otherwise expressly agreed by AT&T in writing, no assignment permitted by AT&T under this Agreement shall relieve Licensee of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 17 of this Agreement.
- 20.5. Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Licensee under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Licensee arising out of or in connection with this Agreement.

21.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 21.1. Subject to notice and the opportunity to cure as provided in Section 21.4 below, individual License subject to this Agreement shall terminate if (a) Licensee ceases to utilize the Pole attachment; or (b) Licensee's permission to use or have access to AT&T's Pole has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 21.2. Limitation, Termination, or Refusal of Access for Certain Material Breaches. Licensee's access to AT&T's Poles shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on or in the vicinity of AT&T's Poles, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Licensee violates this provision.
- 21.3. Termination Due to Non-Use of Facilities. Subject to notice and the opportunity to cure as provided in Section 21.4 below, this Agreement and all License subject to this Agreement shall terminate if Licensee ceases to make active use of AT&T's Poles.
- 21.4. Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach.
- 21.4.1. The complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and
- 21.4.1.1. the breaching Party fails to cure the breach within thirty (30) days of such notice, if the breach is one which can be cured within thirty (30) days; or
- 21.4.1.2. the breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than thirty (30) days will be required to effect such cure.
- 21.5. Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party.
- 21.6. Elective Termination. Either Party may terminate this Agreement by giving the other Party at least six (6) months prior written notice as provided in this Section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: (a) the last day of the current term of this Agreement; or (b) six (6) months after the date the notice is given.
- 21.7. Elective Termination by AT&T. In the event of elective termination by AT&T, AT&T shall, within sixty (60) days after the effective date of the elective termination, either initiate negotiations for a replacement agreement for continued access to AT&T's Poles or, at Licensee's option, Licensee will remove its facilities in accordance with the provisions of Section 13 of this Agreement.
- 21.8. Effect of Elective Termination. Elective termination of this Agreement by either Party, as permitted under Section 21.6 of this Agreement, shall not affect either Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination

and shall not entitle Licensee to the refund of any advance payment made to AT&T under this Agreement.

[Licensee]

**AT&T by AT&T Services, Inc.,
its authorized agent**

Signature:

Signature:

Name:

Name:

(Print or Type)

(Print or Type)

Title:

Title:

(Print or Type)

(Print or Type)

Date:

Date:

COMMERCIAL LICENSE AGREEMENT FOR POLE ACCESS

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COMMERCIAL LICENSE AGREEMENT FOR POLE ACCESS

This Agreement dated _____, 2019, is made by and between the "Parties", identified as BellSouth Telecommunications, LLC, d/b/a AT&T Florida, hereinafter referred to as "AT&T," and the City of Port Orange, Florida, "Licensee", an entity not expressly entitled, under federal or state law, to access Poles owned by AT&T. Licensee desires to attach one solar panel to each of two Poles for the sole purpose of providing power for the nearby crosswalk flashing beacons and not for any wholesale or retail communication offerings.

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1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the basic rates, terms, conditions, and procedures under which Licensee shall have access to the ~~two-one~~ (21) AT&T Poles, located as identified on Attachment 1, as long as such Poles are owned or controlled solely by AT&T, or in part by AT&T, and only the particular Poles. This Agreement is intended by the parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law.
- 1.2 AT&T is required by law to allow certificated telecommunications carriers and cable television companies to attach to its Poles. However, Licensee is currently acting as neither and, as a result, AT&T is not required by law to allow access to Licensee.
- 1.3 No Transfer of Property Rights to Licensee. Nothing contained in this Agreement, or any License subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.
- 1.4 No Effect on AT&T's Right to Abandon, Convey or Transfer Poles. Nothing contained in this Agreement, or any License subject to this Agreement, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Poles. AT&T shall give Licensee at least sixty (60) days' written notice prior to abandoning, conveying, or transferring the Pole(s) to which Licensee has already attached its facilities. The notice shall identify the transferee, if any, to whom any such Pole(s) are to be conveyed or transferred.
 - 1.4.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. AT&T shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole(s) covered by this Agreement and Licensee's rights hereunder.
- 1.5 Effective Date. This Agreement shall be effective as of the _____ day of _____, 2019.
- 1.6 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the Effective Date until the end of the calendar year, which includes the Effective Date.
- 1.7 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the Effective Date.

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2.0 DEFINITIONS

- 2.1. Definitions in General. As used in this Agreement, the terms defined in this Section shall have the meanings set forth below in Sections 2.2 to 2.7.
- 2.2. License. "License" refers to a written instrument granting Licensee permission to install its facilities in accordance with the AT&T-approved design on AT&T Poles identified on Attachment 1.
- 2.3. Make-Ready Survey. "Make-Ready Survey" refers to the engineering review by AT&T to identify any work necessary to make the Poles on Attachment 1 ready for Licensee's proposed attachments. The review

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includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 5.

- 2.4. Make-Ready Work. "Make-Ready Work" refers to all work performed, or to be performed, to prepare AT&T's Poles and any existing related facilities for the requested occupancy or attachment of Licensee's facilities.
- 2.5. Other User. "Other User" refers to an entity, other than Licensee, with facilities on AT&T Poles to which Licensee has obtained access.
- 2.6. Pole. "Pole" refers to the poles located as depicted on Attachment 1 and does not include cables and other telecommunications equipment attached to the poles.
- 2.7. Right(s)-of-Way. "Right(s)-of-Way" refers to a party's legal rights to pass over or through property owned by another party. Rights(s)-of-Way (ROW) do not include:
 - 2.7.1. cables and other telecommunications equipment buried or located on such ROW;
 - 2.7.2. public ROW (which are owned by and subject to the control of governmental entities); or
 - 2.7.3. any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.

3.0 GENERAL PROVISIONS

- 3.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee's access to the Poles described on Attachment 1.
- 3.2. Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Licensee and AT&T relating to the placement and maintenance of Licensee's facilities on AT&T's Poles.
- 3.3. Effect on Licenses or Licenses Issued Under Prior Agreements. All currently effective Pole Licenses granted to Licensee shall, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 3.4. Responsibilities of Licensee. Licensee is responsible for the contractor(s) it selects to install and maintain its attachments.
- 3.5. Worker Safety. Licensee shall be responsible for ensuring that any employee of Licensee, or contractor working on Licensee's behalf, has received the training necessary to safely perform any assigned work on or near any AT&T Pole(s). Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, the Occupational Safety and Health Administration.
- 3.6. No Waiver. The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any License or authorization subject to this Agreement, shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.
- 3.7. Billing. Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in this Agreement, within thirty (30) days from the dates of billing thereof.
- 3.8. Amendments Shall Be in Writing. The terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.
- 3.9. Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.

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- 3.10. Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 3.11. Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of Florida, applied without regard to the provisions of Florida's laws relating to conflicts-of-laws.
- 3.12. Applicable Laws. The Parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.
- 3.13. No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. This Agreement shall not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.
- 3.14. Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party will be solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 3.15. Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.16. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

4.0 QUIET ENJOYMENT

- 4.1. Licensee shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Poles to which Licensee seeks to attach its facilities.
- 4.2. Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 4.3. Third-Party Property Owners. Licenses granted under this Agreement authorize Licensee to attach facilities to the Poles owned by AT&T and identified on Attachment 1 but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.3.1. Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Poles, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited

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to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.4. No Effect on Either Party's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the applicable laws, rules, or regulations:
- 4.4.1. To locate, relocate, move, replace, modify, maintain, and operate its own facilities attached to AT&T's Poles at any time and in any reasonable manner which it deems appropriate; or
- 4.4.2. For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach their facilities to AT&T's Poles; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements shall not substantially interfere with Licensee's attachment authorized by Licenses issued pursuant to this Agreement.
- 4.5. No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by applicable laws, rules, or regulations.
- 4.6. Licensee acknowledges that the facilities of persons or entities other than AT&T and Licensee may be attached to AT&T's Poles.
- 4.7. Where AT&T elects to abandon any Pole(s) on which other entities have facilities, the affected Pole(s) will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Licenses of affected Other User(s) pertaining to such Pole(s). If none of the existing occupants elects to maintain such Pole(s), all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.

5.0 SPECIFICATIONS

- 5.1. Compliance with Requirements, Specifications, and Standards. Licensee's facilities attached to AT&T's Poles shall be attached, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Agreement.
- 5.2. Published Standards. Licensee's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 5.2.1. the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the "Blue Book";
- 5.2.2. the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
- 5.2.3. the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA); and
- 5.2.4. the AT&T Structure Access Guidelines.
- 5.3. Compliance with Environmental Laws and Regulations. AT&T makes no representations to Licensee, or personnel performing work on Licensee's behalf, that AT&T's Poles or any specific portions thereof, will be free from environmental contaminants at any particular time. Licensee agrees to establish appropriate

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procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:

- 5.3.1. Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq.*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).
- 5.3.2. All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on or in the vicinity of AT&T's Poles, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 5.4. Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to AT&T's Poles shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other Poles to ensure that such wires, cables, and Poles are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 5.5. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on or in the vicinity of AT&T's Poles, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

6.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY WORK

- 6.1. Licenses Required. Prior to attaching to the initial Poles covered by Licensee shall apply in writing for, and receive, a License through the Application process described below. Any subsequent requirements to attach to AT&T Pole(s) shall require an amendment to Attachment 1, as well as an associated Application submission.
- 6.2. Structure Access Request Form ("Application"). Licensee shall submit to AT&T the appropriate AT&T Application to attach to Poles identified on Attachment 1 or to modify its existing attachments on the Poles. Licensee shall submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application. Additionally, Licensee shall provide required information, as listed on the Application form, so that AT&T can perform the Make-Ready Survey. If an Application is withdrawn, Licensee shall still be responsible for all expenses incurred by AT&T, relative to that Application, prior to the withdrawal.
- 6.3. Make-Ready Survey ("Survey"). Upon receipt of the complete Application, which includes Licensee's payment of the estimated Survey costs, AT&T shall schedule the Survey. The primary purpose of the Survey will be to enable AT&T to:
 - 6.5.1. determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 6.5.2. confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee's attachment of facilities to AT&T Pole; and
 - 6.5.3. plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Poles, and associated facilities for Licensee's proposed attachments or occupancy.

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- 6.4. Selection of Space. AT&T will select, or approve Licensee's selection of, the space Licensee will occupy on AT&T's Poles. Licensee's obligation to pay Pole attachment fees will commence on the date the space assignment is made by AT&T to Licensee.
- 6.5. Estimate and Acceptance of Estimate. AT&T shall present to Licensee an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities (i.e. Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements).
- 6.5.1. In addition, AT&T shall provide a description of Make-Ready Work required of Other Users to accommodate Licensee's proposed attachment(s). shall be responsible for negotiating methods and timing of payments to Other Users by Licensee, as identified in Section 6.6.3.
- 6.6. Make-Ready Work. Upon receipt of payment(s) specified in Section 6.5, AT&T shall notify immediately and in writing Licensee and all known Other Users that may be affected by the Make-Ready Work required for Licensee's attachment(s).
- 6.6.1. The notice shall specify the location and type of Make-Ready Work to be performed and state the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.
- 6.6.2. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation.
- 6.6.3. Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this Section, Licensee shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment of Licensee's facilities on AT&T's Poles.
- 6.7. License and Attachment. After all required Make-Ready Work is completed, AT&T will issue a License confirming that Licensee may attach specified facilities to AT&T's Poles. Alternatively, in the absence of any Make-Ready Work requirements, the License shall be issued upon approval of the Application, which is coincident with completion of the Survey.
- 6.8. Except as expressly stated to the contrary in individual License issued hereunder, each License issued pursuant to this Agreement shall incorporate all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

7.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 7.1. Responsibility for Attaching and Placing Facilities. Licensee shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 7.2. In the event Licensee proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.
- 7.3. Completion of Licensee Construction. For each Licensee attachment to AT&T's Poles, Licensee will provide to AT&T a notice indicating the completion of construction of its attachment in accordance with the AT&T-approved Application within twenty (20) calendar days of Licensee construction complete date.

8.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

- 8.1. Each License subject to this Agreement authorizes Licensee to engage in routine maintenance of its facilities located on AT&T's Poles. Routine maintenance does not include the replacement or modification of Licensee's facilities in any manner which results in Licensee's facilities differing substantially in size, weight, or physical characteristics from the facilities described in the License.

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- 8.2. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Agreement) and all License issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities, and for directing the activities of all persons acting on Licensee's behalf while they are physically present on or in the immediate vicinity of AT&T's Poles.

9.0 MODIFICATION OF LICENSEE'S FACILITIES

- 9.1. Notification of Planned Modifications. Licensee shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to AT&T's Poles. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Licensee's present License or requires a new or amended License.
- 9.2. Replacement of Facilities. Licensee may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Poles without approval from, but with notice to, AT&T.

10.0 REQUIRED REARRANGEMENTS OF LICENSEE'S FACILITIES

- 10.1. Licensee agrees that Licensee will cooperate with AT&T and Other Users in making rearrangements of Licensee facilities on AT&T Poles as may be necessary, and that costs incurred by Licensee in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 10.2. AT&T shall give Licensee prior written notice of the need for Licensee to rearrange its facilities pursuant to this Section. The notice shall state the date by which such rearrangements are to be completed. Licensee shall complete such rearrangements within the time prescribed in the notice. If Licensee does not rearrange facilities within noted time, AT&T will rearrange those facilities at Licensee's expense. In no event shall AT&T be liable to Licensee or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement, except to the extent caused by AT&T's negligence.

11.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 11.1. Responsibility for Emergency Repairs. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 11.2. Designation of Emergency Repair Coordinators and Other Information. Licensee shall provide AT&T with the emergency contact number of Licensee's designated point of contact for coordinating the handling of emergency repairs of Licensee's facilities and shall thereafter notify AT&T of changes to such information.
- 11.3. Emergency Pole Replacements.
- 11.3.1. When an emergency Pole replacement is required, AT&T shall promptly make a good faith effort to contact Licensee to notify Licensee of the emergency and to determine whether Licensee will respond to the emergency in a timely manner.
- 11.3.2. If notified by AT&T that an emergency exists which will require the replacement of a Pole, Licensee shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.
- 11.3.3. If Licensee is unable to respond to the emergency situation immediately, Licensee shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Licensee's behalf at Licensee's expense.

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- 11.4. Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.
- 11.5. Pole Replacements for Other than Emergencies. AT&T shall give Licensee prior written notice of the need for Licensee to transfer its facilities as the result of Pole replacements. The notice shall state the date by which such transfers are to be completed. Licensee shall complete such transfers within the time prescribed in the notice. If Licensee does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Licensee's expense. In no event shall AT&T be liable to Licensee for damages or other harm caused by or in connection with any such transfers completed by AT&T or Other User, except to the extent caused by AT&T's gross negligence.

12.0 AT&T INSPECTION OF LICENSEE'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 12.1. Post-Construction Inspections. AT&T may, at AT&T's sole discretion and at Licensee's expense, conduct a post-construction inspection of Licensee's attachment of facilities to AT&T's Poles. This type of inspection shall be conducted to determine the conformance of the attachment(s) to the License(s) and standards identified in Section 5. AT&T shall communicate findings of nonconformance to Licensee as soon as practical.
- 12.2. Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make inspections of all facilities attached to AT&T's Poles to help ensure compliance with the terms and conditions of the applicable agreements.
- 12.3. Notice of Noncompliance. If, pursuant to an inspection, AT&T determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable.
- 12.4. Bringing Facilities into Compliance. Licensee shall bring its noncompliant facilities into compliance within such time mutually agreed upon by AT&T and Licensee. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Licensee shall notify AT&T when the facilities have been brought into compliance.
- 12.5. No Liability on AT&T. Neither the act of inspection by AT&T of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligation, or liability under this Section or otherwise existing.
- 12.6. Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within the agreed upon timeframe, AT&T may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 12.7. Correction of Conditions by AT&T. If AT&T elects to bring Licensee's facilities into compliance, AT&T shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps, as Licensee may deem necessary to ensure that the facilities meet Licensee's performance requirements.
- 12.8. Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance under this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

13.0 REMOVAL OF LICENSEE'S FACILITIES

- 13.1. When Licensee no longer intends to occupy space on AT&T's Pole(s), Licensee will provide written notification to AT&T that it wishes to terminate the License(s) with respect to such space and will remove its facilities from

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the space described in the notice. Upon removal of Licensee's facilities, the License shall terminate and the space shall be available for reassignment.

13.1.1. Licensee shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Pole(s).

13.1.2. Licensee shall be solely responsible for the removal of its own facilities from AT&T's Pole(s).

13.2. At AT&T's request, Licensee shall remove from AT&T's Pole(s) any of Licensee's facilities, which are no longer in active use. Upon request, Licensee will provide proof satisfactory to AT&T that Licensee's facility is in active service. Licensee shall not abandon any of its facilities by leaving such facilities on AT&T's Pole(s).

13.3. Removal Following Termination of License. Licensee shall remove its facilities from AT&T's Pole(s) within sixty (60) days after termination of the License.

13.4. Removal to Avoid Forfeiture. If the presence of Licensee's facilities on any AT&T Pole would cause a forfeiture of the rights of AT&T to occupy the property where such Pole is located, AT&T will promptly notify Licensee in writing and Licensee shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture.

13.5. Removal of Facilities by AT&T; Notice of Intent to Remove. If Licensee fails to remove its facilities from AT&T's Pole(s) in accordance with the provisions of Sections 13.1-13.4 of this Agreement, AT&T may remove such facilities and store them at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. AT&T shall give Licensee not less than sixty (60) days' prior written notice of its intent to remove Licensee's facilities pursuant to this Section.

13.6. Removal of Facilities by AT&T. If AT&T removes any of Licensee's facilities pursuant to this Section, Licensee shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

14.0 FEES

14.1. Notwithstanding any other fees due under the other terms of this Agreement, Licensee agrees to pay AT&T \$15.00 annually per Pole for as long as Licensee maintains an attachment on each Pole. Each year, AT&T shall provide a bill to the Licensee contact identified in Section 15. This bill shall be payable within thirty (30) days of receipt.

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14.2. Late Fees. Licensee agrees that in the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until payment is received by AT&T.

15.0 NOTICES

15.1. Operational Contact Information. Contact information for operational issues, notices and day-to day matters.

AT&T: Region/state-specific contact information is available in an online document found at the following URL: <https://clec.att.com/clec/hb/shell.cfm?section=2921>.

NOTICE CONTACT	Licensee
NAME/TITLE	CITY OF PORT ORANGE C/O CITY MANAGER
STREET ADDRESS	1000 CITY CENTER CIRCLE
CITY, STATE, ZIP CODE	PORT ORANGE, FL 32129
TELEPHONE NUMBER	386-506-5500
E-MAIL ADDRESS	

Commented [CSA4]: Please fill out this section , this information will be used for the recurring bill referenced in section14.1

15.2. Either Party may unilaterally change its designated contact name, address, and/or email address for the receipt of notices by giving written notice to the other Party.

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16.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T's POLES ARE SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. ATTACHING PARTY SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T's POLES FOR ATTACHING PARTY'S INTENDED USE.

17.0 INDEMNIFICATION

- ~~17.1. Definitions. The term "Claims" as used in Section 17 shall mean any lawsuit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.~~
- ~~17.2. Workplace Injuries. Except as expressly provided in this Agreement to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the Indemnifying Party (or other person acting on the Indemnifying Party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on or in the vicinity of AT&T's Poles.~~
- ~~17.3. Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 17.2 above) made, brought, or sought against the Indemnified Party by any employee, contractor, or subcontractor of the Indemnifying Party or by any other person acting on the Indemnifying Party's behalf.~~
- ~~17.4. THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 17.2 17.3 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.~~
- ~~17.5. Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 17.2, or other Claims subject to Section 17.3) made, brought, or sought against the Indemnified Party by any vendor, supplier, or customer of the Indemnifying Party, except to the extent caused by the negligent acts or omissions of the Indemnified Party.~~
- ~~17.6. Injuries to Third Parties and Third Party Property Owners Resulting from the Parties' Conduct. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with, the conduct of employees of the Indemnifying Party or other persons acting on the Indemnifying Party's behalf, except to the extent caused by the negligent acts or omissions of the Indemnified Party.~~
- ~~17.7. Indemnification for Environmental Claims.~~
- ~~17.7.1. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the Indemnifying Party or other person acting on the Indemnifying Party's behalf, of:~~
- ~~17.7.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law;~~
- ~~or~~
- ~~17.7.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.~~
- ~~17.7.2. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or~~

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discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the Indemnifying Party, or by any person acting on the Indemnifying Party's behalf, while present on or in the vicinity of any AT&T Pole.

~~17.7.3. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the Indemnifying Party or by any person acting on the Indemnifying Party's behalf, or arising out of or in connection with the subsequent storage, processing, or other handling of such hazardous substances by any person or entity after they have been removed by the Indemnifying Party or persons acting on the Indemnifying Party's behalf from the site of any AT&T Pole.~~

~~17.7.4. Except as otherwise specifically provided in this Section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from, any Claims for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.~~

~~17.8. Miscellaneous Claims. Licensee shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:~~

~~17.8.1. Claims for taxes, municipal fees, franchise fees, right to use fees, and other special charges assessed on AT&T due to the placement or presence of Licensee's facilities on AT&T's Pole; or~~

~~17.8.2. Claims based on the violation by Licensee of any third party's intellectual property rights, including but not limited to Claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.~~

~~17.9:17.1. Licensee's General Indemnity Obligations to AT&T. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from Licensee's enforcement of its rights against AT&T pursuant to this Agreement.~~ Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 17.344 and limitations set forth in Section 18.2, Licensee shall indemnify, ~~on request defend, and hold AT&T harmless~~ from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Licensee's access to or use of AT&T's Poles, Licensee's performance of any acts authorized under this Agreement, or the presence or activities of Licensee's employees or other personnel acting on Licensee's behalf on or in the vicinity of AT&T's Poles, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of AT&T.

~~17.10:17.2. AT&T's General Indemnity Obligations to Licensee. This Section applies only in those situations not expressly covered by Sections 17.2-17.8 and does not apply to any Claims resulting from AT&T's enforcement of its rights against Licensee pursuant to this Agreement.~~ Except as otherwise expressly provided in this Agreement to the contrary, AT&T shall indemnify, ~~on request defend, and hold Licensee harmless~~ from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T's access to or use of AT&T's Poles, AT&T's performance of any acts authorized under this Agreement, or the presence or activities of AT&T's employees or other personnel acting on AT&T's behalf on or in the vicinity of AT&T's Poles under this Agreement, except to the extent caused by the willful or intentional misconduct, gross negligence, or negligent acts or omissions of Licensee.

~~17.14:17.3. Indemnities Excluded.~~ Except as otherwise specifically provided in this Section, neither Party (as an "Indemnifying Party") shall be required to indemnify or defend the other Party (as an "Indemnified Party") against, or hold the Indemnified Party harmless, to the extent any Claims arise out of:

17.11.1. any breach by the Indemnified Party of any provision of this Agreement;

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17.11.2. the violation of any law by any employee of the Indemnified Party or other person acting on the Indemnified Party's behalf; or

17.11.3. willful or intentional misconduct, gross negligence, or negligence committed by any employee of the Indemnified Party or by any other person acting on the Indemnified Party's behalf.

18.0 LIABILITIES AND LIMITATIONS OF LIABILITY

18.1. AT&T Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to AT&T's Poles, AT&T does not warrant, guarantee, or insure the uninterrupted use of such Poles by Licensee. Except as specifically provided in Section 18.3 of this Agreement, Licensee assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Licensee's facilities attached to AT&T's Poles, and AT&T shall not be liable to Licensee for any damages to Licensee's facilities other than as provided in Section 18.3. In no event shall AT&T be liable to Licensee under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Poles in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Licensee under this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.

18.2. Licensee Limitation of Liability. Except as otherwise expressly provided in this Agreement, the Licensee's cumulative liability for all losses, claims, suit, controversies, breaches or damages for any cause whatsoever (including but not limited to those arising out of or related to this Agreement), regardless of the form of action or legal theory, shall not exceed the statutory limits set forth in Section 768.28, Florida Statutes, as amended. Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity as established by law.

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18.2-18.3. Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.

18.3-18.4. No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable state(s).

18.4-18.5. EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

19.0 INSURANCE

19.1. At all times in which Licensee has facilities on or in AT&T Pole, Licensee shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set forth below. Licensee shall require that all contractors, subcontractors, and/or any other person acting on Licensee's behalf maintain coverage, requirements and limits at least as broad as those listed below and, with respect to any maintained on a "claims made" basis, for two (2) years thereafter. Licensee must procure the required insurance from an

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insurance company eligible to do business in Florida and having and maintaining a minimum rating of "A-:VII" from A.M. Best Key Rating Guide.

19.1.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits, and \$1,000,000 for Bodily Injury by disease-each employee. ~~To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers, and employees.~~

19.1.2. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit; and Fire Legal Liability/Damage to Premises Rented sub-limits of a minimum of \$1,000,000 is also required. ~~AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T.~~ The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T.

~~19.1.3. Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.~~

~~19.1.4.~~ 19.1.3. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. ~~AT&T, its affiliates, officers, agents, and employees shall be endorsed as additional insureds.~~

19.2. Licensee agrees to provide AT&T's third-party administrator certificates of insurance stating the types of insurance and policy limits.

19.3. AT&T agrees to accept Licensee's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.3.1. Workers' Compensation and Employers Liability: Licensee submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Florida or the employer's state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately if the state rescinds the Certificate of Authority to self-insure; and

19.3.2. Automobile Liability: Licensee shall submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by Florida, supply such letter annually, and obtain Automobile Liability insurance immediately if the state rescinds the authority to self-insure; and

19.3.3. General Liability: Licensee must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of '1' or '2.' Licensee must obtain Commercial General Liability insurance immediately if it is unable to comply with the financial strength requirements above.

19.4. All insurance required in accordance with this Section must be in effect before AT&T will issue any Licenses under this Agreement. Licensee will provide renewal Certificates of Insurance prior to expiration of any policy.

19.5. Licensee agrees to provide AT&T with at least thirty (30) calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.

19.6. The Parties agree that:

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- 19.6.1. the failure of AT&T to demand certificates of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Licensee's obligation to maintain the insurance required;
- 19.6.2. the insurance required does not represent that coverage and limits will necessarily be adequate to protect Licensee, ~~nor shall it be deemed as a limitation on Licensee's liability to AT&T;~~
- 19.6.3. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and
- 19.6.4. Licensee is responsible for payment of any deductible or self-insured retention.

20.0 ASSIGNMENT OF RIGHTS

- 20.1. Sub-Permits. Nothing contained in this Agreement shall be construed as granting Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or License subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Licensee shall not allow third party to attach facilities on Poles in space assigned to Licensee, to utilize such space, or to overlash on Licensee's facilities.
- 20.2. Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this Section.
 - 20.2.1. AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Licensee's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.
 - 20.2.2. No assignment or transfer by Licensee of rights under this Agreement, License subject to this Agreement, or authorizations granted under this Agreement shall be effective until Licensee, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 20.3, and secured AT&T's prior written consent to the assignment or transfer.
- 20.3. Notice of Assignment. Licensee shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 20.2.2, and thirty (30) days' notice in writing following any consented-to assignment.
- 20.4. Assignment Shall Not Relieve Licensee of Prior Obligations. Except as otherwise expressly agreed by AT&T in writing, no assignment permitted by AT&T under this Agreement shall relieve Licensee of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 17 of this Agreement.
- 20.5. Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Licensee under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Licensee arising out of or in connection with this Agreement.

21.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 21.1. Subject to notice and the opportunity to cure as provided in Section 21.4 below, individual License subject to this Agreement shall terminate if (a) Licensee ceases to utilize the Pole attachment; or (b) Licensee's permission to use or have access to AT&T's Pole has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 21.2. Limitation, Termination, or Refusal of Access for Certain Material Breaches. Licensee's access to AT&T's Poles shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons

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working on or in the vicinity of AT&T's Poles, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Licensee violates this provision.

21.3. Termination Due to Non-Use of Facilities. Subject to notice and the opportunity to cure as provided in Section 21.4 below, this Agreement and all License subject to this Agreement shall terminate if Licensee ceases to make active use of AT&T's Poles.

21.4. Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach.

21.4.1. The complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and

21.4.1.1. the breaching Party fails to cure the breach within thirty (30) days of such notice, if the breach is one which can be cured within thirty (30) days; or

21.4.1.2. the breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than thirty (30) days will be required to effect such cure.

21.5. Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party.

21.6. Elective Termination. Either Party may terminate this Agreement by giving the other Party at least six (6) months prior written notice as provided in this Section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: (a) the last day of the current term of this Agreement; or (b) six (6) months after the date the notice is given.

21.7. Elective Termination by AT&T. In the event of elective termination by AT&T, AT&T shall, within sixty (60) days after the effective date of the elective termination, either initiate negotiations for a replacement agreement for continued access to AT&T's Poles or, at Licensee's option, Licensee will remove its facilities in accordance with the provisions of Section 13 of this Agreement.

21.8. Effect of Elective Termination. Elective termination of this Agreement by either Party, as permitted under Section 21.6 of this Agreement, shall not affect either Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Licensee to the refund of any advance payment made to AT&T under this Agreement.

[Licensee]City of Port Orange

**AT&T by AT&T Services, Inc., its
authorized agent**

BY:

Donald O. Burnette, Mayor

Signature:

Date:

Attest:

Robin Fenwick, MMC, City Clerk

Signature:

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7c) Approval of Contract to Vintage Painting Inc. for exterior painting of the YMCA building

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award with Vintage painting and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On June 13, 2019 bid # 19-16 was opened for exterior painting of the YMCA building. Four bids were received and deemed responsive with Vintage Painting Inc. being the lowest bid. The bid included a base price for the painting and six alternates. Staff is recommending award of the base and six alternates totaling \$47,434.00. Project will take 110 days from notice to proceed and 30 days for unforeseen conditions. The bidder has also indicated that the labor and materials will carry a 7 year warranty. Funding is available in QPC 078 and staff recommends approval.

Project No.: QPC078 Funding Account No.: 106-1000-572-6397

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Vintage Painting Ince ITB 19-16 Standard Contract for Services	Vintage Painting Ince ITB 19-16 Standard Contract for Services.pdf
2.	ITB 19-16 YMCA PAINTING PROJECT FINAL 05.03.2019	ITB 19-16 YMCA PAINTING PROJECT FINAL 05.03.2019.pdf
3.	Vintage Painting Inc response	Vintage Painting Inc response.pdf
4.	BID TABULATION FINAL	BID TABULATION FINAL.pdf
5.	ITB 19-16 Addendum No 1	ITB 19-16 Addendum No 1.pdf
6.	Notice of Intent to Award	Notice of Intent to Award.pdf

Susan Lovallo
Susan Lovallo
Scott Neils
Margaret Roberts
Jake Johansson

Created/Initiated - 6/19/2019
Approved - 6/19/2019
Approved - 6/20/2019
Approved - 7/3/2019
Approved - 7/5/2019

Robin Fenwick

Final Approval - 7/5/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **VINTAGE PAINTING, INC.** ("Contractor"), a Florida corporation whose principal address is 413 Oak Place, Suite 4-I, Port Orange, Florida 32127. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide all labor, equipment, materials, and supervision for the exterior painting of the YMCA, which shall include Alternate No. 1 – Refinish six (6) wooden frames, Alternate No. 2 – Refinish emergency generator housing, Alternate No. 3 – Refinish pair of bronze entrance doors, Alternate No. 4 Refinish fire line and water piping, Alternate No. 5 – Refinish all existing rain gutters, Alternate No. 6 Refinish all electrical disconnect boxes, a Seven (7) year warranty for Labor and a Seven (7) year warranty for materials, and as more specifically described in Invitation to Bid No. 19-16 ("ITB 19-16"), and Addendum No. 1 which are made a part hereof by reference. Contractor's Schedule of Unit Pricing, Scope of Work, and Exterior Re-Paint Specification as referenced in ITB 19-16 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-16 and Addendum No. 1 is available in the Office of the City Clerk.

- (b) The time, manner and place for performance of such services shall be:

Term: The Term of this Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within 110 calendar days from issuance of a Notice to Proceed, and an additional 30 calendar days for final completion (the "Term").

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order and written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit prices as set forth in Exhibit "1," in an amount not to exceed Forty-Seven Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$47,434.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as

follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

[Remainder of page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

- | | |
|--------------------------|---|
| ☐ | Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination |
|--------------------------|---|

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Vintage Painting, Inc.
Attention: Norman Turner, CEO
P.O. Box 290185
Port Orange, Florida 32129
(386) 760-0611 – Telephone
(386) 760-7934 – Facsimile
normant@vintagepaintinginc.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

30. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

VINTAGE PAINTING, INC.

By: _____

Norman Turner, CEO

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Norman Turner, as CEO of Vintage Painting, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

Consisting of 27 Pages

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING		
BID FORM		
CITY OF PORT ORANGE		
ITB # 19-16		
YMCA EXTERIOR PAINTING PROJECT		
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission		
Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.		
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.		
		
Vintage Painting Inc Ralston Carey Ralston.C@VintagePaintingInc.com Ralston Carey Ralston Carey		NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED SIGNATURE:
BID PROPOSAL		
ITEM #	DESCRIPTION	TOTAL COST
1	Paint Exterior of the YMCA Building	\$0.00 \$43,558.00
All #1	Refinish Six(6) Bronze Window Frames at the One Story portion of the building in accordance with the specifications	\$0.00 \$420.00
All #2	Refinish the Emergency Generator Housing, Fuel Tank, Muffler and Associated Components in Accordance with the specifications	\$0.00 \$2,200.00
All #3	Refinish the Pair of Bronze Entrance Doors, Door Frame and Transom above the Doors on the East Elevation at the " Halifax Health" Entrance, in Accordance with the specifications Refinish Eight (8) Ceiling Hung Light Fixtures to Include Three (3) Wall Mounted Fixtures, in accordance with the specifications	\$0.00 \$420.00
All #4	Refinish the Fire Line (Cast-Iron Pipe System, currently painted red), and Refinish the Water Piping (East of the Fireline), in accordance with the specifications	\$0.00 \$280.00
All #5	Refinish all the Existing Rain Gutters, on all Elevations to Include Metal Downspouts in accordance with the specifications (P.V.C. Downspouts are <u>not</u> to be painted)	\$0.00 \$248.00
All #6	Refinish all the Electrical Disconnect Boxes for the Ground Mounted and the Roof Mounted Air Conditioning Compressors in accordance with the specifications	\$0.00 308.00
	TOTAL PRICE	\$0.00 \$47,434.00
2	Confirm the number of calendar days to complete upon receipt of PO: DAYS 90	
3	Warranty for Labor: YEARS 7	
4	Warranty for Materials: YEARS 7	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER		

This document must be completed and returned with your Submittal

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION and SPECIAL CONDITIONS:

Painting of the exterior of the YMCA building(s) located at 4701 City Center Circle, Port Orange, Florida per scope of work provide within the ITB.

Y.M.C.A. EXTERIOR PAINTING PROJECT OF WORK:

Contractor will be responsible for providing all labor and materials to properly complete the project as described in the bid plan specifications.

Special Conditions

Contractor will be responsible for providing all labor, equipment, materials, supervision and insurances to properly complete the project as described in the specifications, to include matching new colors to the existing colors.

1. Working hours are Monday thru Friday, 7:00 a.m. - 5:00p.m.
2. Spray painting will not be allowed, due to the proximity of automobiles in the parking lot(s) and the amount of people transitioning from the parking lot to the various entry doors to the facility.
3. The successful contractor will insure a (working) foreman will always be on the site during the execution of this contract.
4. This is a non-smoking building. Smoking is not permitted within 25' of any entrance, windows or outdoor air intakes. This includes the roof of the structure where the H.V.A.C. units and roof fans are located.
5. The contractor is responsible for quality take-offs, field measurements and "means and methods", based on existing conditions.
6. The contractor will provide a temporary toilet(s) for the full duration of the job.
7. The contractor will provide a temporary storage facility (i.e. trailer/ storage unit) for materials and equipment storage. No materials or equipment will be allowed to be stored within the existing building(s).
8. There is no interior painting of any kind within the scope of this contract. Painters will not be allowed access to the interior of the building. Limit "use of site" to work on the exterior as indicated in the documents.
9. All debris generated by the work of this contract will be removed from the site on a daily basis. The disposal of all materials will conform to all applicable codes and ordinances and placed in a licensed landfill or similar disposal site. The existing dumpster(s) are for the exclusive use by the Y.M.C.A. and are not to be used by the painting contractor.
10. All work at the site must be coordinated with Paul Pomfret, Director of Facilities for the Y.M.C.A.

11. All correspondence concerning the actual work will be addressed / coordinated with Frank Flagg, Facilities Manager.

12. All correspondence in regard to changes in the contract will be addressed to Susan Lovallo, Parks & Recreation Director, and Bruce Ferguson, Parks Manager.

13. Photographs, drawings and technical specifications are attached as separated documents.

14. Due to the age of the original building, construction of additions, and subsequent modifications, there are no accurate "as-built" drawings. (refer to note #5, page #1 of the "special conditions")

[Remainder of this page left intentionally blank]

APPENDIX A

Exterior Re-Paint Specification

7 Year Warranty

The YMCA

City of Port Orange

4701 City Center Pkwy

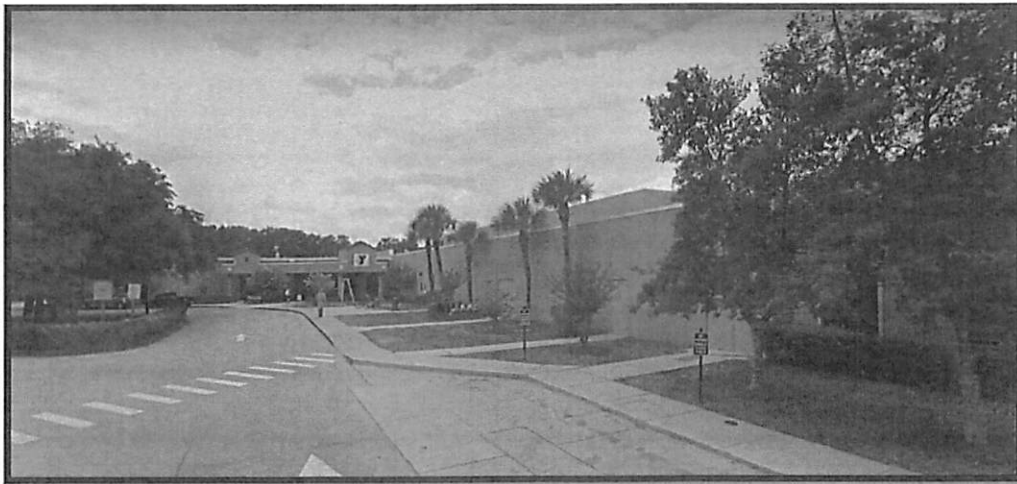
Port Orange, FL 32129



April 3, 2019

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3.0	PRODUCTS.....
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8.0	METAL DOORS/WINDOWS/FRAMES, HOODS, & MISC
9.0	STEEL GENERATOR STAND & ENCLOSURE.....



PURPOSE

This Recommendation is designed to overcome several existing challenges, including:

- An acrylic primer to adhere to the existing non-ferrous metal while providing a great foundation coat to apply our premium finish paint.
- A 100% acrylic exterior finish system formulated to provide excellent durability for maximum protection of the buildings and offers superior hide and coverage
- A rust -preventative enamel providing superior quality color and gloss retention on the doors and metal surfaces as well as excellent resistance to wear and abuse

The proposed materials will either meet or exceed the minimum service requirements when properly applied in accordance with the specifications and the manufacturer's instructions as detailed in the attached Technical Data Bulletin sheets.

Many factors must be taken into consideration such as problem sources, environment, preparation procedures and specific paint systems. All of these must be related to film longevity, integrity and appearance.

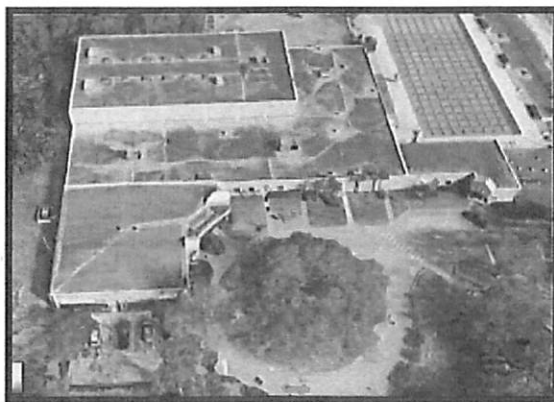
The standard Recommendation is a must because it assures the owner of quality materials, compliance of guidelines set forth for individual substrates and each painter is bidding on an equal basis as far as materials are concerned.

WARRANTY & INSPECTIONS

An inspection has been made for the exterior painting of the facilities buildings. This specification has been written for the purposes of achieving a (7) **Seven-year, non-prorated (material) warranty** on the repainting of the building exterior.

The paint manufacturer's Representative will inspect the work in progress to help ensure proper preparation and application of all products to meet the requirements of:

- Benjamin Moore's & Co.
- Coronado Paints
- INSL-X
- Richards Paint



1.0 **SCOPE OF WORK**

The scope of work below is to be followed for the repainting of building exterior stucco, masonry and metal surfaces.

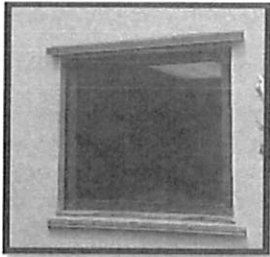
This list is a brief scope of work which includes the major elements of the work but may not be limited to the following:

INCLUSIONS: BASE BID - Complete Building Power Washing, removal & replacement of existing sealants, and EIFS Repair, and complete Repaint of stucco and metal surfaces.

1. Bleach wash all mildew areas to include masonry walls, trim, ceilings, columns, overhangs, drip edge/roof cap/gutters, accents, doors and frames, and where necessary to kill mold and mildew and remove chalking paint.
2. Apply Citrus Degreaser cleaning solution to all solid metal entry doors and frames, and metal surfaces to be painted including shutter hoods and frames and window frames.
3. Completely pressure clean all exterior surfaces to be painted. This includes exterior body stucco walls, ceilings, trim, gutters/downspouts, window frames, generator enclosure, soffit, solid metal doors, shutter hoods and frames, and hydrants and miscellaneous metal balustrade posts.
4. Patch and seal all cracks or imperfections in stucco/EIFS.
5. Sand to remove any loose coatings/rust and de-gloss all previously coated steel and other metal surfaces to be painted (Hand tool cleaning SSPC-SP 2), including solid metal doors and frames, and shutter hoods and frames. (**Actual Shutters to be cleaned not painted*)
6. Hand tool scrape & sand to remove delaminated coating from solid unit/ utility doors and tack cloth/solvent wipe dust from surfaces to be painted.
7. Spot treat/prime any rusted fasteners, rusted cornerbead, oxidized/peeling non-ferrous metal on generator with 100% Solids Epoxy Pre-prime (V155).
8. Apply Sealer/Surface Conditioner to all exterior previously painted EIFS/stucco including any other repair/new surfaces to be painted.
9. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
10. Remove failed caulk/ sealants/ and re-caulk anywhere the stucco meets windows, doorframes, and 90° angles where necessary. This may be done with any approved Urethane Acrylic or elastomeric sealants.
11. Finish paint exterior stucco, EIFS walls, trim, ceilings, and columns with 100% Acrylic Exterior paint (Gloss Level 3-4)
12. Paint all previously painted utility solid doors and frames, window frames, and shutter hoods and frames with Acrylic Semi-gloss DTM.
13. Paint previously painted mullions/ vents, exhaust vents, electrical conduit and boxes with Acrylic DTM.

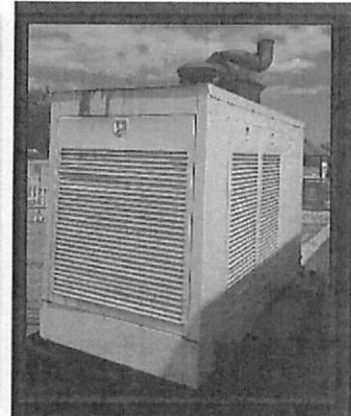
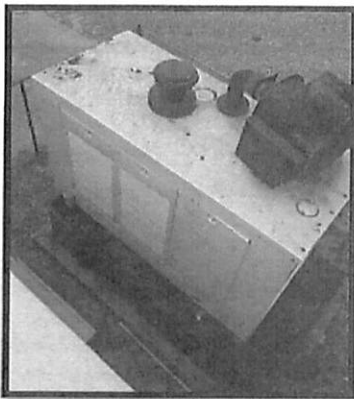
SCOPE: Add-on Alternate Bid #1- Bronze Window Frames

1. Preparation of surfaces in accordance with steps #1 and #4 listed in BASE BID INCLUSIONS above.



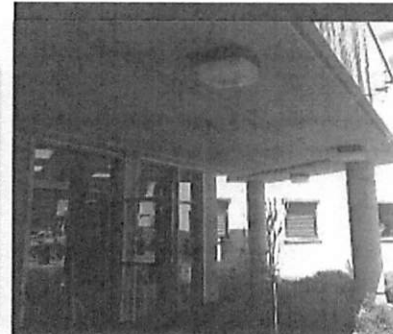
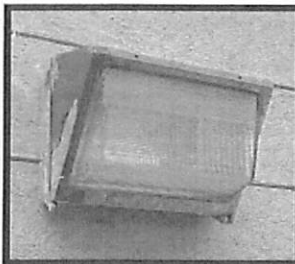
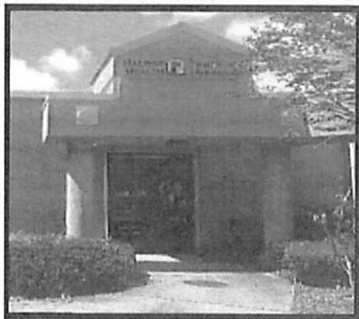
2. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
3. Finish Paint the metal bronze window frames with Acrylic DTM.

SCOPE: Add-on Alternate #2 - Steel Generator Enclosure / Fuel Tank



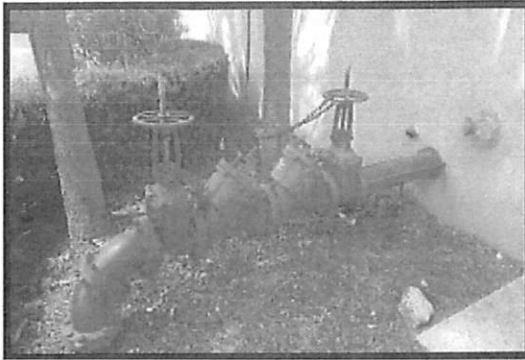
1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID INCLUSIONS above.
2. Spot pre-prime application of 100% Solids Epoxy Pre-prime to all heavily corrosive areas (ferrous & non-ferrous).
3. Prime with Polyamide Epoxy coating the entire metal enclosure, steel tank, and exhaust fan.
4. Finish Paint generator enclosure and black pedestal with Alkyd Urethane Enamel, two coats.
5. Finish Paint generator exhaust vent with High-Heat Alkyd enamel, two coats.

INCLUSIONS: Add-on Alternate Bid#3- Rehab Storefront Entry Doors and Light Fixtures (Metal frames, Ferrous/Non-ferrous Metal and Plastic/Pot Metal Lights)



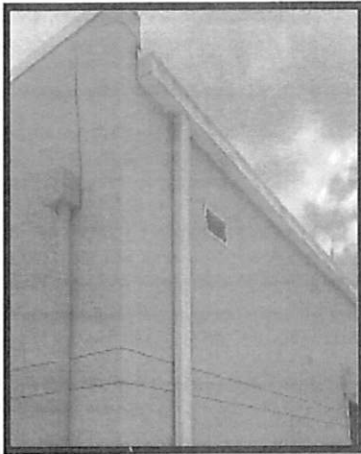
1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID INCLUSIONS above.
2. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
3. Finish Paint the metal bronze window frames with Acrylic DTM.

INCLUSIONS: Alternate Add-on Bid #4 - Hydrant & Misc. Metal (Ferrous/Non-Ferrous Metal)



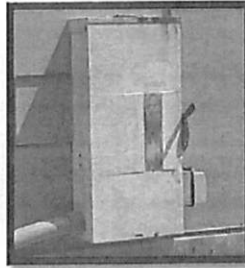
1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Apply 100% Solids Epoxy Pre-prime to spot prime heavily corroded areas (ferrous & non-ferrous).
3. Finish Paint all metal surfaces with Alkyd Urethane enamel coating listed in finish schedule.

INCLUSIONS: Alternate Add-on Bid #5 - Painting of Gutters (Ferrous or Non-Ferrous Metal)



1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Spot Prime gutter and downspouts with specified Acrylic Metal Primer
3. Finish Paint metal gutters and downspouts with 100% Acrylic Body Paint. (Gloss Level 3-4)

INCLUSIONS: Alternate Add-on Bid #6- Painting of All Electrical Boxes (Ferrous Metal)



The YMCA - Port Orange, FL

1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Prime metal Electrical switch boxes Acrylic Metal Primer
3. Finish Paint the metal Electrical boxes with Acrylic DTM, color to match adjacent.

EXCLUSIONS

1. All previously unpainted surfaces other than specified
2. Walkways
3. Exterior mounted signs (Will be removed by owner prior to painting)
4. Roof cap/drip edge, stainless scuppers, Metal Roofs
5. Exterior fencing and pool shed building

[Remainder of this page left intentionally blank]

TERMS AND CONDITIONS (unless this project is completed by property manager or owner)

A. EXTRAS & CHANGES

1. It is anticipated that the aforementioned work shall be inclusive and that there will not be extras or changes. The need for extra work and changes in the specifications will be the sole responsibility and determination of the Owner and will be submitted as a written work order to the Painting Contractor. No extra work will be done or changes made in the work as specified without a written work order from the Owner.

B. LICENSE AND PERMITS

1. The Painting Contractor shall include with your proposal a copy of any valid Occupational and Professional Licenses necessary to operate in the State of Florida, the County and the City where the project is located. Further the Painting Contractor is responsible for obtaining all necessary permits as required by the State of Florida, the County and the City where the project is located.

C. INSURANCE

1. The Painting Contractor will be required to furnish suitable insurance certificates covering liability and property damage, Worker's Compensation coverage and they shall be kept in force during the course of the work. The Painting Contractor shall hold the Owner(s) harmless from all liens or damages arising from or caused by the work. Please include documentation of all such coverage or show the ability to obtain such coverage.

D. SAFETY RELATED PRECAUTIONS

1. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

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2.0 GENERAL ITEMS

A. QUALITY ASSURANCE

1. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.
2. All work is to be done in a competent manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.
3. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.
4. The Painting Contractor will not sub-contract any of their work.
5. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.
6. All materials shall be applied uniformly.
7. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupant and common property including all balconies, screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage.
8. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

B. LIASION

1. The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from residents of the owners Property or from the Painting Contractor's employees.

C. INSPECTION

1. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner or the

Owner's Representative together walk the project and make a list of all existing damage. This list should contain the names and/or numbers of any units showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.

2. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work. The Painting Contractor shall bear all expenses associated with tests, inspections and approvals required which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Inspections conducted the Benjamin Moore & Company representative does not dismiss the Painting Contractor of responsibility for the prescribed preparation and application of specified products.
3. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the Benjamin Moore Representative or owner for failing to comply with the Specification Documents whether observed prior to the commencement of the warranty period or during the warranty period. Benjamin Moore & Company accepts no responsibility for any increase in cost due to the any unforeseen or undiscovered condition that may arise.

D. RELEASE OF LIEN AND WARRANTY CERTIFICATE

1. The successful completion of the project, while meeting all the necessary requirements to satisfy the issuance of a warranty, must be approved by an authorized dealer Representative of the store selling all the materials for said project, a Representative of the Paint Manufacturer and the Owner or the Owner's Representative.
2. All monies owed to all suppliers selling any materials for said project must be paid in full and the Painting Contractor must furnish a Final Release of Lien from all suppliers that have filed Notice to Owners against any and all properties covered in these Specifications.
3. After above criteria has been met the warranty will be issued and final payment to the Painting Contractor will be made.

E. PAINTING COMPANY'S LIMITED WARRANTY

1. The seven (7) year exterior only warranty will apply only on the condition that the procedures stated and required in the Paint Manufacturers' Warranty are followed.
2. In order to control and properly document the required material usage, all materials must be purchased from a single Paint Dealer. This dealer must be determined and agreed upon prior to the commencement of the work.

3.0 PRODUCTS

A. MATERIALS

1. Bids are to be based solely on coatings manufactured by the following paint manufacturers or as otherwise noted or specified and as approved by the owner:
 - a. Benjamin Moore
 - b. Coronado Paints
 - c. **INSL-X**
 - d. Richards Paint
2. Colors are to be those as approved by the Owner(s). A duplicate color chip schedule will be supplied to the Painting Contractor.
3. Colors will be selected from a standard Color System, unless otherwise specified. *New colors will match all existing colors for bidding purposes.*
4. Color schedules shall be furnished to the painting contractor at the earliest possible time and/or prior to the application of prime coats.
5. Pigmented prime coats may be tinted to approximate shade of the final coat; some contrast is required.
6. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.
7. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.
8. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.
9. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.
10. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

4.0 EXECUTION

A. ACCESS

1. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit adequate access to the areas to be painted.
2. The Owner agrees to notify all occupants of the property to remove any personal items, patio furniture and vehicles as necessary to permit the Painting Contractor to proceed without delay.
3. The Painting Contractor must give prior notice to commencement of work in their area in order to have all crafts or objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.
4. The Painting Contractor must be allowed easy access to all locked areas that have been included to be painted.

B. STAGING AREA

1. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the painting contractor and shall be left in a clean, safe and acceptable manner.

C. REMOVAL

1. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters contaminated rags and trash shall be removed.
2. The paint contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work.
3. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

D. PREPARATION OF THE SURFACES

1. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.
2. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If, for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.

3. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owners of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owners have instructed them to proceed under the current conditions.
4. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.
5. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

E. MOLD AND MILDEW REMOVAL

1. If any mold or mildew is apparent the Painting Contractor must provide a sanitized surface free of mold and mildew spores prior to applying any coating to any surface. Should there be a question of chlorinating any surface the inspector's decision will be final.
2. **NOTE: USE RUBBER GLOVES, PROTECTIVE GOGGLES AND PROTECTIVE CLOTHING.** Using a garden type of pressure pot and spray wand, saturate the surface with a diluted solution of chlorine or bleach consisting of one volume of bleach or chlorine to three times volumes of water. To be effective this solution must remain wet on surface for a period of 15 minutes. As some solutions of chlorine and bleach are already diluted tests should be done to verify that the above-recommended solution will be strong enough to remove any mold and mildew present. If not the solution should be increased or decreased as to properly remove all mold and mildew.
3. The solution must then be washed off with clean water. A water pressure cleaner can be used. If washing off wood surfaces or roofs care must be taken not to damage the surface or create leaks especially on roofs and windows.
4. Repeat as necessary where needed. Sometimes the staining caused by mold and mildew contamination cannot be removed even after multiple applications of the removal solution. These surfaces if needed can be coated with a stain killing type of primer to prevent bleed through. This primer must be applied after the primers that are specified below for each type of surface.
5. The possibility of plant damage must be considered. If the mold and mildew removing solution run-off cannot be controlled or directed from vegetation, then it must be diluted with enough fresh water to render it harmless or another method of mold and mildew removal must be utilized.

F. DELAMINATING COATINGS

1. Surfaces to be painted shall be made free of loose and delaminating coatings by the Paint Contractor. Delaminating that occurs as a result of insufficient preparation will be the sole responsibility of the Painting Contractor.

2. Expansion joints must have all peeling paint removed with power washing or hand scraping.
3. Smooth surfaces
4. Doors shall be Hand or Power Tool Cleaned to remove loose coatings without damage to the surface.
5. Prime or seal surface with the specified materials
6. Taper edges of remaining coatings to a smooth transition between levels using the specified patching materials.
7. Prime patching material with the specified material.
8. Surfaces that cannot be properly prepared without damage to the surface shall be brought to the attention of the Owner or their agent immediately upon discovery. These surfaces will be noted and withheld from the warrantee areas.

G. EXTERIOR SUBSTRATE PREPARATION

Approximately 90% of all paint failures can be directly attributed to improper surface preparation. Strictly following all surface preparation instructions on all surfaces is essential to achieve maximum benefits of the coatings to be used. Although inspections are conducted on a regular basis, it is the painting contractor's ultimate responsibility to assure that all surface to be painted are properly and completely prepared prior to application of any and all coatings.

1. STUCCO SIDING TRIM AND ACCENTS

A. Preparation

1. Any mold and mildew must be removed as described in the section titled MOLD AND MILDEW REMOVAL.

B. Cleaning

1. Pressure clean all cementitious/masonry surfaces with pressure washing equipment of no more than 2,500 P.S.I. being sufficient enough to remove as much existing deteriorating coating as possible. It is recommended to use a Fan nozzle on the pressure cleaner to facilitate cleaning of the surface without damaging the substrate. All stucco surfaces must be free of dirt, grease, oil and chalk. All surfaces are to dry thoroughly. If necessary, repeat procedure.
2. Rust stains must be thoroughly removed. After wetting the surface with water, apply a solution of 2% oxalic acid or appropriate oxalic acid compound in water. It is important to observe the precautions listed on the container or these compounds for safe handling and storage. Wash with sponge and scrub brush until stain is removed, then rinse with clean water. Where rust staining was evident spot prime areas with one coat of **Acrylic Metal Primer**. Apply two coats if necessary.

C. Surface Sealer

1. After proper surface preparation, prime the entire exterior surface with one coat of the Benjamin Moore recommended masonry conditioner according to the manufacturer's label instructions.
2. Certain colors may require a pigmented sealer.
3. Contractor is responsible for testing sealer coverage. The Painting Contractor may choose to use a pigmented or clear sealer.

D. Joint Sealant

1. All loose or deteriorated perimeter sealant between but ends of siding board, around exterior side of doors and windows is to be removed.
2. Apply surface sealer to masonry board surfaces, along the entire joint to receive sealant.
3. Apply a solvent wipe to metal surfaces, along the entire joint to receive sealant. Do not contaminate adjacent substrate with solvent.
4. Apply sealant to full perimeter of door frames and windows to form a complete seal between metal and stucco. Tool the application of sealant in a manner to insure proper adhesion.

E. Finish Coats

1. After all cracks and patches repairs have fully cured, apply recommended products at a rate of application as stated on the label directions and to achieve uniformity of sheen and opacity of color.

NOTE: Due to the texture and porosity of the substrates to be coated if spray application is used it is necessary to back roll / brush immediately in order to work material into the porous surfaces.

2. EXTERIOR PREVIOUSLY PAINTED FERROUS METAL SURFACES

- A. Surfaces to be painted shall be cleaned with an appropriate solvent or detergent solution to remove all traces of dirt, dust, grime, and oily residues prior to application of the specified coatings in accordance with SSPC-SPI-63 "Solvent Cleaning".
- B. Surfaces that exhibit moderate to heavy chalk must be cleaned by power wash. Any mold and mildew must be removed as described in the section titled MOLD AND MILDEW REMOVAL.
- C. Loose, peeling, blistering and flaking paint and rust shall be removed by hand tool cleaning with wire brush, scraping, or sanding in accordance with SSPC-SP-2 "Hand Tool Cleaning". Surfaces with a hard-shiny finish should be dulled by sandpaper or other abrasive methods to insure adhesion of succeeding coats. Where rust, corrosion and deteriorated coating exist, the surfaces should be Power Tool cleaned in accordance

with SSPC-SP3-63 "Power tool Cleaning". The surfaces should be primed within 24 hours with the specified primer.

- D. Glossy surfaces should be dulled by sanding.
- E. To the properly prepared surface prime or spot prime as necessary with the recommended Benjamin Moore/CCC Primer.

5.0 **FINISH SCHEDULE**

A. Caulk and Patching Materials

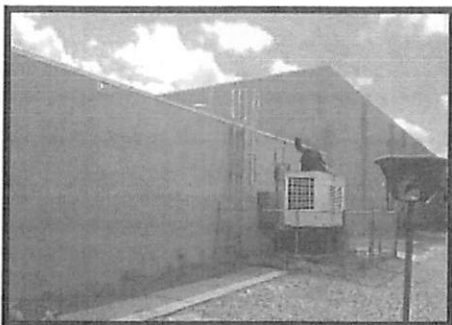
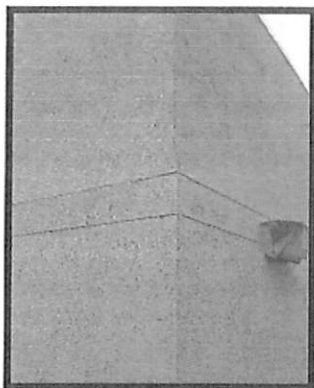
- | | |
|--------------|--------------------------------|
| 1) Caulk | Acrylic Urethane Sealant |
| 2) Sealant | Acrylic Urethane Sealant |
| 3) Patching | Elastomeric Patching Compounds |
| 4) Extenders | Refer to Mfg. Data Pages |

B. Cleaning Agents

- 1) Oil & Grease Emulsifier
- 2) Citrus Cleaner/Degreaser
- 3) TSP
- 4) Household bleach solution to remove mold and mildew
- 5) Oxalic Acid to remove rust stains

C. Approved Products: Benjamin Moore, Coronado Paints, JNSI-X Richards

- 1) Products with Equivalent MPI Certification number will be considered by the city in the review of all paint bids submitted on this project.
- 2) MPI (Master Painter's Institute) :



Benjamin Moore, Coroando, INSL-X, or Richards

6.0 EIFS, Stucco, and (Previously Painted Masonry Surfaces)

		*THEO. SPREAD RATE	THEO. WET FILM THICKNESS	* * THEO. DRY FILM THICKNESS
	<u>Basis of Design:</u>			
6.1	PRIME COAT- Benjamin Moore# 608 Ultra-Spec Masonry Interior/Exterior 100% Acrylic Masonry Sealer (Also, Acceptable-Any Product Certified as MPI #3)	200-400 SF	5.3	0.95
6.2	FINISH COAT - Benjamin Moore# N448 Ultra-Spec EXT Satin Finish (Also, Acceptable- Any Product Certified as MPI #15)	350-450 SF	4.0	1.5
TOTAL SYSTEM DRY FILM THICKNESS:				2.45 MILS

* ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.

** NEW STUCCO WILL REQUIRE TWO COATS OF MASONRY SEALER.



Benjamin Moore, Coroando, INSL-X, or Richards

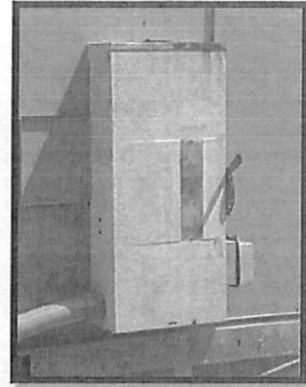
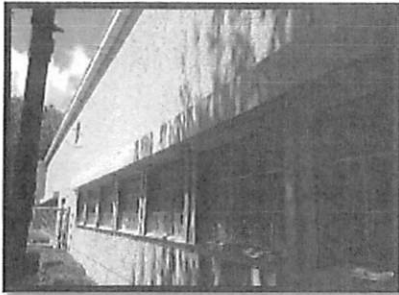
7.0 Gutters, Downspouts, Conduit Pipes (Non-ferrous, Plastic Surfaces)

		*THEO. SPREAD RATE	THEO. WETFILM THICKNESS	** THEO . DRY FILM THICKNESS
	<u>Basis of Design:</u>			
7.1	PRIME COAT - Benjamin Moore#608 Super Spec Masonry Interior/Exterior 100% Acrylic Masonry Sealer (Also, Acceptable-Any Product Certified as MPI #3)	200-400 SF	5.3	0.95
7.2	FINISH COAT- BenjaminMoore# N448 Ultra-Spec EXT Satin Finish (Also, Acceptable-Any Product Certified as MPI #15)	350-450 SF	4.0	1.5

TOTAL SYSTEM DRY FILM THICKNESS:

2.45 MILS

*ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.



Benjamin Moore, Coroando, INSL-X, or Richards

8.0 Solid Utility Doors, Shutter Hoods & Frames, Window/Door Frames, Light Fixtures, Electrical Boxes (Metal Surfaces)

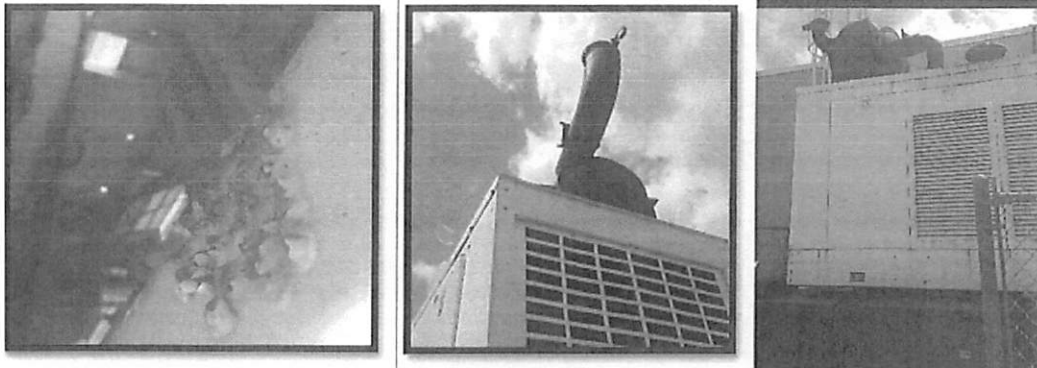
Pre-Primer for Rust on Generator & Rusted Cornerbead

		*THEO. SPREAD RATE	THEO. WET FILM THICKNESS	**THEO. DRY FILM THICKNESS
	<u>Basis of Design:</u>			
8.1	SURFACE PREP - Use Corotech # V610 Citrus Cleaner -Allow to remain on surface for 10 minutes prior to rinsing. De-gloss as needed any surface areas prior to top-coating.			
8.2	PRE-PRIME- COROTECH #V155 100% Solids Epoxy Pre-Prime	1000-1,200 SF	2.0	2.0
8.3	SPOT PRIME-COROTECH # V110 Acrylic Metal Primer	350-450 SF		
8.4	FINISH PAINT- BENJAMIN MOORE# HP25 Ultra-Spec HP DTM Acrylic Low-Lustre Enamel, Two coats (Also, Acceptable-Any Product Certified as MPI #153)	320 SF	5.0	2.3

TOTAL SYSTEM DRYFILM THICKNESS:

4.6 MILS

*ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.



Benjamin Moore, Coroando, INSL-X, or Richards

9.0 Ferrous Metal Surfaces (Steel Generator Stand and Enclosure)

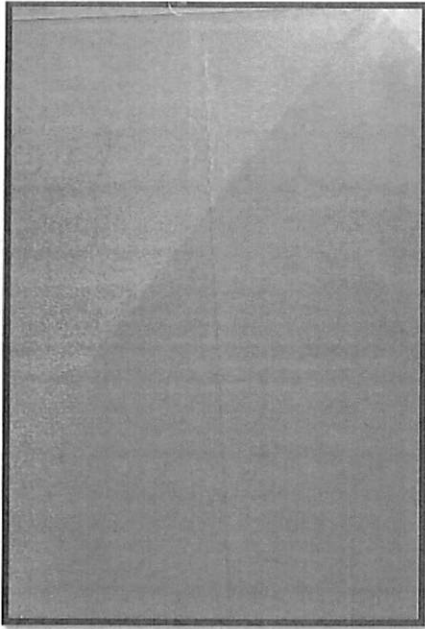
	*THEO. SPREAD	THEO. WET FILM	** THEO. DRY FILM
<u>Basis of Design:</u>	<u>RATE</u>	<u>THICKNESS</u>	<u>THICKNESS</u>
9.1 SURFACE PREP - Use Corotech # V610 Citrus Cleaner - Allow to remain on surface for 10 minutes prior to rinsing. De-gloss as needed any surface areas prior to top-coating. Loose, peeling, blistering and flaking paint and rust shall be removed by hand tool cleaning with wire brush, scraping, or sanding in accordance with <u>SSPC-SP -2 "Hand Tool Cleaning"</u> .			
9.2 SPOT PRIME - BM Corotech V155 100% Solids Epoxy Pre-prime <i>{Spot Prime all heavily rusted areas, Max recoat 3 Days}</i>	1600		2.2
9.3 FULL PRIME - BM Corotech# V400 Polyamide Epoxy Coating <i>{Prime all heavily rusted areas, Max recoat 3 Days}</i>	400 SF	3.2	2.5
9.4 FINISH COAT- BM Corotech (V510) AliphaticAcrylicUrethane-Semi-Gloss	350 SF	4.6	2.8
FINISH (EXHAUST VENT) - BM Corotech (V264) 400 SF Silicone Alkyd High Heat Enamel		4.6	2.0

TOTALSYSTEMDRYFILMTHICKNESS:

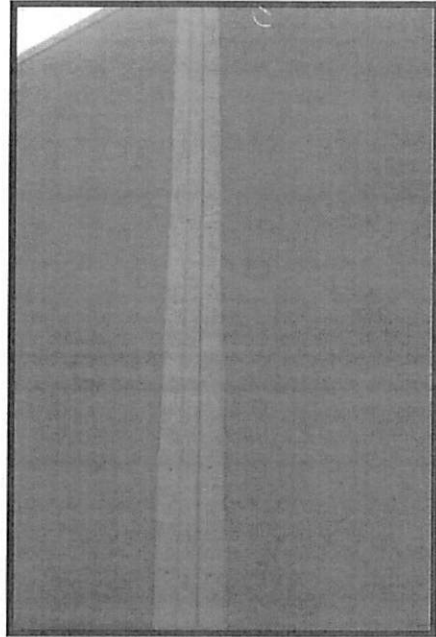
5.3 MILS

Pictures of Expansion Joints

EXISTING



TARGET



Y.M.C.A. Exterior Panting Project
Control Joint/ Expansion Joint Covers
Details and Notes

The base bid **includes** furnishing and installing additional control joints/ expansion joint covers on the one- and two-story wall at the west elevation and the two-story wall on the north elevation.

West Elevation

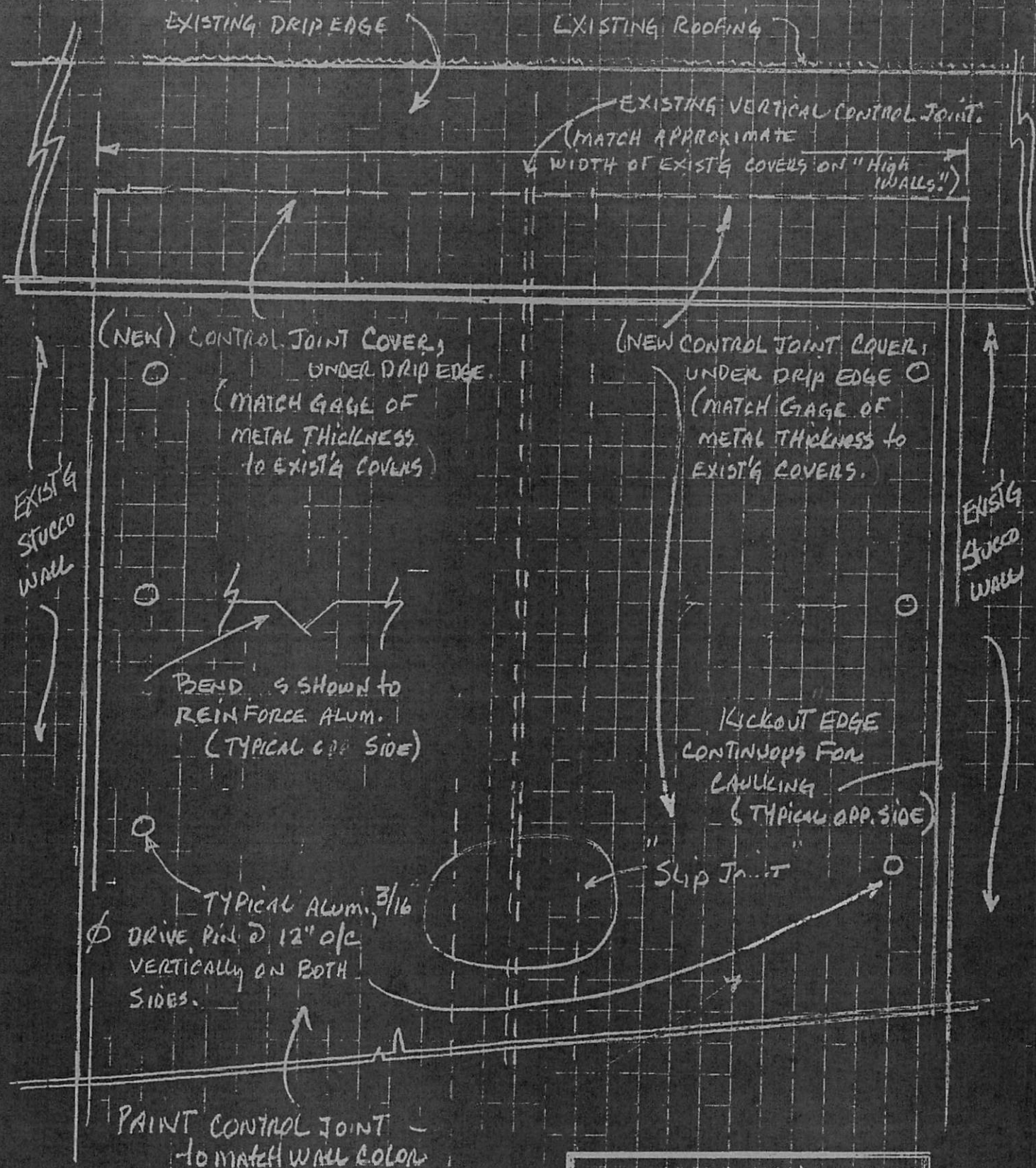
Furnish and install three (3) covers approximately fourteen feet (14'-0") tall, and four (4) covers approximately thirty-six feet (36'-0") tall.

North Elevation

Furnish and install three (3) covers approximately thirty-six feet (36'-0") tall.

1. See attached detail of aluminum control joint covers at west and north elevations, and detail of an existing control joint cover as photographed from the roof.
2. Contractor to "match" the fabrication of the (new) control joint covers, to the existing control joint covers.
3. The successful painting contractor will employ a licensed, specialty stucco contractor to repair the E.F.I.S., and cement stucco as required, prior to refinishing the exterior envelope.

Y.M.C.A. BUILDING



NOTE: "MATCH" EXISTING CONTROL JOINT COVERS ON THE HIGH WALLS ABOVE THE ROOF FOR THE NEW COVERS THAT ARE REQUIRED.

DETAIL OF ALUMINUM CONTROL JOINTS ON WEST AND NORTH ELEVATIONS.
• NO SCALE •

≈ Y.M.C.A. BUILDING. ≈

CONTINUOUS BEAD OF
SEALANT BEHIND EXISTING
SIDE.
(TYPICAL ON SIDE.)

CONTINUOUS BEAD
OF SEALANT.

2" HEADLAP (TYP.)

3/16" DIAMETER ALUMINUM
DRIVE PINS @ 12" O.C.
VERTICALLY, EACH SIDE.

• EXISTING STUCCO
CONTROL/EXPANSION
JOINT COVERS.

• FABRICATE & INSTALL NEW
COVERS FOR CONTROL JOINTS
ON NORTH & WEST WALLS.

• PAINT NEW & EXISTING
COVERS TO MATCH WALL
COLOR.

• NO SCALE.

EXHIBIT “2”

Payment and Performance Bond

Consisting of 4 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Vintage Painting, Inc.
Principal Business Address: 413 Oak Place
Suite 4-I
Port Orange, Florida 32127
Contact Person: Norman Turner, CEO
Phone Number: (386) 760-0611

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$47,434.00 City Project Number: ITB 19-16 YMCA Exterior Painting Project

Description of Work: YMCA Exterior Painting

Project Location: 4701 City Center Parkway, Port Orange, Volusia County, Florida

Legal Description: 4701 City Center Parkway, Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Port Orange YMCA
4701 City Center Parkway, Port Orange, FL 32129

Short Parcel ID:
6308-00-06-0010

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

Vintage Painting, Inc.

ITB 19-16 YMCA Exterior Painting Project

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Vintage Painting, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FORTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$47,434.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for YMCA exterior painting, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

VINTAGE PAINTING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Norman Turner, CEO

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

YMCA EXTERIOR PAINTING PROJECT

ITB #19-16



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: May 7, 2019

Bid Due Date and Time: June 13, 2019 at 2:30 P.M.

City of Port Orange,
Florida 1000 City Center
Circle Port Orange, FL
32129 (386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-16 YMCA EXTERIOR PAINT PROJECT

Notice is hereby given that the City of Port Orange is soliciting bids for YMCA EXTERIOR PAINT PROJECT . Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on June 13, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid and Site Visit Conference for the project at **10:00 A.M.** (local time) on **May 21, 2019** and an Optional Pre-Bid and Site Visit Conference for the project at **10:00 A.M.** (local time) on **May 23, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid Conference will be eligible to submit a bid. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *Painting exterior of the YMCA located at 4701 City Center Pkwy. Port Orange, Florida.* **Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.**

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com.

All questions shall be directed in **writing** to the Purchasing Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #19-16 YMCA EXTERIOR PAINTING PROJECT"** in the subject line. **Last day for questions will be May 30, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

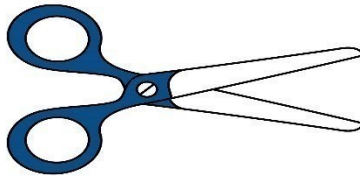
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-16 YMCA EXTERIOR PAINTING PROJECT ."**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **May 7, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #19-16

BID TITLE: YCMA EXTERIOR PAINTING PROJECT

DUE DATE/TIME: June 13, 2019

SUBMITTED BY: (Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of contracting for painting exterior of the YMCA building(s) per this ITB. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution.....May 7, 2019
Mandatory Pre-Bid/Site Visit May 21, 2019 at 10:00 A.M.
Optional Pre-Bid Meeting..... May 23, 2019 at 10:00 A.M.
Deadline for Questions:.....May 30, 2019 by 5:00 P.M.
Final Addendum Posting:.....June 6, 2019 by 5:00 P.M.
Bids Due:June 13, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: David Van Valkenburgh, Purchasing Agent, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors must attend either meeting. All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Proposal Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #19-16 YMCA EXTERIOR PAINTING PROJECT in the subject line." All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129

dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting abide.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active."

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT(ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION and SPECIAL CONDITIONS:

Painting of the exterior of the YMCA building(s) located at 4701 City Center Circle, Port Orange, Florida per scope of work provide within the ITB.

Y.M.C.A. EXTERIOR PAINTING PROJECT OF WORK:

Contractor will be responsible for providing all labor and materials to properly complete the project as described in the bid plan specifications.

Special Conditions

Contractor will be responsible for providing all labor, equipment, materials, supervision and insurances to properly complete the project as described in the specifications, to include matching new colors to the existing colors.

1. Working hours are Monday thru Friday, 7:00 a.m. - 5:00p.m.
2. Spray painting will not be allowed, due to the proximity of automobiles in the parking lot(s) and the amount of people transitioning from the parking lot to the various entry doors to the facility.
3. The successful contractor will insure a (working) foreman will always be on the site during the execution of this contract.
4. This is a non-smoking building. Smoking is not permitted within 25' of any entrance, windows or outdoor air intakes. This includes the roof of the structure where the H.V.A.C. units and roof fans are located.
5. The contractor is responsible for quality take-offs, field measurements and "means and methods", based on existing conditions.
6. The contractor will provide a temporary toilet(s) for the full duration of the job.
7. The contractor will provide a temporary storage facility (i.e. trailer/ storage unit) for materials and equipment storage. No materials or equipment will be allowed to be stored within the existing building(s).
8. There is no interior painting of any kind within the scope of this contract. Painters will not be allowed access to the interior of the building. Limit "use of site" to work on the exterior as indicated in the documents.
9. All debris generated by the work of this contract will be removed from the site on a daily basis. The disposal of all materials will conform to all applicable codes and ordinances and placed in a licensed landfill or similar disposal site. The existing dumpster(s) are for the exclusive use by the Y.M.C.A. and are not to be used by the painting contractor.
10. All work at the site must be coordinated with Paul Pomfret, Director of Facilities for the Y.M.C.A.

11. All correspondence concerning the actual work will be addressed / coordinated with Frank Flagg, Facilities Manager.

12. All correspondence in regard to changes in the contract will be addressed to Susan Lovallo, Parks & Recreation Director, and Bruce Ferguson, Parks Manager.

13. Photographs, drawings and technical specifications are attached as separated documents.

14. Due to the age of the original building, construction of additions, and subsequent modifications, there are no accurate "as-built" drawings. (refer to note #5, page #1 of the "special conditions")

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APPENDIX A

Exterior Re-Paint Specification

7 Year Warranty

The YMCA

City of Port Orange

4701 City Center Pkwy

Port Orange, FL 32129



April 3, 2019

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PURPOSE

This Recommendation is designed to overcome several existing challenges, including:

- An acrylic primer to adhere to the existing non-ferrous metal while providing a great foundation coat to apply our premium finish paint.
- A 100% acrylic exterior finish system formulated to provide excellent durability for maximum protection of the buildings and offers superior hide and coverage
- A rust -preventative enamel providing superior quality color and gloss retention on the doors and metal surfaces as well as excellent resistance to wear and abuse

The proposed materials will either meet or exceed the minimum service requirements when properly applied in accordance with the specifications and the manufacturer's instructions as detailed in the attached Technical Data Bulletin sheets.

Many factors must be taken into consideration such as problem sources, environment, preparation procedures and specific paint systems. All of these must be related to film longevity, integrity and appearance.

The standard Recommendation is a must because it assures the owner of quality materials, compliance of guidelines set forth for individual substrates and each painter is bidding on an equal basis as far as materials are concerned.

WARRANTY & INSPECTIONS

An inspection has been made for the exterior painting of the facilities buildings. This specification has been written for the purposes of achieving a **(7) Seven-year, non-prorated (material) warranty** on the repainting of the building exterior.

The paint manufacturer's Representative will inspect the work in progress to help ensure proper preparation and application of all products to meet the requirements of:

- Benjamin Moore's & Co.
- Coronado Paints
- INSL-X
- Richards Paint



1.0 **SCOPE OF WORK**

The scope of work below is to be followed for the repainting of building exterior stucco, masonry and metal surfaces.

This list is a brief scope of work which includes the major elements of the work but may not be limited to the following:

INCLUSIONS: BASE BID - Complete Building Power Washing, removal & replacement of existing sealants, and EIFS Repair, and complete Repaint of stucco and metal surfaces.

1. Bleach wash all mildew areas to include masonry walls, trim, ceilings, columns, overhangs, drip edge/roof cap/gutters, accents, doors and frames, and where necessary to kill mold and mildew and remove chalking paint.
2. Apply Citrus Degreaser cleaning solution to all solid metal entry doors and frames, and metal surfaces to be painted including shutter hoods and frames and window frames.
3. Completely pressure clean all exterior surfaces to be painted. This includes exterior body stucco walls, ceilings, trim, gutters/downspouts, window frames, generator enclosure, soffit, solid metal doors, shutter hoods and frames, and hydrants and miscellaneous metal balustrade posts.
4. Patch and seal all cracks or imperfections in stucco/EIFS.
5. Sand to remove any loose coatings/rust and de-gloss all previously coated steel and other metal surfaces to be painted (Hand tool cleaning SSPC-SP 2), including solid metal doors and frames, and shutter hoods and frames. (**Actual Shutters to be cleaned not painted*)
6. Hand tool scrape & sand to remove delaminated coating from solid unit/ utility doors and tack cloth/solvent wipe dust from surfaces to be painted.
7. Spot treat/prime any rusted fasteners, rusted cornerbead, oxidized/peeling non-ferrous metal on generator with 100% Solids Epoxy Pre-prime (V155).
8. Apply Sealer/Surface Conditioner to all exterior previously painted EIFS/stucco including any other repair/new surfaces to be painted.
9. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
10. Remove failed caulk/ sealants/ and re-caulk anywhere the stucco meets windows, doorframes, and 90° angles where necessary. This may be done with any approved Urethane Acrylic or elastomeric sealants.
11. Finish paint exterior stucco, EIFS walls, trim, ceilings, and columns with 100% Acrylic Exterior paint (Gloss Level 3-4)
12. Paint all previously painted utility solid doors and frames, window frames, and shutter hoods and frames with Acrylic Semi-gloss DTM.
13. Paint previously painted mullions/ vents, exhaust vents, electrical conduit and boxes with Acrylic DTM.

SCOPE: Add-on Alternate Bid #1- Bronze Window Frames

1. Preparation of surfaces in accordance with steps #1 and #4 listed in BASE BID INCLUSIONS above.



2. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
3. Finish Paint the metal bronze window frames with Acrylic DTM.

SCOPE: Add-on Alternate #2 - Steel Generator Enclosure / Fuel Tank



1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID INCLUSIONS above.
2. Spot pre-prime application of 100% Solids Epoxy Pre-prime to all heavily corrosive areas (ferrous & non-ferrous).
3. Prime with Polyamide Epoxy coating the entire metal enclosure, steel tank, and exhaust fan.
4. Finish Paint generator enclosure and black pedestal with Alkyd Urethane Enamel, two coats.
5. Finish Paint generator exhaust vent with High-Heat Alkyd enamel, two coats.

INCLUSIONS: Add-on Alternate Bid#3- Rehab Storefront Entry Doors and Light Fixtures (Metal frames, Ferrous/Non-ferrous Metal and Plastic/Pot Metal Lights



1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID INCLUSIONS above.
2. Spot Prime solid metal doors, shutter hoods and frames with specified Acrylic Metal Primer
3. Finish Paint the metal bronze window frames with Acrylic DTM.

INCLUSIONS: Alternate Add-on Bid #4 - Hydrant & Misc. Metal (Ferrous/Non-Ferrous Metal)



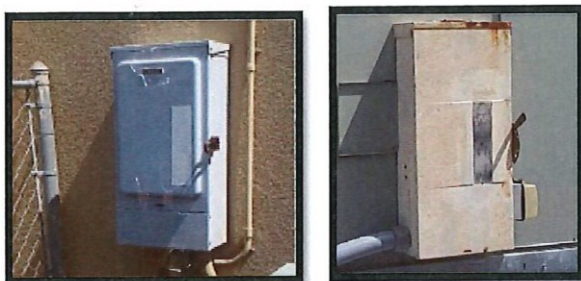
1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Apply 100% Solids Epoxy Pre-prime to spot prime heavily corroded areas (ferrous & non-ferrous).
3. Finish Paint all metal surfaces with Alkyd Urethane enamel coating listed in finish schedule.

INCLUSIONS: Alternate Add-on Bid #5 - Painting of Gutters (Ferrous or Non-Ferrous Metal)



1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Spot Prime gutter and downspouts with specified Acrylic Metal Primer
3. Finish Paint metal gutters and downspouts with 100% Acrylic Body Paint. (Gloss Level 3-4)

INCLUSIONS: Alternate Add-on Bid #6- Painting of All Electrical Boxes (Ferrous Metal)



The YMCA - Port Orange, FL

1. Preparation of surfaces in accordance with steps #1 and #7 listed in BASE BID above.
2. Prime metal Electrical switch boxes Acrylic Metal Primer
3. Finish Paint the metal Electrical boxes with Acrylic DTM, color to match adjacent.

EXCLUSIONS

1. All previously unpainted surfaces other than specified
2. Walkways
3. Exterior mounted signs (Will be removed by owner prior to painting)
4. Roof cap/drip edge, stainless scuppers, Metal Roofs
5. Exterior fencing and pool shed building

[Remainder of this page left intentionally blank]

TERMS AND CONDITIONS (unless this project is completed by property manager or owner)

A. EXTRAS & CHANGES

1. It is anticipated that the aforementioned work shall be inclusive and that there will not be extras or changes. The need for extra work and changes in the specifications will be the sole responsibility and determination of the Owner and will be submitted as a written work order to the Painting Contractor. No extra work will be done or changes made in the work as specified without a written work order from the Owner.

B. LICENSE AND PERMITS

1. The Painting Contractor shall include with your proposal a copy of any valid Occupational and Professional Licenses necessary to operate in the State of Florida, the County and the City where the project is located. Further the Painting Contractor is responsible for obtaining all necessary permits as required by the State of Florida, the County and the City where the project is located.

C. INSURANCE

1. The Painting Contractor will be required to furnish suitable insurance certificates covering liability and property damage, Worker's Compensation coverage and they shall be kept in force during the course of the work. The Painting Contractor shall hold the Owner(s) harmless from all liens or damages arising from or caused by the work. Please include documentation of all such coverage or show the ability to obtain such coverage.

D. SAFETY RELATED PRECAUTIONS

1. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

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2.0 GENERAL ITEMS

A. QUALITY ASSURANCE

1. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.
2. All work is to be done in a competent manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.
3. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.
4. The Painting Contractor will not sub-contract any of their work.
5. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.
6. All materials shall be applied uniformly.
7. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupant and common property including all balconies, screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage.
8. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

B. LIASION

1. The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from residents of the owners Property or from the Painting Contractor's employees.

C. INSPECTION

1. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner or the

Owner's Representative together walk the project and make a list of all existing damage. This list should contain the names and/or numbers of any units showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.

2. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work. The Painting Contractor shall bear all expenses associated with tests, inspections and approvals required which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Inspections conducted the Benjamin Moore & Company representative does not dismiss the Painting Contractor of responsibility for the prescribed preparation and application of specified products.
3. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the Benjamin Moore Representative or owner for failing to comply with the Specification Documents whether observed prior to the commencement of the warranty period or during the warranty period. Benjamin Moore & Company accepts no responsibility for any increase in cost due to the any unforeseen or undiscovered condition that may arise.

D. RELEASE OF LIEN AND WARRANTY CERTIFICATE

1. The successful completion of the project, while meeting all the necessary requirements to satisfy the issuance of a warranty, must be approved by an authorized dealer Representative of the store selling all the materials for said project, a Representative of the Paint Manufacturer and the Owner or the Owner's Representative.
2. All monies owed to all suppliers selling any materials for said project must be paid in full and the Painting Contractor must furnish a Final Release of Lien from all suppliers that have filed Notice to Owners against any and all properties covered in these Specifications.
3. After above criteria has been met the warranty will be issued and final payment to the Painting Contractor will be made.

E. PAINTING COMPANY'S LIMITED WARRANTY

1. The seven **(7) year** exterior only warranty will apply only on the condition that the procedures stated and required in the Paint Manufacturers' Warranty are followed.
2. In order to control and properly document the required material usage, all materials must be purchased from a single Paint Dealer. This dealer must be determined and agreed upon prior to the commencement of the work.

3.0 **PRODUCTS**

A. **MATERIALS**

1. Bids are to be based solely on coatings manufactured by the following paint manufacturers or as otherwise noted or specified and as approved by the owner:
 - a. Benjamin Moore
 - b. Coronado Paints
 - c. **INSL-X**
 - d. Richards Paint
2. Colors are to be those as approved by the Owner(s). A duplicate color chip schedule will be supplied to the Painting Contractor.
3. Colors will be selected from a standard Color System, unless otherwise specified. *New colors will match all existing colors for bidding purposes.*
4. Color schedules shall be furnished to the painting contractor at the earliest possible time and/or prior to the application of prime coats.
5. Pigmented prime coats may be tinted to approximate shade of the final coat; some contrast is required.
6. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.
7. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.
8. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.
9. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.
10. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

4.0 EXECUTION

A. ACCESS

1. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit adequate access to the areas to be painted.
2. The Owner agrees to notify all occupants of the property to remove any personal items, patio furniture and vehicles as necessary to permit the Painting Contractor to proceed without delay.
3. The Painting Contractor must give prior notice to commencement of work in their area in order to have all crafts or objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.
4. The Painting Contractor must be allowed easy access to all locked areas that have been included to be painted.

B. STAGING AREA

1. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the painting contractor and shall be left in a clean, safe and acceptable manner.

C. REMOVAL

1. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters contaminated rags and trash shall be removed.
2. The paint contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work.
3. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

D. PREPARATION OF THE SURFACES

1. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.
2. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If, for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.

3. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owners of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owners have instructed them to proceed under the current conditions.
4. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.
5. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

E. MOLD AND MILDEW REMOVAL

1. If any mold or mildew is apparent the Painting Contractor must provide a sanitized surface free of mold and mildew spores prior to applying any coating to any surface. Should there be a question of chlorinating any surface the inspector's decision will be final.
2. **NOTE: USE RUBBER GLOVES, PROTECTIVE GOGGLES AND PROTECTIVE CLOTHING.** Using a garden type of pressure pot and spray wand, saturate the surface with a diluted solution of chlorine or bleach consisting of one volume of bleach or chlorine to three times volumes of water. To be effective this solution must remain wet on surface for a period of 15 minutes. As some solutions of chlorine and bleach are already diluted tests should be done to verify that the above-recommended solution will be strong enough to remove any mold and mildew present. If not the solution should be increased or decreased as to properly remove all mold and mildew.
3. The solution must then be washed off with clean water. A water pressure cleaner can be used. If washing off wood surfaces or roofs care must be taken not to damage the surface or create leaks especially on roofs and windows.
4. Repeat as necessary where needed. Sometimes the staining caused by mold and mildew contamination cannot be removed even after multiple applications of the removal solution. These surfaces if needed can be coated with a stain killing type of primer to prevent bleed through. This primer must be applied after the primers that are specified below for each type of surface.
5. The possibility of plant damage must be considered. If the mold and mildew removing solution run-off cannot be controlled or directed from vegetation, then it must be diluted with enough fresh water to render it harmless or another method of mold and mildew removal must be utilized.

F. DELAMINATING COATINGS

1. Surfaces to be painted shall be made free of loose and delaminating coatings by the Paint Contractor. Delaminating that occurs as a result of insufficient preparation will be the sole responsibility of the Painting Contractor.

2. Expansion joints must have all peeling paint removed with power washing or hand scraping.
3. Smooth surfaces
4. Doors shall be Hand or Power Tool Cleaned to remove loose coatings without damage to the surface.
5. Prime or seal surface with the specified materials
6. Taper edges of remaining coatings to a smooth transition between levels using the specified patching materials.
7. Prime patching material with the specified material.
8. Surfaces that cannot be properly prepared without damage to the surface shall be brought to the attention of the Owner or their agent immediately upon discovery. These surfaces will be noted and withheld from the warrantee areas.

G. EXTERIOR SUBSTRATE PREPARATION

Approximately 90% of all paint failures can be directly attributed to improper surface preparation. Strictly following all surface preparation instructions on all surfaces is essential to achieve maximum benefits of the coatings to be used. Although inspections are conducted on a regular basis, it is the painting contractor's ultimate responsibility to assure that all surface to be painted are properly and completely prepared prior to application of any and all coatings.

1. STUCCO SIDING TRIM AND ACCENTS

A. Preparation

1. Any mold and mildew must be removed as described in the section titled MOLD AND MILDEW REMOVAL.

B. Cleaning

1. Pressure clean all cementitious/masonry surfaces with pressure washing equipment of no more than 2,500 P.S.I. being sufficient enough to remove as much existing deteriorating coating as possible. It is recommended to use a Fan nozzle on the pressure cleaner to facilitate cleaning of the surface without damaging the substrate. All stucco surfaces must be free of dirt, grease, oil and chalk. All surfaces are to dry thoroughly. If necessary, repeat procedure.
2. Rust stains must be thoroughly removed. After wetting the surface with water, apply a solution of 2% oxalic acid or appropriate oxalic acid compound in water. It is important to observe the precautions listed on the container or these compounds for safe handling and storage. Wash with sponge and scrub brush until stain is removed, then rinse with clean water. Where rust staining was evident spot prime areas with one coat of **Acrylic Metal Primer**. Apply two coats if necessary.

C. Surface Sealer

1. After proper surface preparation, prime the entire exterior surface with one coat of the Benjamin Moore recommended masonry conditioner according to the manufacturer's label instructions.
2. Certain colors may require a pigmented sealer.
3. Contractor is responsible for testing sealer coverage. The Painting Contractor may choose to use a pigmented or clear sealer.

D. Joint Sealant

1. All loose or deteriorated perimeter sealant between but ends of siding board, around exterior side of doors and windows is to be removed.
2. Apply surface sealer to masonry board surfaces, along the entire joint to receive sealant.
3. Apply a solvent wipe to metal surfaces, along the entire joint to receive sealant. Do not contaminate adjacent substrate with solvent.
4. Apply sealant to full perimeter of door frames and windows to form a complete seal between metal and stucco. Tool the application of sealant in a manner to insure proper adhesion.

E. Finish Coats

1. After all cracks and patches repairs have fully cured, apply recommended products at a rate of application as stated on the label directions and to achieve uniformity of sheen and opacity of color.

NOTE: Due to the texture and porosity of the substrates to be coated if spray application is used it is necessary to back roll / brush immediately in order to work material into the porous surfaces.

2. EXTERIOR PREVIOUSLY PAINTED FERROUS METAL SURFACES

- A. Surfaces to be painted shall be cleaned with an appropriate solvent or detergent solution to remove all traces of dirt, dust, grime, and oily residues prior to application of the specified coatings in accordance with SSPC-SPI-63 "Solvent Cleaning".
- B. Surfaces that exhibit moderate to heavy chalk must be cleaned by power wash. Any mold and mildew must be removed as described in the section titled MOLD AND MILDEW REMOVAL.
- C. Loose, peeling, blistering and flaking paint and rust shall be removed by hand tool cleaning with wire brush, scraping, or sanding in accordance with SSPC-SP-2 "Hand Tool Cleaning". Surfaces with a hard-shiny finish should be dulled by sandpaper or other abrasive methods to insure adhesion of succeeding coats. Where rust, corrosion and deteriorated coating exist, the surfaces should be Power Tool cleaned in accordance

with SSPC-SP3-63 "Power tool Cleaning". The surfaces should be primed within 24 hours with the specified primer.

- D. Glossy surfaces should be dulled by sanding.
- E. To the properly prepared surface prime or spot prime as necessary with the recommended Benjamin Moore/CCC Primer.

5.0 **FINISH SCHEDULE**

A. Caulk and Patching Materials

- | | |
|--------------|--------------------------------|
| 1) Caulk | Acrylic Urethane Sealant |
| 2) Sealant | Acrylic Urethane Sealant |
| 3) Patching | Elastomeric Patching Compounds |
| 4) Extenders | Refer to Mfg. Data Pages |

B. Cleaning Agents

- 1) Oil & Grease Emulsifier
- 2) Citrus Cleaner/Degreaser
- 3) TSP
- 4) Household bleach solution to remove mold and mildew
- 5) Oxalic Acid to remove rust stains

C. Approved Products: Benjamin Moore, Coronado Paints, JNSL-X, Richards

- 1) Products with Equivalent MPI Certification number will be considered by the city in the review of all paint bids submitted on this project.
- 2) MPI (Master Painter's Institute) :



Benjamin Moore, Coroando, INSL-X, or Richards

6.0 EIFS, Stucco, and (Previously Painted Masonry Surfaces)

		<u>*THEO. SPREAD RATE</u>	<u>THEO. WET FILM THICKNESS</u>	<u>** THEO. DRY FILM THICKNESS</u>
	<u>Basis of Design:</u>			
6.1	PRIME COAT- Benjamin Moore# 608 Ultra-Spec Masonry Interior/Exterior 100% Acrylic Masonry Sealer (Also, Acceptable-Any Product Certified as MPI #3)	200-400 SF	5.3	0.95
6.2	FINISH COAT - Benjamin Moore# N448 Ultra-Spec EXT Satin Finish (Also, Acceptable- Any Product Certified as MPI #15)	350-450 SF	4.0	1.5
TOTAL SYSTEM DRY FILM THICKNESS:				2.45 MILS

* ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.

** NEW STUCCO WILL REQUIRE TWO COATS OF MASONRY SEALER.



Benjamin Moore, Coroando, INSL-X, or Richards

7.0 Gutters, Downspouts, Conduit Pipes (Non-ferrous, Plastic Surfaces)

		*THEO. SPREAD <u>RATE</u>	THEO. WETFILM <u>THICKNESS</u>	** THEO . DRY FILM <u>THICKNESS</u>
	<u>Basis of Design:</u>			
7.1	PRIME COAT - Benjamin Moore#608 Super Spec Masonry Interior/Exterior 100% Acrylic Masonry Sealer (Also, Acceptable-Any Product Certified as MPI #3)	200-400 SF	5.3	0.95
7.2	FINISH COAT- BenjaminMoore# N448 Ultra-Spec EXT Satin Finish (Also, Acceptable-Any Product Certified as MPI #15)	350-450 SF	4.0	1.5

TOTAL SYSTEM DRYFILM THICKNESS: 2.45 MILS

*ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.



Benjamin Moore, Coroando, INSL-X, or Richards

8.0 Solid Utility Doors, Shutter Hoods & Frames, Window/Door Frames, Light Fixtures, Electrical Boxes (Metal Surfaces)

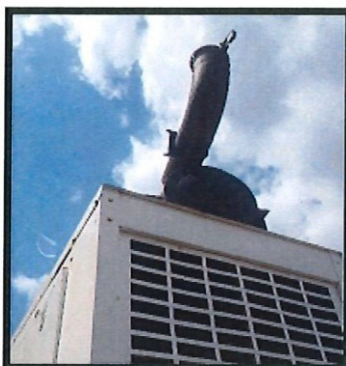
Pre-Primer for Rust on Generator & Rusted Cornerbead

		<u>*THEO. SPREAD RATE</u>	<u>THEO. WET FILM THICKNESS</u>	<u>**THEO. DRY FILM THICKNESS</u>
<u>Basis of Design:</u>				
8.1	SURFACE PREP - Use Corotech # V610 Citrus Cleaner -Allow to remain on surface for 10 minutes prior to rinsing. De-gloss as needed any surface areas prior to top-coating.			
8.2	PRE-PRIME- COROTECH #V155 100% Solids Epoxy Pre-Prime	1000-1,200 SF	2.0	2.0
8.3	SPOT PRIME-COROTECH # V110 Acrylic Metal Primer	350-450 SF		
8.4	FINISH PAINT- BENJAMIN MOORE# HP25 Ultra-Spec HP DTM Acrylic Low-Lustre Enamel, Two coats (Also, Acceptable-Any Product Certified as MPI #153)	320 SF	5.0	2.3

TOTAL SYSTEM DRYFILM THICKNESS:

4.6 MILS

*ALLOW FOR APPLICATION, SURFACE TEXTURE AND POROSITY LOSSES.



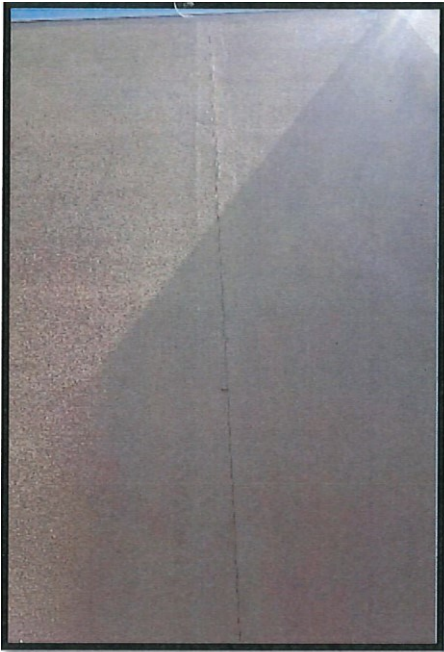
Benjamin Moore, Coroando, INSL-X, or Richards

9.0 Ferrous Metal Surfaces (Steel Generator Stand and Enclosure)

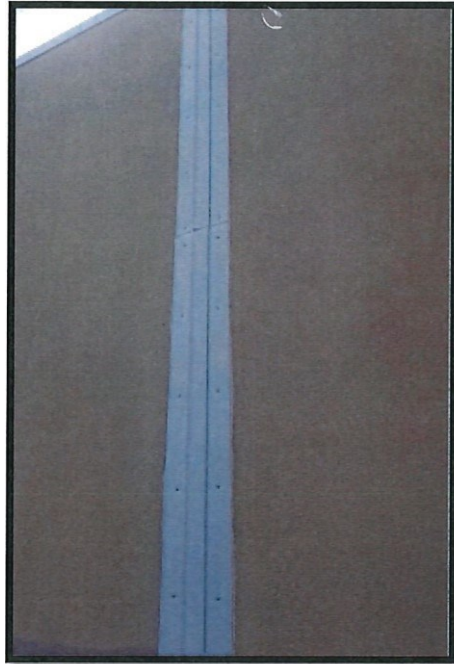
		*THEO. SPREAD	THEO. WET FILM	** THEO. DRY FILM
	<u>Basis of Design:</u>	<u>RATE</u>	<u>THICKNESS</u>	<u>THICKNESS</u>
9.1	SURFACE PREP - Use Corotech # V610 Citrus Cleaner - Allow to remain on surface for 10 minutes prior to rinsing. De-gloss as needed any surface areas prior to top-coating. Loose, peeling, blistering and flaking paint and rust shall be removed by hand tool cleaning with wire brush, scraping, or sanding in accordance with <u>SSPC-SP -2 "Hand Tool Cleaning"</u> .			
9.2	SPOT PRIME - BM Corotech V155 100% Solids Epoxy Pre-prime <i>{Spot Prime all heavily rusted areas, Max recoat 3 Days}</i>	1600		2 . 2
9.3	FULL PRIME - BM Corotech# V400 Polyamide Epoxy Coating <i>{Prime all heavily rusted areas, Max recoat 3 Days}</i>	400 SF	3.2	2 . 5
9.4	FINISH COAT- BM Corotech (V510) AliphaticAcrylicUrethane-Semi-Gloss	350 SF	4.6	2 . 8
	FINISH (EXHAUST VENT) - BM Corotech (V264) 400 SF Silicone Alkyd High Heat Enamel		4.6	2.0
TOTALSYSTEMDRYFILMTHICKNESS:				5.3 MILS

Pictures of Expansion Joints

EXISTING



TARGET



Y.M.C.A. Exterior Painting Project
Control Joint/ Expansion Joint Covers
Details and Notes

The base bid **includes** furnishing and installing additional control joints/ expansion joint covers on the one- and two-story wall at the west elevation and the two-story wall on the north elevation.

West Elevation

Furnish and install three (3) covers approximately fourteen feet (14'-0") tall, and four (4) covers approximately thirty-six feet (36'-0") tall.

North Elevation

Furnish and install three (3) covers approximately thirty-six feet (36'-0") tall.

1. See attached detail of aluminum control joint covers at west and north elevations, and detail of an existing control joint cover as photographed from the roof.
2. Contractor to "match" the fabrication of the (new) control joint covers, to the existing control joint covers.
3. The successful painting contractor will employ a licensed, specialty stucco contractor to repair the E.F.I.S., and cement stucco as required, prior to refinishing the exterior envelope.

Y.M.C.A. BUILDING

EXISTING DRIP EDGE

EXISTING ROOFING

EXISTING VERTICAL CONTROL JOINT.

(MATCH APPROXIMATE

WIDTH OF EXIST'G COVERS ON "HIGH WALLS.")

(NEW) CONTROL JOINT COVER,
UNDER DRIP EDGE.

(MATCH GAGE OF
METAL THICKNESS
TO EXIST'G COVERS)

(NEW CONTROL JOINT COVER,
UNDER DRIP EDGE

(MATCH GAGE OF
METAL THICKNESS TO
EXIST'G COVERS.)

EXIST'G
STUCCO
WALL

EXIST'G
STUCCO
WALL

BEND S SHOWN TO
REINFORCE ALUM.
(TYPICAL OPP. SIDE)

KICKOUT EDGE
CONTINUOUS FOR
CAULKING
(TYPICAL OPP. SIDE)

TYPICAL ALUM. $\frac{3}{16}$ "
DRIVE PIN @ 12" O/C
VERTICALLY ON BOTH
SIDES.

"Slip Joint"

PAINT CONTROL JOINT
TO MATCH WALL COLOR

NOTE: "MATCH" EXISTING CONTROL JOINT
COVERS ON THE HIGH WALLS ABOVE THE
ROOF FOR THE NEW COVERS THAT ARE REQ'D.

DETAIL OF ALUMINUM
CONTROL JOINTS - WEST
AND NORTH ELEVATIONS.

• NO SCALE •

≈ Y.M.C.A. BUILDING. ≈

CONTINUOUS BEAD OF
SEALANT BEHIND EACH
SIDE.
(TYPICAL OPP. SIDE.)

CONTINUOUS BEAD
OF SEALANT.

2" HEADLAP (TYP.)

3/16" DIAMETER ALUMINUM
DRIVE PINS @ 12" O.C.,
VERTICALLY, EACH SIDE.

• EXISTING STUCCO
CONTROL/EXPANSION
JOINT COVERING.

• FABRICATE & INSTALL NEW
COVERS FOR CONTROL JOINTS
@ NORTH & WEST WALLS.

• PAINT NEW & EXIST'G
COVERS TO MATCH WALL
COLOR.

• NO SCALE.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the

- purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the

- commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process

without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all

products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery, and prior to the closeout of the project.

29. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances

- relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. E-VERIFY

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. FACILITIES

The City reserves the right to inspect the Vendor's facilities at any time.

39. FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) **Competitive Bids**

- (1) **Port Orange Business:** In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) **Volusia County business:** In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) **Florida Business:** In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) **Tied Bid Preference:** In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business

within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services,

Division of Purchasing has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager has determined a pre-bid mandatory conference is required and the provided the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit will be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is mandatory. Only Vendors attending the mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations

made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, §8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise

specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic

delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. SUBCONTRACTING

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. TERM CONTRACTS

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bids specifications.

103. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1,5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

Contractor is required to submit pay requests for Labor, Materials, and stored Materials every Thirty (30) days -Therefore, a total of ± Four (4) pay applications.

The term of the contract shall be from the notice to proceed. Substantial completion will be one hundred ten days (110) and thirty (30) calendar days for final completion.

No subcontractor is allowed with written approval from the City of Port Orange.

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

AWARD:

The City Council is seeking a vendor for the award that is LOWEST, RESPONSIVE, REPOSNSIBLE BIDDER.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8 – Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# _____ Date: _____ Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____, as _____ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vicepresident).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or tradename?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

This document must be completed and returned with your Submittal

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of
_____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not alternate subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 Plaster

Name: _____

Description of Work: Repair the existing E.F.I.S (Expanded Insulating System with Synthetic Stucco)

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Additional Information/Comments: _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESSNAME: _____

CONTACT PERSON/TITLE: _____

MAILINGADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of

Florida FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other(Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

This document must be completed and returned with your Submittal

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20_____
My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages. Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
	<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

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

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. **Inspection.**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Vintage Painting Inc
Name of Business

Ralston Carr
Authorized Signature

6/12/19
Date

This document must be completed and returned with your Submittal

FORM 7.2 ~ VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Vintage Painting Inc
NAME OF BUSINESS

P.O. Box 291085
MAILING ADDRESS

Ralston Carey
AUTHORIZED SIGNATURE

Port Orange, FL 32129
CITY, STATE & ZIP CODE

Ralston Carey, VP
NAME, TITLE, TYPED

386-760-0611
TELEPHONE NUMBER / FAX NUMBER

59-2953507
FEDERAL IDENTIFICATION #

RaleighC@VintagePaintinginc.com
E-MAIL ADDRESS

STATE OF FL COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 12th June 2019 by Ralston Carey, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Theresa A Carrigan
Notary Public

This document must be completed and returned with your Submittal



THERESA A CARRIGAN
Commission # GG 197816
Expires March 19, 2022
Bonded Thru Budget Notary Services

FORM 7.3 -- ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 5/8/19 Addendum# _____ Date: _____
Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Vintage Painting Inc
Name of Business

By: Ralston Carey
Printed Name: Ralston Carey
Title: VP

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12th day of June, 2019 by
Ralston Carey as VP
(NAME) (TITLE)
Vintage Painting, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Theresa Carrigan
Notary Public, State of FL
Printed, typed or stamped name, commission and expiration:

THERESA A CARRIGAN
Commission # GG 197816
Expires March 19, 2022
Bonded Thru Budget Notary Service

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the 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 (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Vintage Painting Inc
Name of Business

By: Ralston Carey
Printed Name: Ralston Carey
Title: VP

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12th day of June, 2019, by
Ralston Carey (NAME), as Vice President (TITLE) of
Vintage Painting Inc (NAME OF ORGANIZATION) and who: is personally known.

Theresa Carrigan



THERESA A CARRIGAN
Commission # GG 197816
Expires March 19, 2022
Bonded Thru Budget Notary Service

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Vintage Painting, Inc.

SIGNED BY: Raiston Carey
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Raiston Carey

TITLE: VP

ADDRESS: P.O. Box 290185

CITY: PO STATE: FL ZIP CODE: 32129

TELEPHONE: 386-760-0611 - FAX 386-760-7934

COMPLETION TIME: Substantial 90 Days

F.E.I.N. NUMBER: 59-2953507

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Phone # _____

710-0611

760-0661

DOI: 10.1002/for

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FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. ✓ Vintage Painting Inc
- B. Permanent main office address. ✓ 413 Oak Place #41, Port Orange, FL 32127
- C. Date organized. ✓ 1989
- D. If a corporation, where incorporated. ✓ State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or tradename? 30 yrs
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached ✓
- G. General character of work performed by your company. Painting / wall covering
- H. ⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? — NO
- H. ⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment currently owned or leased. Spayers/Compressors/Texture Pumps
Scaffolding.
- L. Experience in work similar to this type of project. ✓ See attached ✓
- M. Background and experience of the principal members of your organization, including the officers. See attached
- N. Credit currently available: \$ 250,000 - See attached
- O. Give bank reference: See attached ✓
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

This document must be completed and returned with your Submittal

Vintage Painting Incorporated

(386) 760-0611
(919) 828-4511

P.O. Box 290185, Port Orange Florida 32129
1325-110 Kirkland Rd., Raleigh NC

FAX (386)760-7934
FAX (919) 828-4559

CREDIT INFORMATION

Business Type: - "S" Corporation

Business Information:

Commercial Painting
FEID: 59-2953507

Number of Employees : 30 FT /20 PT
State of incorporation: FL Since: 1989
DUNS# 60-951-4047

Physical Address: 413 Oak Place #4I, Port Orange, FL 32127

Trade References:

<i>Company</i>	<i>Account #</i>	<i>Phone #</i>
Sherwin Williams	6629-85-5-1	386-252-7664
PPG	303859110000	386-673-4041
City of Port Orange- Frank Flagg		386-547-0852

Bank Information:

<i>Bank :</i>	Suntrust Bank 4900 S Clyde Morris Blvd Port Orange, FL 32129	<i>Account#</i> 0545062901993
<i>Contact:</i>	Kimberly Dillon	<i>Phone #</i> 386-451-1506

[illegible]

Vintage Painting Inc, Major Projects Completed

Project Name	Location	Owner	Architect/ Engineer	General Contractor	Contact/ Phone #	Contract Amount	Completion Date
Mayo Clinic	Jacksonville, FL	Mayo Clinic		Balfour Beatty	Tom Madre 843-200-2067	\$2,185,734.00	2013
Jay Peak Hotel 2 & Water Park	Jay Vermont	Peak Hotel LLC		Dew Construction	Jerry Davis 802-872-7678	\$1,162,088.00	2014
Lofts of Siegel Point	707 Seigle Ave Charlotte, NC	The Lofts LLC/Horizon Development Properties, Inc	Cline Design Associates, PA	Lendlease	Dave Reeves - (704) 357-1919	\$1,455,415.00	2015
Q Burke Resort Hotel	2433 Mountain Rd East Burke Vt	Q Burke Mountain Resort, LLC	Gardner Kiboyne Architects	Peak CM LLC	Amie Hammer - (602) 989-1092	\$809,475.00	2016
Hertz World Head Quarters	Astero FL	Herz		Turner	Stan Roland - (407) 210-2500	\$653,000.00	2016
Duke Clinical Lab	2351 Erwin Rd Durham, NC	Duke Medicine	RND Architects	Skanska	Greg Cooper - (919) 941-7900	\$173,544.00	2017
Seven Waters	19650 Hwy 441 Mt. Dora FL	Universal Health Services		Turner	Garu Chadeayne 407-210-2500	\$229,385.00	2017
Marriott Crystal Shores	600 S Collier Marco Island, FL	600 S Collier LLC	Coleman Partners	Austin Commercial	Joe Jones 407- 459-1345	\$1,454,554.00	2018
Volcano Bay Universal	7297 Turkey Lake Road, Orlando FL	Universal Studios Orlando	Morris	Austin Commercial	Bobby Teriaco 407-459-1345	\$635,118.00	2018
Volvo Plant Mtg Facility	3290 Volvo Cars Dr. Ridgeville, SC	Volvo Cars US Operations	Albert Kahn Associates	WG Yates	Alex Teagor 228-386-4363	\$834,996.00	2018
Cypress of Raleigh	Raleigh NC	Cypress of Raleigh LLC		Lechase Construction	Kathryn Payne 919-930-7744	\$415,570.00	2018
Manatee Memorial Emergency Department	206 Second St East Bradenton, FL	Universal Health Services		Turner Construction	Greg Walker 786-621-9066	\$92,539.00	2018
Daytona Solutions	Daytona Beach FL	B Braun Medical	Jacobs Engineering	Gilbane	David Norsat 904-521-8897	\$857,316.00	2019

Project Name	Location	Owner	Contract Amount	Completion Date
YMCA DELAND	DELAND FL		\$3,219.00	2018
YMCA EDGEWATER	EDGEWATER FL		\$9,999.00	2016
PO PAVILLION	PORT ORANGE FL	CITY OF PORT ORANGE	\$19,182.00	2017
CAMBRIDGE PUMP STATION	PORT ORANGE FL	CITY OF PORT ORANGE	\$19,330.00	2018
FIRE STATION #73 INTERIOR	PORT ORANGE FL	CITY OF PORT ORANGE	\$18,160.00	2018
FIRE STATION #73 EXTERIOR	PORT ORANGE FL	CITY OF PORT ORANGE	\$14,039.00	2018
PW FACILITY	PORT ORANGE FL	CITY OF PORT ORANGE	\$8,305.00	2018

Norman Turner
Owner and CEO
Vintage Painting, Inc.

Objective: Provide quality services, on schedule, within budget

Has owned and acted as CEO of Vintage Painting, Inc. for 25 years, and has over 40 years experience in the industry. Over the years, Norman has built a strong team, as well as excellent relationships with contractors, owners and vendors.

While building Vintage Painting, Norman has acted as project manager on such projects as:

Jay Peak Resort Hotels II & Water Park

Reunion Grande Hotel & Ballroom

Q. Burke Resort Hotel

Universal Studios City Walk & Island of Adventures

Portofino Hotel

Vintage maintains facilities operating as a large commercial contractor in Florida and North Carolina. With the capability to work virtually anywhere in the United States; for example: Vermont, Missouri, New Mexico, Mississippi, Georgia, South Carolina, Virginia, West Virginia and Kentucky.

Along with the hospitality industry, Vintage Painting has extensive experience within the medical, theme park, school, and high rise condominium environments.

Vintage Painting is well experienced in many facets of the industry: high performance coatings, waterproofing, wall covering, textured coatings, epoxies, sealants, floor systems, and deck coatings.

Norman ensures that all team members are trained, knowledgeable, safety conscious, and dedicated to doing quality work in what ever environment.

RALSTON CAREY
3101 NATCHEZ LANE
EDGEWATER, FL 32132

Objective: Project and Safety Manager

A talented project manager and professional painter with vast amounts of experience in performing skilled commercial painting work applying; paints, epoxies, special coatings, sealants and caulk to wood, plaster, sheet rock, concrete, masonry, steel, both indoor and out door finishes involved in new construction, renovations, repairs, maintenance.

Summary of Qualifications

- Project Management, safety manager
- Ability to operate and supervise operation of aerial lift equipment skillfully due to training and certifications.
- Proven ability to use and train personnel in all conventional and airless spray equipment.
- Demonstrates ability to assign duties to keep employees on task and coordinated.
- In depth ability to inspect surfaces to be finished to determine coating and painting techniques used to achieve Level 5 finish.
- Knowledge and experience with coating methods, techniques, devices and materials.
- Knowledge and experience of sand blasting.
- Proven ability to select the right tools and equipment to perform a job.
- Proven to be goal oriented as well as a team player.

Professional Experience

Vintage Painting, Inc., Port Orange, FL
2004 – Present

Project Manager

- Excellent communicator, leadership qualities.
- Ensured proper care in the use and maintenance of equipment and supplies
- Shows a profound ability to inspect areas ready for work to ensure a Level 5 finish will result.
- Knowledge of steel work including, coatings for steel, and product adhesion.
- Competent in the use of all conventional and airless spray equipment.
- Extensive knowledge of special coatings.
- Trained to use and operates aerial equipment such as scaffolding, swing stages, motorized lifts.
- Performed general commercial painting practices, learning techniques for special coatings and Level 5 finishing.
- Fine tuned surface preparation skills including, sanding, sand blasting, patching and caulking.
- Extensive hands on training for finishing steel work.
- Operates conventional and airless spray equipment with great skill.
- Assures work is performed efficiently, on schedule and within budget.

LUIS PEREZ
413 Oak Place, #4-1
Port Orange Fl, 32127

Resume of: Field Supervisor & Safety Representative

A highly talented professional painter with vast amounts of experience in performing skilled commercial painting work applying; paints, epoxies, special coatings, sealants and caulk to wood, plaster, sheet rock, concrete, masonry, steel, both indoor and out door finishes involved in new construction, renovations, repairs, maintenance.

Summary of Qualifications

- Over 6 years as a painter prior to 9 years of Field Supervision.
- Profound ability to communicate with others bilingually and to assimilate and understand information in a manner consistent with essential job functions.
- Able to operate aerial lift equipment skillfully due to extensive training and certifications.
- Remarkable ability to effectively control the operations of equipment and systems.
- Exceptional ability to interpret specifications, plans and budgets.
- Unquestionable ability to read, understand, communicate and enforce standard safety procedures in accordance to OSHA 30 certification.
- Demonstrates ability to assign duties to keep employees on task and coordinated.
- In depth ability to inspect surfaces to be finished to determine coating and painting techniques used to achieve Level 5 finish.
- Holds a vast knowledge of coating methods, techniques, devices and materials.
- Complete knowledge of sand blasting.
- Proven ability to select the right tools and equipment to perform a job.

Professional Experience

Vintage Painting, Inc., Port Orange, FL
2004 – Present

Field Supervisor

- Demonstrated ability to run large crews, coordinate employees, assign tasks and keep them on task as a working supervisor.
- Worked in association with other trades when conditions, schedule or work loads warranted.
- Promotes continuous improvement of workplace safety by holding weekly safety meetings and daily safety checks for the crew.
- Ensured proper care in the use and maintenance of equipment and supplies.
- Shows a profound ability to inspect areas ready for work to ensure a Level 5 finish will result.
- Performed sand blasting.
- Vast knowledge of steel work including, coatings for steel, and product adhesion.
- Competent in the use of all conventional and airless spray equipment.
- Extensive knowledge of special coatings.

Vintage Painting, Inc., Port Orange, FL



Kimberly Dillon
Vice President
Business Relationship Manager

SunTrust Bank
4900 S Clyde Morris Blvd
Port Orange, FL 32129
Tel 386. 233.9056
Fax 386. 257.1401
kimberly.dillon@SunTrust.com

February 11, 2019

Re: VINTAGE PAINTING INC
PO BOX 290185
PT ORANGE FL 32129

To Whom It May Concern,

Please note the following requested information.

<u>Account</u>	<u>Opened</u>	<u>Current Balance</u>	<u>12 Month Average</u>
#1993	5/2/1989	\$38,363	\$57,617
#0103	5/18/2011	\$368,536	\$260,490
#2000	5/2/1989	\$19,719	\$23,889

Vintage Painting also has in place a \$250,000 Business Line of Credit. As of today's date the balance on the line is \$0. The Line of Credit is secured by a Blanket Lien UCC filing on all business assets. The terms are on demand and it is reviewed annually.

Vintage painting has banked with SunTrust Bank since 1989.

Please do not hesitate to contact me if you need anything further.

Best regards,

Kimberly Dillon V.P.
Business Banking Relationship Manager

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

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

Vintage Painting, Inc
Name of Business

By: Ralston Carey
Printed Name: Ralston Carey
Title: VP

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12th day of June, 2019 by
Ralston Carey as Vice President of
Vintage Painting, Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Theresa Carrigan
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



THERESA A CARRIGAN
Commission # GG 197816
Expires March 19, 2022
Bonded Thru Enotel Notary Service

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: Hall Construction
Contact Person: Burt May
City, State: Daytona Beach, FL
Telephone Number: 386-252-2526
Email Address: P-May@HallConstruction.com
Description of goods or
Services provided: Painting
Contract Amount: \$41462⁰⁰
Start/End Date of Contract: 12/2018 - Current
2. Company Name: APM Construction
Contact Person: Chris Hutchinson
City, State: NSB FL
Telephone Number: 386-527-9608
Email Address: Chutchinson@APM.com
Description of goods or
Services provided: Painting
Contract Amount: \$9530⁰⁰
Start/End Date of Contract: 6/2018 to 11/2018
3. Company Name: Palma Bella
Contact Person: Barbara Schutt
City, State: Daytona Beach, FL
Telephone Number: 386-322-2517
Email Address: _____
Description of goods or
Services provided: Painting
Contract Amount: \$272512.00
Start/End Date of Contract: 3/2018 to 12/2018

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not alternate subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 Plaster

Name: Fountain Plastering

Description of Work: Repair the existing E.F.I.S (Expanded Insulating System with Synthetic Stucco)

Percent of Contract Price: 50%

Previous Experience Together: Yes/No Yes

Additional Information/Comments: _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT#(as applicable): _____

BUSINESSNAME: Vintage Painting Inc

CONTACT PERSON/TITLE: Ralston Carey - VP

MAILINGADDRESS: P.O. Box 290185

CITY-STATE-ZIP: P.O., FL 32129

Length of Time at Address Provided: 30

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☐ Volusia County ☐ The State of

Florida FEIN (Federal Employer Identification Number): 59-2953507

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-760-0611 FAX: 386-760-7934

EMAIL: RaleighC@vintagepaintinginc.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Ralston Carey who, after being sworn according to law, stated that he or she was authorized to represent Vintage Painting Inc and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

This document must be completed and returned with your Submittal

SWORN AND SUBSCRIBED BEFORE ME

Theresa Carrigan
SIGNATURE OF NOTARY PUBLIC
THIS 13th DAY OF June, 2019
My Commission Expires

NOTARY SEAL



THERESA A CARRIGAN
Commission # GG 197816
Expires March 19, 2022
Bonded Thru Budget Notary Services

Ralston Cory 6-13-2019
SIGNATURE OF AFFIANT DATE

Ralston Cory VP
PRINTED NAME OF AFFIANT / TITLE

Vintage Painting Inc.
COMPANY

This document must be completed and returned with your Submittal



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
VINTAGE PAINTING, INC.

Filing Information

Document Number K84120
FEI/EIN Number 59-2953507
Date Filed 04/28/1989
State FL
Status ACTIVE

Principal Address

413 OAK PLACE
SUITE 4-I
PORT ORANGE, FL 32127

Changed: 04/11/1996

Mailing Address

PO BOX 290185
PORT ORANGE, FL 32129

Changed: 02/14/2011

Registered Agent Name & Address

TURNER, NORMAN
413 OAK PLACE
SUITE 4-I
PORT ORANGE, FL 32127

Name Changed: 03/27/2013

Address Changed: 01/21/2009

Officer/Director Detail

Name & Address

Title CEO, Director

TURNER, NORMAN
17 LAZY EIGHT DR
PORT ORANGE, FL 32128

Title CFOS

VODENICKER, JAMES
6 TIMBER TRAIL
ORMOND BEACH, FL 32174

Title VP

CAREY, RALSTON J
3101 NATCHEZ LANE
EDGEWATER, FL 32132

Title Asst.CFO

Carrigan, Theresa Ann
413 OAK PLACE
SUITE 4-I
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2017	03/09/2017
2018	03/28/2018
2019	03/01/2019

Document Images

03/01/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
03/09/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
03/12/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
03/01/2012 -- ANNUAL REPORT	View image in PDF format
02/14/2011 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
01/21/2009 -- ANNUAL REPORT	View image in PDF format
06/26/2008 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
03/27/2006 -- ANNUAL REPORT	View image in PDF format
03/02/2005 -- ANNUAL REPORT	View image in PDF format
02/02/2004 -- ANNUAL REPORT	View image in PDF format
02/14/2003 -- ANNUAL REPORT	View image in PDF format
08/19/2002 -- ANNUAL REPORT	View image in PDF format
02/14/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format
02/04/1999 -- ANNUAL REPORT	View image in PDF format
05/11/1998 -- ANNUAL REPORT	View image in PDF format
03/17/1997 -- ANNUAL REPORT	View image in PDF format

04/11/1996 -- ANNUAL REPORT	View image in PDF format
01/27/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JAMES R VODENICKER, certify that I am the ASSISTANT secretary of the corporation named as Principal in the within Bid Bond; that RALSTON CAREY, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

James R Vodenicker
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING		
		
BID FORM		
CITY OF PORT ORANGE		
ITB # 19-16		
YMCA EXTERIOR PAINTING PROJECT		
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission		
Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.		
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.		
Vintage Painting Inc Ralston Carey Raleigh@vintagepaintinginc.com Ralston Carey Ralston Carey		NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED SIGNATURE:
BID PROPOSAL		
ITEM #	DESCRIPTION	TOTAL COST
1	Paint Exterior of the YMCA Building	\$0.00 \$43,558.00
Alt #1	Refinish Six(6) Bronze Window Frames at the One Story portion of the building in accordance with the specifications	\$0.00 \$420.00
Alt #2	Refinish the Emergency Generator Housing, Fuel Tank, Muffler and Associated Components in Accordance with the specifications	\$0.00 \$2,200.00
Alt #3	Refinish the Pair of Bronze Entrance Doors, Door Frame and Transom above the Doors on the East Elevation at the "Halifax Health" Entrance, in Accordance with the specifications Refinish Eight (8) Ceiling Hung Light Fixtures to Include Three (3) Wall Mounted Fixtures, in accordance with the specifications	\$0.00 \$420.00
Alt #4	Refinish the Fire Line (Cast-Iron Pipe System, currently painted red), and Refinish the Water Piping (East of the Fireline), in accordance with the specifications	\$0.00 \$280.00
Alt #5	Refinish all the Existing Rain Gutters, on all Elevations to include Metal Downspouts in accordance with the specifications (P.V.C. Downspouts are <u>not</u> to be painted)	\$0.00 \$248.00
Alt #6	Refinish all the Electrical Disconnect Boxes for the Ground Mounted and the Roof Mounted Air Conditioning Compressors in accordance with the specifications	\$0.00 308.00
TOTAL PRICE		\$0.00 \$47,434.00
2	Confirm the number of calendar days to complete upon receipt of PO: DAYS <u>90</u>	
3	Warranty for Labor: YEARS <u>7</u>	
4	Warranty for Materials: YEARS <u>7</u>	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER		

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that vintage Painting Inc, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 413 Oak Place, PO FL 32129, Tel: 3867600611 (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at Westfield Center, OH 44251, Tel: 8134642020 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Ten Percent of Amount Bid dollars and ()/100 (\$ 10%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof 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, whereas the Principal has submitted the accompanying bid, dated June 13, 2019 for:

Project Name / Bid No.: ITB 19-16 YMCA

Project Address: 4701 City Center Parkway Port Orange FL 32127

Legal Description: See Attached.

Description of Work:

Painting & Wall Coverings

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this day of June, A.D. 20 19 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.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal. (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Ralston Carey
Signature
Ralston Carey V.P.
Corporate Officer & Title

ATTEST:

Theresa Carrigan
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Jason Prospect
Attorney-in-Fact (signature)
Jason Prospect Attorney-In-Fact
Name & Title
Jason Prospect
Name of Local Resident Agent
Port Orange FL 32129
City, State, Zip
386-767-0147
Telephone
A.M. Best No.: _____ NAIC No. 1: _____

ATTEST:

Theresa Carrigan
Signature
Corporate Secretary (Affix Corporate Seal)

STATE OF FLORIDA

COUNTY OF Volusia

Before me this day personally appeared Jason Prospect (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that his person has been authorized by Westfield Insurance Company (corporate surety) to execute this foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 13 day of June, 20 19, by Jason Prospect who is personally known to me or who produced as identification.

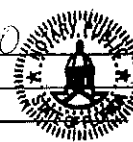
NOTARY PUBLIC - STATE OF

Type or print name: Virginia Paterno

Commission No.: _____

Commission Expires: _____

(Seal)



Virginia Paterno
Comm. # GG333787
Expires: May 14, 2023
Bonded Thru Aaron Notary

END OF BID BOND

General
Power
of Attorney

POWER NO. 0996451 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CAROL BAKER, JASON PROSPECT, JOINTLY OR SEVERALLY

of PORT ORANGE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of SEPTEMBER A.D., 2016 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of SEPTEMBER A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13 day of June 2019 A.D.,



Frank A. Carrino
Frank A. Carrino, Secretary



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER:		ITB 19-16 YMCA EXTERIOR PAINTING PROJECT			
OPENING DATE/TIME:		6/13/2019 AT 2:30 P.M.			
		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Mario's Painting & Services, Inc.	Vintage Painting Inc	Worth Contracting, Inc.	Green Maintenance & Cleaning, Inc.
1	Form 7.2 – Vendor's Acknowledgement	YES	YES	YES	YES
2	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	YES
3	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	YES
4	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	YES
5	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	YES
6	Form 7.7 – Authorized Signatures/Negotiators	YES	YES	YES	YES
7	Form 7.8 – Statement of Vendor's Qualifications	YES	YES	YES	YES
8	Form 7.9 – Professional References for Previous Experience	YES	YES	YES	YES
9	Form 7.10 – Listing of Subcontractors	YES	YES	YES	YES
10	Form 7.12 – Local Business Affidavit of Eligibility	YES	YES	NO	NO
11	Form 7.13 – Certificate as to Corporate Principal	YES	YES	YES	YES
12	Attachment 1 – Bid Proposal	YES	YES	YES	YES
13	Bid Bond	YES	YES	YES	YES
14	Copy of General Contractors License	YES	YES	YES	YES
1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.		YES	YES	YES	YES
Deemed Responsive?		YES	YES	YES	YES
Additional Comments				Calendar days to complete beyond 110 days	

ITEM #	Description	Base Cost			
#1	Paint Exterior of the YMCA Building	\$ 70,150.00	\$ 43,558.00	\$ 78,000.00	\$ 44,870.00
#2	Number of calendar days to complete upon receipt of PO:	DAYS <u>90</u>	DAYS <u>90</u>	DAYS <u>120</u>	DAYS <u>110</u>
#3	Warranty for Labor:	YEARS <u>2</u>	YEARS <u>7</u>	YEARS <u>1</u>	YEARS <u>7</u>
#4	Warranty for Materials:	YEARS <u>7</u>	YEARS <u>7</u>	YEARS <u>7</u>	YEARS <u>7</u>
Alt #1	Refinish Six(6) Bronze Window Frames	\$ 3,250.00	\$ 420.00	\$ 2,200.00	\$ 900.00
Alt #2	Refinish the Emergency Generator Housing	\$ 7,000.00	\$ 2,200.00	\$ 2,500.00	\$ 6,300.00
Alt #3	Refinish the Pair of Bronze Entrance Doors	\$ 2,000.00	\$ 420.00	\$ 1,500.00	\$ 2,000.00
Alt #4	Refinish the Fire Line & Water Piping	\$ 1,750.00	\$ 280.00	\$ 2,000.00	\$ 1,000.00
Alt #5	Refinish all the Existing Rain Gutters	\$ 3,500.00	\$ 248.00	\$ 3,000.00	\$ 900.00
Alt #6	Refinish all the Electrical Disconnect Boxes	\$ 1,500.00	\$ 308.00	\$ 800.00	\$ 800.00
		TOTAL ALTERNATE PRICE:	\$ 19,000.00	\$ 3,876.00	\$ 12,000.00
		TOTAL PRICE:	\$ 89,150.00	\$ 47,434.00	\$ 90,000.00
		\$ 56,770.00			

Opened and tabulated by:	David Van Valkenburgh Purchasing Agent		
Witnessed by:	Joseph Castro Purchasing Buyer		



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

ITB 19-16 YMCA Painting Project

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 8, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) Two (2) Buildings near the large gate opening by the pool are NOT included in this SOW

B. CHANGES TO SPECIFICATIONS:

- 1) Control Joints – additional three (3) 14' foot joints have been added to the SOW
 - a) One (1) Front of the building
 - b) Two (2) on the North side of the building

C. QUESTIONS AND ANSWERS:

Question 1. 45 degree in joints or the butting the grading open joint cracks/
What are the proper procedures for step cracks in masonry and what we expect, we are not concerned with cosmetics?

Answer: See Spec: Open up "Step cracks" with a hand held grinder and masonry blade +- 1/8" wide. Open cracks to full depth of the exist stucco. Brush/Blow out debris, and prime the open joint with the specified materials.

Fill open joint with the specified caulking in an effort to match the surrounding (existing) texture. Apply the specified coating(s) / Final Finishes.

Question 2. On the existing expansion joints, what you are going to put up, shouldn't you make it the color of the building so the oxidation won't oxidize that metal?

Answer: Field paint the existing and new aluminum, expansion joint covers to match of the color of the building. Prepare new and existing expansion joint covers for paint in accordance with the specifications

In regard to the “Rusted Control Joints” the painting contractor will subcontract this work to a Licensed Stucco Contractor. The Stucco Contractor will remove the rusted (metal) control joints and replace with (white) P.V.C. control joints.

The Stucco Contractor will Re-Stucco the area to match the existing stucco as closely as possible, Upon completion of the stucco repairs, the painting contractor will apply the specified finish coating(s) to include field painting of the (new) P.V.C. control joints and incidental stucco “Patches”.

Questions 3. What about new expansion joints?

Answer: Field paint the existing and new expansion joints covers to match the color of building. Prepare the aluminum covers for painting in accordance with the specifications.

Question 4. Do you have specification on the profile?

Answer: See Spec: Yes we do it is in the ITB.

Question 5. Existing stucco expansion joints spec?

Answer: Refer to the specifications for details regarding fabrication of the (new) aluminum expansion joints covers. (Match the new covers to the existing covers located on the masonry walls at the roof.) “Kickout” the edge of the (new) expansion joint covers on a 45 degree angle to allow for a continuous caulking bead, on both sides of the (new) covers. Install the (new) expansion joint covers under the face of the roof drip edge metal for a watertight installation at the roof edge.

Question 6. How many liner feet of that do we have?

Answer: Refer to the specifications for expansion joint (new) locations to include additional joint covers as previously noted in “changes to specification” page 1 which adds additional control joints (as previously noted).

Question 7. Is the access in the back going to be available, there is two (2) gates?

Answer: Yes you will have access in the back, Storage is planned to be in the dirt lot right behind the pool.

Question 8. Is pressure washing the roof necessary?

Answer: No.

Question 9. Are we clearing of vines?

Answer: No, we are not going to clear any more vines, we will allow the contractor to cut them with approval from the City.

Questions 10. On the generator we are not getting all the way up to the exhaust?

Answer: Clean, prepare and refinish the generator fuel tank, generator housing and the generator exhaust system, in accordance with the specifications, DO NOT refinish any of the electrical panels(located on the masonry wall within the fenced enclosure for the generator).

Question 11. When is the best time to pressure wash the front of the building?

Answer: After everyone leaves in the afternoon on a typical work day. If the Painting Contractor elects to work past 5:00PM, a written request must be submitted to Susan Lovallo, Parks and Recreation Director.

Question 12. Is there a staging area?

Answer: Yes, we will provide one for the Painting Contractor inside the fenced area.

Question 13. Will we have a Port-a Potty issue?

Answer: No, you will be allowed to put one inside the fenced area.

Question 14. Are we able to use a POD with roll up doors?

Answer: Yes, you are allowed to use that and/or a storage trailer.

Question 15. We are not allowed to spray, correct?

Answer: Correct no spray, all of the painting is to be accomplished without spray painting.

Question 16. Is the work to be done during days?

Answer: Yes, see Section 6, weekend work will require written authorization.

Question 17. Are permits needed?

Answer: no, permits are needed for this project.

Question 18. Where are questions directed to Prebid?

Answer: All questions shall be directed **in writing** to the Purchasing Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org

and reference **“Questions on ITB #19- 16 YMCA EXTERIOR PAINTING PROJECT”**
in the subject line. Last day for questions will be May 23, 2019 at 5:00 P.M.

Question 19. What are the safety rules and regulations?

Answer: Contractor will need to follow all required local, county, state and federal safety rules and regulations for the Scope of the project.

Question 20. Who is the contact information provided to?

Answer: For the Contractor the Forman on the jobsite is the point of contact and for the City of Port Orange, Frank Flagg Primary and Paul Pomfret is the POC for YMCA.

Question 21. Will the contractor need to list the painting and stucco Subcontractor(s) that will be used?

Answer: Yes, see Required Form “7.10 – LISTING OF SUBCONTRACTORS”

- The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not alternate subcontractors without approval from the Engineer.

-

Question 22. In reference to the joint covers, where were those purchased?

Answer: We have no information where the previous ones were purchased, but the new one would need to be fabricated by a custom sheet metal shop experienced in this type of work.

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-16 remains unchanged.

END OF ADDENDUM NO. #1



NOTICE OF INTENT TO AWARD

ITB 19-16 YMCA Painting Project July 03, 2019

On June 13, 2019 Purchasing received Four (4) bids for the ITB 19-16 YMCA Painting Project.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, Vintage Painting, FL for \$47,434.00.

Recommendation to award will be presented for City Council approval on July 16, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7d) Approval of Change Order Nos. 1-5 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to expressly authorize the City Manager and City Attorney to simultaneously approve Change Order Nos. 1-5 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project in the amount of \$64,858.63 and a time extension of 153 days upon the vendor's final execution of the FDOT approved change orders and authorizing the City Manager to make minor modifications as required by FDOT consistent with the intent of this agenda item.

SUMMARY: The Street Lighting project is a Local Agency Program (LAP) project in which the City receives federal funding to provide safety improvements (lighting) to the roadway for both vehicles and pedestrians. The project consists of replacing pedestrian walklights with 64 LED street lights along a +/- 0.70 mile segment of Dunlawton Avenue between Ridgewood Avenue and Spruce Creek Road including 10 intersections. The project is in construction and the change orders are needed to address issues that have developed since the contractor began work last November. The issues have been broken out into separate change orders to facilitate review and concurrence by FDOT and to separate items that are federally eligible for reimbursement from those that are not.

Change Orders 1 and 2 do not add cost or time to the project. Change Order 1 is for an alternate luminaire which has been reviewed and considered by the Construction Engineering and Inspection (CEI) Engineer to be an "Or-Equal" item to the luminaire specified on the plans. Change Order 2 was initiated and directed by FPL to change the power from 3 phase to single phase. The service voltage remains the same and the performance is not diminished by this change.

Change Order 3 is for adjustments in the bid items specified as "Light pole complete". The bid contained five items for "Light pole complete". Item 715-4-70 is the removal of existing pedestrian lights. Items 715-4-11, 715-4-21, 715-4-31 and 715-4-41 are the new light poles complete with the foundation. Change Order 3 includes additional cost (\$31,856.02) and time (153 days). The cost associated with Change Order 3 is being funded from the \$75,000 previously authorized by City Council for unforeseen conditions. The justification for the "Light pole complete" adjustments and time extension are summarized below.

This portion of Dunlawton Avenue is one of the oldest sections of town and the right-of-way is narrow (90-ft for a four-five lane highway) and constricted, containing numerous underground utilities and facilities. The light poles were intended to be set at the back of sidewalk to provide ADA clearance, a uniform appearance, and pedestrian safety.

During design, the plans were formulated based on utility information available at the time which included as-builts, coordination with the utility providers, and a discovered utility project recently permitted by FDOT District 5 in the project's intended alignment which was directionally drilled by Tower Cloud. Staff obtained detailed as-builts from Tower Cloud and provided them to the Engineer of Record (EOR). The EOR specified a different conduit alignment and the Contractor has not had difficulty finding room for conduit or foundations from the Tower Cloud conduit. During construction, the contractor called for utility locates as is required by FS 556. The locates have a statutory allowable margin of error of 2 feet to either side of the marking [FS 556.105 (5) (a)]. No foundation conflicts or deviations from the design foundations were anticipated until the pre-digs began.

During pre-digs of the light pole locations, the contractor discovered utilities which were not geometrically located as shown on the design plans or as marked on as-builts. The contractor also found unknown utilities. These conflicts resulted in 2.5 inches too little space to install the specified foundation for pole #32 in the R/W, 4.33 inches too little space to install the specified foundation for pole #33 in the R/W, 17-inches too little space to install the specified foundation for pole #6 in its planned location, 0.5-inch too little space to install specified foundation for pole #28 in the R/W. Other foundations encountered space nearly as limited. Thirty-one pre-digs over and above the 62 expected were required to find installation room for the 62 light pole foundations.

The conflicts were addressed by shifting the planned pole location and then having the EOR update plans or determining if a different foundation detailed on the plans would fit in the available space. Soft soils were encountered at two pole locations along with a buried tree stump east of the FEC Railway and a geotechnical survey was conducted to determine if the design foundations could be installed in those locations. Alternative foundation options were explored like screw anchors, drilled shaft piles, embedded concrete poles, and integral sidewalk foundations. Ultimately, the Construction Engineering and Inspection (CEI) Engineer and EOR reached solutions for what combination of project design embed or integral sidewalk foundations should be installed and where. After the engineers' decisions were made, the EOR updated the plans for FDOT review and concurrence.

After City Council approval, the contractor may procure and install the remaining foundations. The procurement and installation of the foundations are critical path items. Unforeseen site conditions have resulted in a delay of 153 days to the installation of the foundations assuming release of the remaining foundations on 7/17/19 after City Council approval.

Change Order 4 is for additional pre-digs and the cost (\$21,678.61) associated with Change Order 4 is being funded from the \$75,000 previously authorized by City Council for unforeseen conditions. The pre-digs are vital in establishing that there is physically enough lateral and vertical space for the foundations. Twenty-eight of the additional pre-digs have been completed and the CEI and Contractor estimate 3 more will be

required due to the complexity of the remaining pole foundations to be installed at Light Poles 6 and 54.

Change Order 5 is for 3 foundations that have been procured by the contractor pursuant to the bid, but are not being used on the project due to the space limitations encountered with the unforeseen site conditions. The foundations will be stored at the Public Works yard for future use. The cost (\$11,324.00) associated with Change Order 5 is being funded from the \$75,000 previously authorized by City Council for unforeseen conditions.

Project No.: AIO016 Funding Account No.: 301-4300-541.63-97

Presenter: Larry Roberts

ATTACHMENTS:

1.	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 1 Luminaires (002)	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 1 Luminaires.pdf
2.	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 2 Power Phase Change	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 2 Power Phase Change.pdf
3.	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 3 Light Pole Complete	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 3 Light Pole Complete 2019-06-28.pdf
4.	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 4 Additional Pre-Digs	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 4 Additional Pre-Digs.pdf
5.	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 5 Special Foundations Work	FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1) Change Order 5 Special Foundations Work.pdf

Melanie Schmotzer
Tim Burman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 6/27/2019
Approved - 6/28/2019
Approved - 7/5/2019
Approved - 7/5/2019
Final Approval - 7/5/2019

FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 1

Contents:

1. Change Order 1 Luminaires
2. Entitlement Analysis
3. Voltage Drop Calculations
4. Photometrics
5. Plans (Dated June 14, 2019)
6. Referenced sections from Lighting Report
7. EOR's Luminaire Sensitivity Analysis

Submittal: 6/25/2019

Rev. 0

CHANGE ORDER NO. 1
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. __: N/A \$0.00	Changes in contract time from previous Change Orders: No. __: N/A 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$674,971.86	Contract Times with all approved Change Orders: Final Completion: July 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Use of Equal Luminaires
2. Revised Plan Sheets
3. Revised Photometrics
4. Revised Voltage Drop Calculations

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: See attachments.

IV. PAYMENT: No Cost Adjustment

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 1

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 1 Luminaire change from Navion to Autobahn

1. Change Order Number 1
2. Description: Luminaire change from Navion to Autobahn
3. Reasons for Change:
 - i. To revise the plans' Lighting Fixture Schedule and resultant sheet changes to an "Equal" light fixture manufacturer and model.
 - ii. D5 required the EOR to prepare a lighting report for three of thirteen luminaires from the APL. The Local Agency made the study a portion of the Invitation to Bid.
 - iii. On Sept. 22, 2017, Ms. Karen Byram, Mgr. of the Approved Products list called to advise that FHWA was concerned over proprietary products and needed at least two fixtures specified for each service: mainline and conflict before encumbrance.
 - iv. Local Agency followed-up that call with a return call the same day to advise that in accordance with pages 9 and 10 of the project lighting report, the Bow LX and the Eaton Navion were equivalent in mainline service; the Autobahn ATBL and the Eaton Navion were equivalent in conflict pole service.
 - v. The EOR's same pages identify the Autobahn ATBL a higher priced luminaire than the Eaton Navion.
 - vi. Local Agency included the entire 117-page Lighting Report in the Invitation to Bid so all bidders would have the benefit of the luminaire performance differences.
 - vii. On the Plans Sheet E-301, the Lighting Fixture Schedule listed 3 types of luminaires with different lighting intensity (19,718-23,780 lumens), distribution (III or IV), and pole type (tenon or conflict pole). The manufacturer and model (Eaton NAV-AF-XX) were listed but allowed (or Approved Equal).
 - viii. Bids were opened June 14, 2018. The Contractor verbally notified the Local Agency and its CEI on August 28, 2018 that the Contractor intended to use the Autobahn ATBL and would be submitting it to be reviewed and approved Equal Item.
 - ix. In April 2019, the EOR evaluated the Autobahn ATBL project-wide at revised pole locations and found that the photometric requirements are met.
 - x. In accordance with the Local Agency contract Standard General Conditions 6.05, the Autobahn ATBL meets the criteria for an "Equal" item.

- xi. The plans were revised to show the Autobahn ATBL luminaires as evaluated in the photometric analysis.

4. Time Analysis:

Amount Requested by Contractor:	0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0

5. Cost Analysis:

Amount Requested by Contractor:	\$0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$0

6. Reasons for Contractor's full or partial payment: N/A



Engineer Producing Analysis – Bryan Rerko, PE



Date

TLC Engineering for Architecture

PROJECT: **Port Orange Dunlawton Street Lighting**
Port Orange, FL

SHEET NO.: 1

COMM. NO.: **517004**

BY: DRS

DATE: **March 4, 2019**

OF: 1

VOLTAGE DROP CALCULATIONS

$$\text{VOLT LOSS} = \frac{\text{DISTANCE} \times \text{CURRENT (Imax)} \times \text{VOLTAGE DROP FACTOR}}{\text{SETS OF CONDUCTORS} \times 1,000,000}$$

ABBREVIATIONS:

VDF VOLTAGE DROP FACTOR

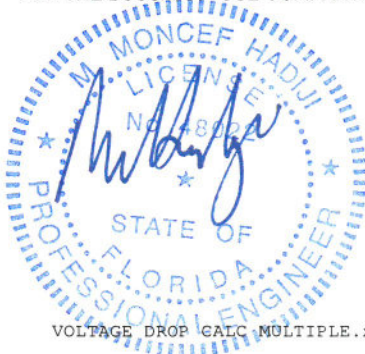
LPF LOAD POWER FACTOR

DIST DISTANCE

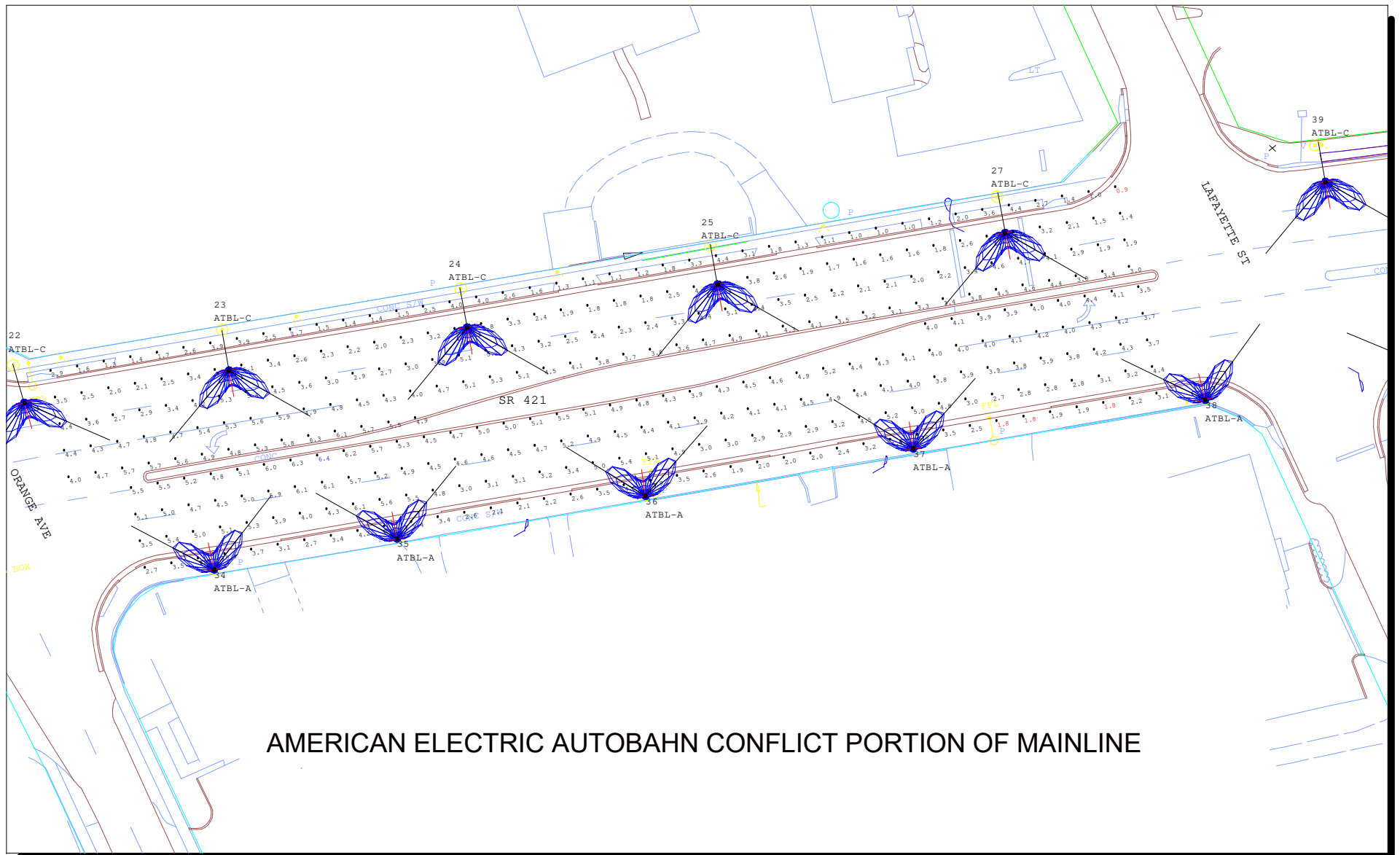
$$\% \text{ VOLT LOSS} = \frac{\text{VOLTAGE LOSS}}{\text{VOLTS}} \times 100$$

[illegible]

* CALCULATIONS ARE BASED ON FORMULAS AND VALUES OUTLINED IN THE ELECTRICAL PROTECTION HANDBOOK, PUBLISHED BY MCGRAW-EDISON FOR THE BUSSMAN FUSE COMPANY.

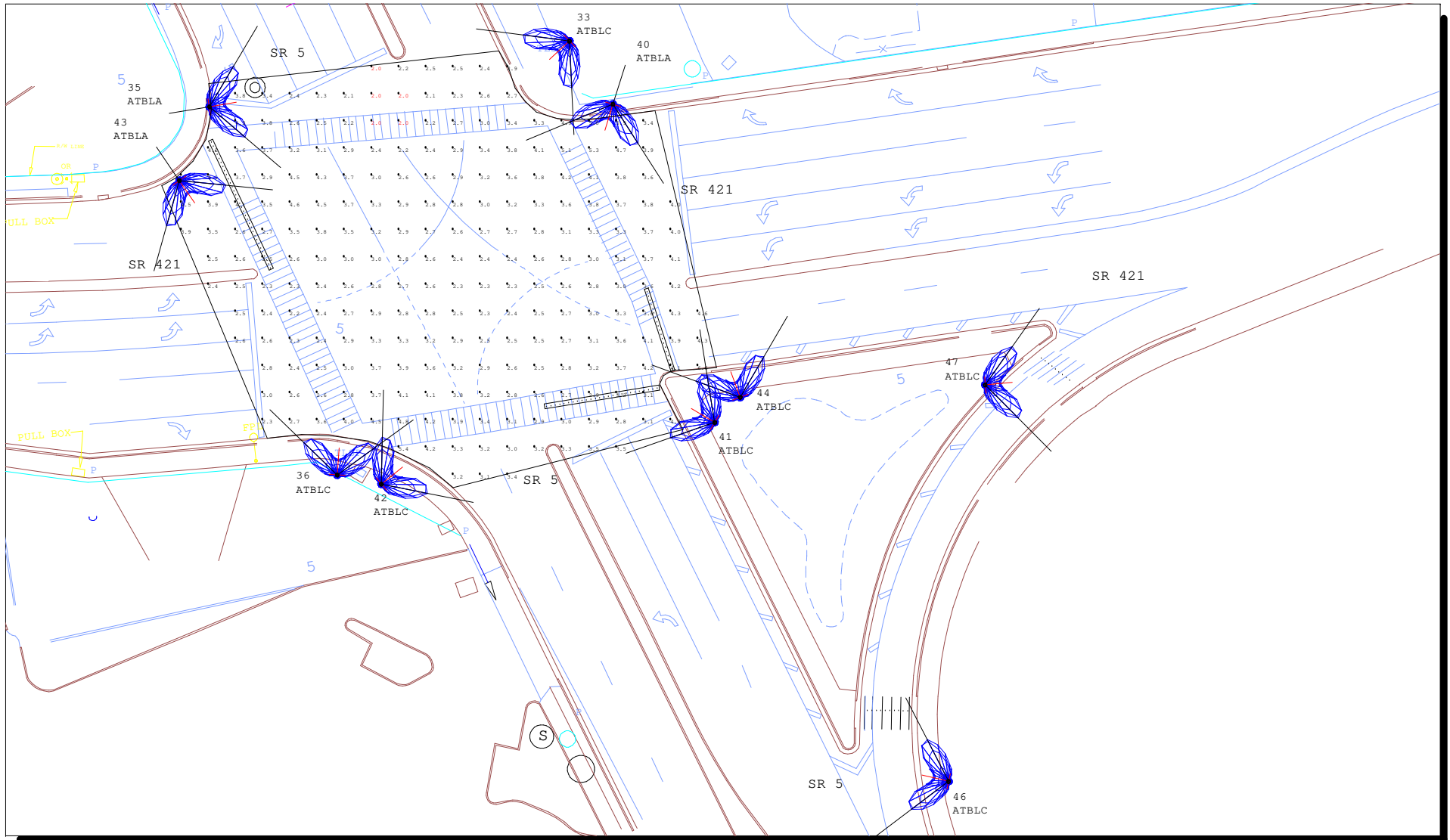


MAR 04 2019



Luminaire Schedule									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL C XXXXX R4	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-C	200	21311	15
7	ATBL C XXXXX R4 1	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-A	200	21311	0
Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
North Roadside	Illuminance	Fc	3.38	7.0	0.9	3.76	7.78		
South Roadside	Illuminance	Fc	4.15	6.4	1.8	2.31	3.56		

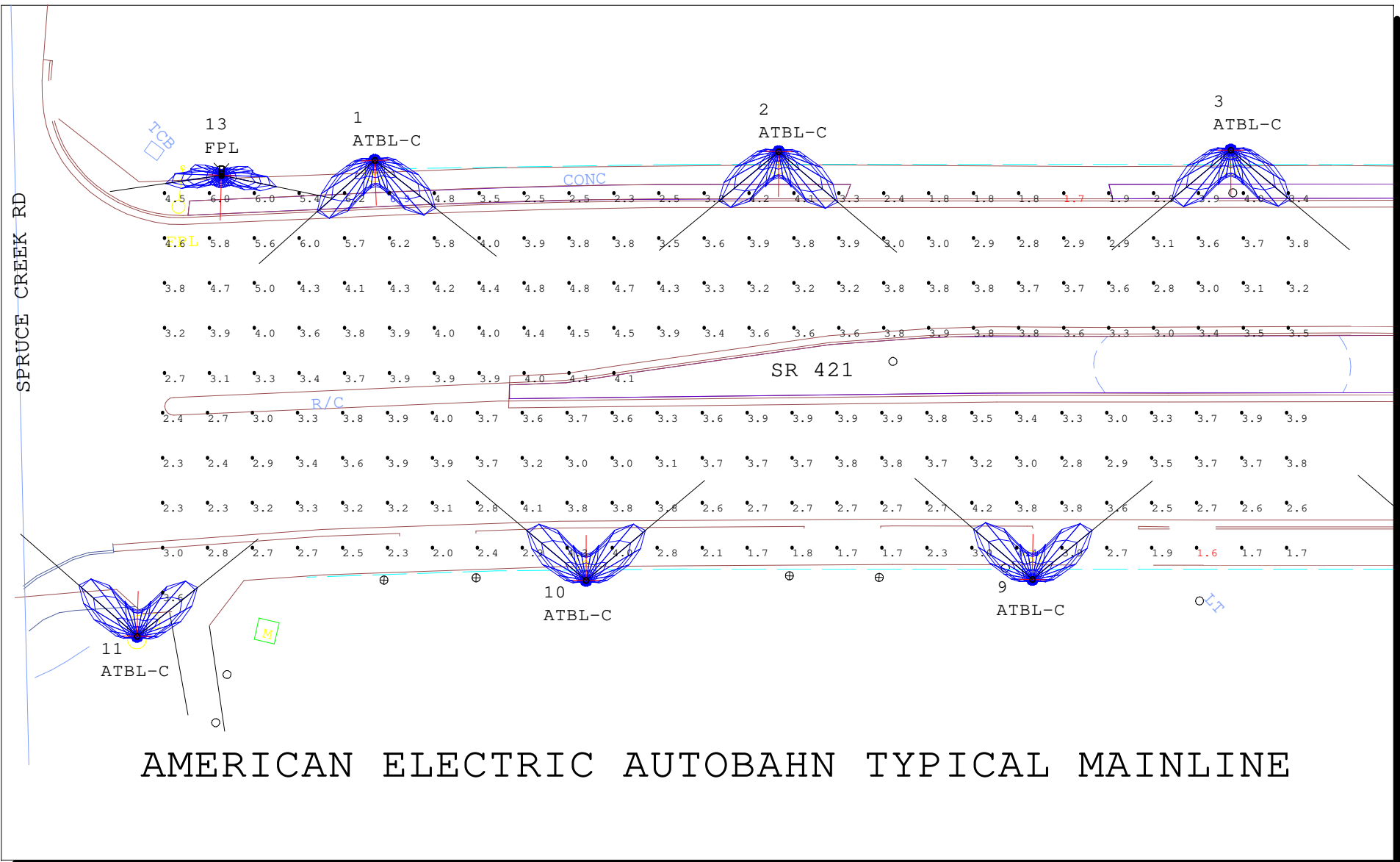
Luminaire Location Summary			
Tag	LumNo	Pole Height	Tilt
ATBL-C (	22	30	0
ATBL-C (	23	30	0
ATBL-C (	24	30	0
ATBL-C (	25	30	0
ATBL-C (	27	30	0
ATBL-A (	34	30	0
ATBL-A (	35	30	0
ATBL-A (	36	30	0
ATBL-A (	37	30	0
ATBL-A (	38	30	0



Luminaire Schedule									
Scene: Scene_1									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL_C_XXXXX_R4	SINGLE	N.A.	1.000	ATBL_C_XXXXX_R4	ATBLC	200	21311	0
3	ATBL_C_XXXXX_R4_ARM	SINGLE	N.A.	1.000	ATBL_C_XXXXX_R4	ATBLA	200	21311	15

Calculation Summary								
Scene: Scene_1								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
CROSSWALK 1	Illuminance	Fc	2.53	3.5	0.9	2.81	3.89	
CROSSWALK 2	Illuminance	Fc	4.99	5.7	3.5	1.43	1.63	
CROSSWALK 3	Illuminance	Fc	4.33	4.9	3.2	1.35	1.53	
CROSSWALK 4	Illuminance	Fc	3.21	3.3	3.1	1.04	1.06	
CROSSWALK 5	Illuminance	Fc	2.38	2.6	1.9	1.25	1.37	
INTERSECTION	Illuminance	Fc	3.20	6.8	2.0	1.60	3.40	

Luminaire Location Summary				
Scene: Scene_1				
Tag	LumNo	Pole Height	Tilt	
ATBLC (1)	33	30	0	
ATBLA (1)	35	30	0	
ATBLC (1)	36	30	0	
ATBLA (1)	40	30	0	
ATBLC (1)	41	30	0	
ATBLC (1)	42	30	0	
ATBLA (1)	43	30	0	
ATBLC (1)	44	30	0	
ATBLC (1)	46	30	0	
ATBLC (1)	47	30	0	

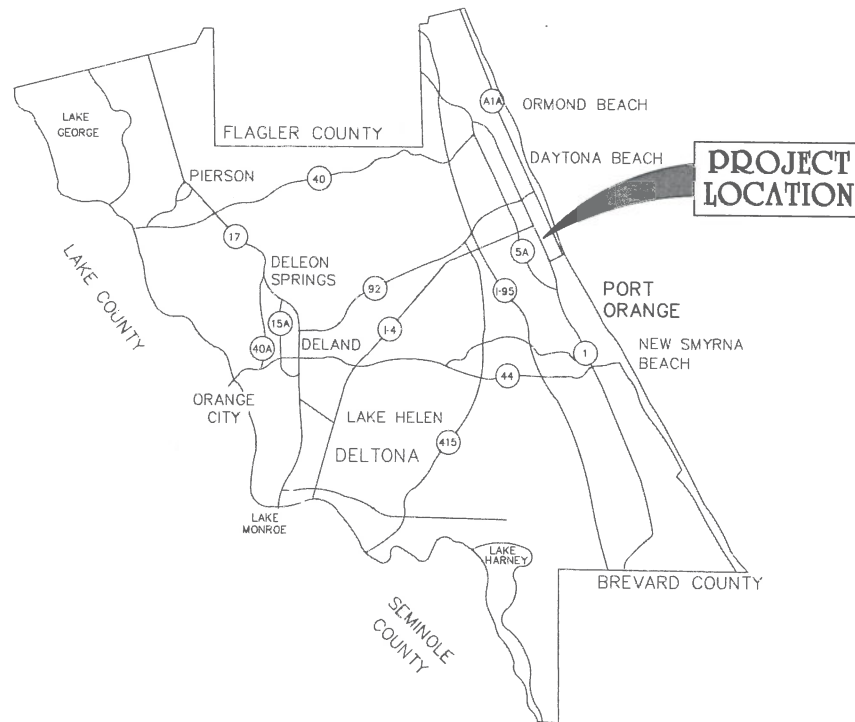


AMERICAN ELECTRIC AUTOBAHN TYPICAL MAINLINE

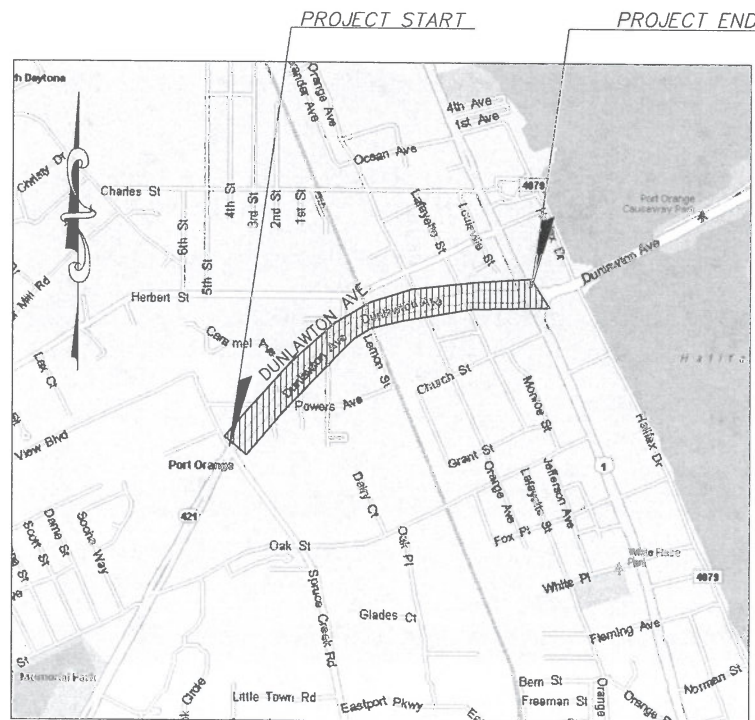
Luminaire Schedule								
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens
1	Typical FPL Fxt	SINGLE	27500	0.900	OVF25SXX2D	FPL	250	21535
8	ATBL C XXXXX R4	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-C	200	21311

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
North Roadside	Illuminance	Fc	3.80	6.9	1.7	2.24	4.06	
South Roadside	Illuminance	Fc	3.15	4.4	1.6	1.97	2.75	

Luminaire Location Summary			
Tag	LumNo	Pole Height	Tilt
ATBL-C (	1	30	0
ATBL-C (	2	30	0
ATBL-C (	3	30	0
ATBL-C (	9	30	0
ATBL-C (	10	30	0
ATBL-C (	11	30	0
FPL (1)	13	30	0
ATBL-C (	15	30	0
ATBL-C (	16	30	0



COUNTY MAP



VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2018 AS AMENDED BY CONTRACT DOCUMENTS.



CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

BID No. 17-32

S.R. 421 (DUNLAWTON AVE.) RIDGEWOOD AVE. TO SPRUCE CREEK RD. LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

RELEASED FOR CONSTRUCTION

PREPARED BY:

QLH

A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

INDEX OF ROADWAY PLANS

CP&F FDOT	1	COVER SHEET - INDEX
CP&F FDOT	2	SUMMARY OF PAY ITEMS AND NOTES WITH TYPICAL SECTION
FDOT **	3	ROADWAY LIGHTING STA. 9+00 - STA. 15+00
CP&F FDOT **	4	ROADWAY LIGHTING STA. 15+00 - STA. 21+00
CP&F FDOT **	5	ROADWAY LIGHTING STA. 21+00 - STA. 27+00
FDOT **	6	ROADWAY LIGHTING STA. 27+00 - STA. 32+00
CP&F FDOT **	7	ROADWAY LIGHTING STA. 32+00 - STA. 37+00
CP&F FDOT **	8	ROADWAY LIGHTING STA. 37+00 - STA. 43+00
CP&F FDOT **	9	ROADWAY LIGHTING STA. 43+00 - STA. 49+00
	10	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	11	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	12	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	13	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
**	14	STANDARD DETAILS
	15	MOT DETAILS
*Δ	E-001	ELECTRICAL SYMBOL LEGEND
*Δ	E-002	ELECTRICAL GENERAL NOTES
*Δ	E-003	ELECTRICAL GENERAL NOTES
*Δ	E-004	OVERALL STREET LIGHTING PLAN
FDOT *Δ	E-101	ELECTRICAL PLAN - AREA 1
CP&F FDOT *Δ	E-102	ELECTRICAL PLAN - AREA 2
FDOT *Δ	E-103	ELECTRICAL PLAN - AREA 3
FDOT *Δ	E-104	ELECTRICAL PLAN - AREA 4
CP&F FDOT *Δ	E-105	ELECTRICAL PLAN - AREA 5
CP&F FDOT *Δ	E-106	ELECTRICAL PLAN - AREA 6
CP&F FDOT *Δ	E-107	ELECTRICAL PLAN - AREA 7
FDOT *Δ	E-108	ENLARGED ELECTRICAL PANEL PLANS
CP&F FDOT *Δ	E-201	INTERSECTION 1 & 2 LIGHTING
*Δ	E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
*Δ	E-302	ELECTRICAL PANEL SCHEDULE
CP&F FDOT *Δ	E-303	POLE DATA SCHEDULE
CP&F FDOT *Δ	E-304	POLE DATA SCHEDULE
*Δ	E-305	ELECTRICAL ONE-LINE DIAGRAMS
*Δ	E-306	ELECTRICAL DETAILS
FDOT *Δ	E-307	ELECTRICAL DETAILS
*Δ	E-308	ELECTRICAL DETAILS
*Δ	E-309	ELECTRICAL DETAILS
CP&F FDOT *Δ	E-310	ELECTRICAL DETAILS

* REVISED 12-13-18

** REVISED 1-24-19

Δ REVISED 1-30-19

FDOT REVISED 4-17-19

CP&F CONFORMED POLE & FOUNDATIONS REVISED 6-16-19

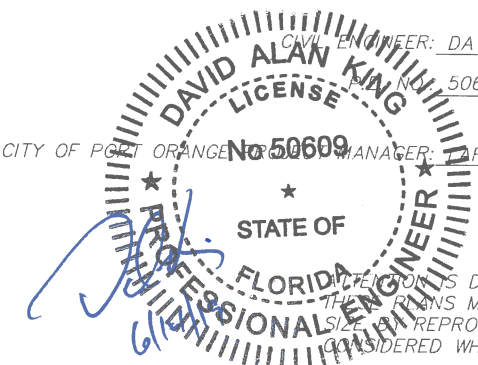
ELECTRICAL ENGINEER: MONCEF HADIJI, P.E.

P.E. NO.: 48022

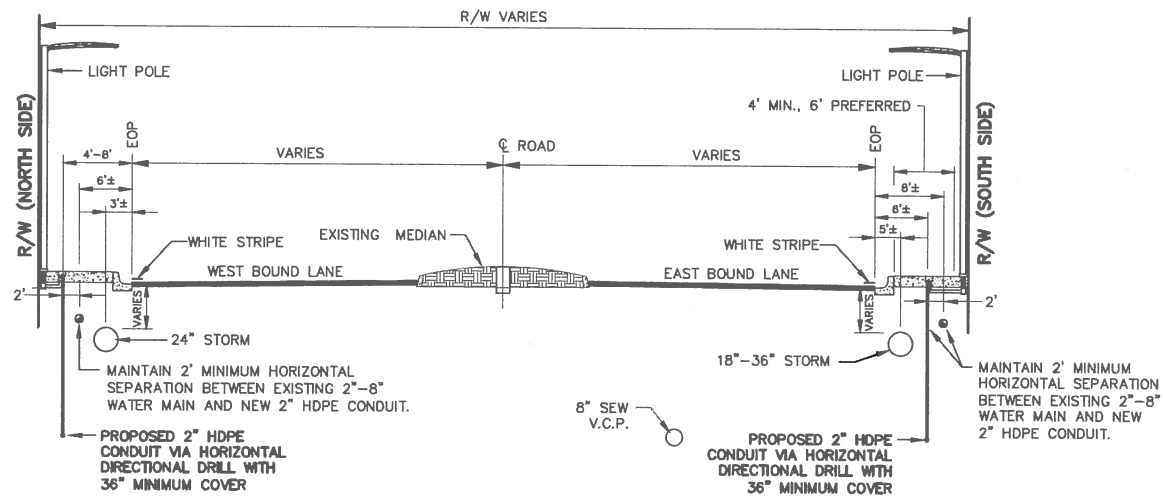
CIVIL ENGINEER: DAVID KING, P.E.

P.E. NO.: 50609

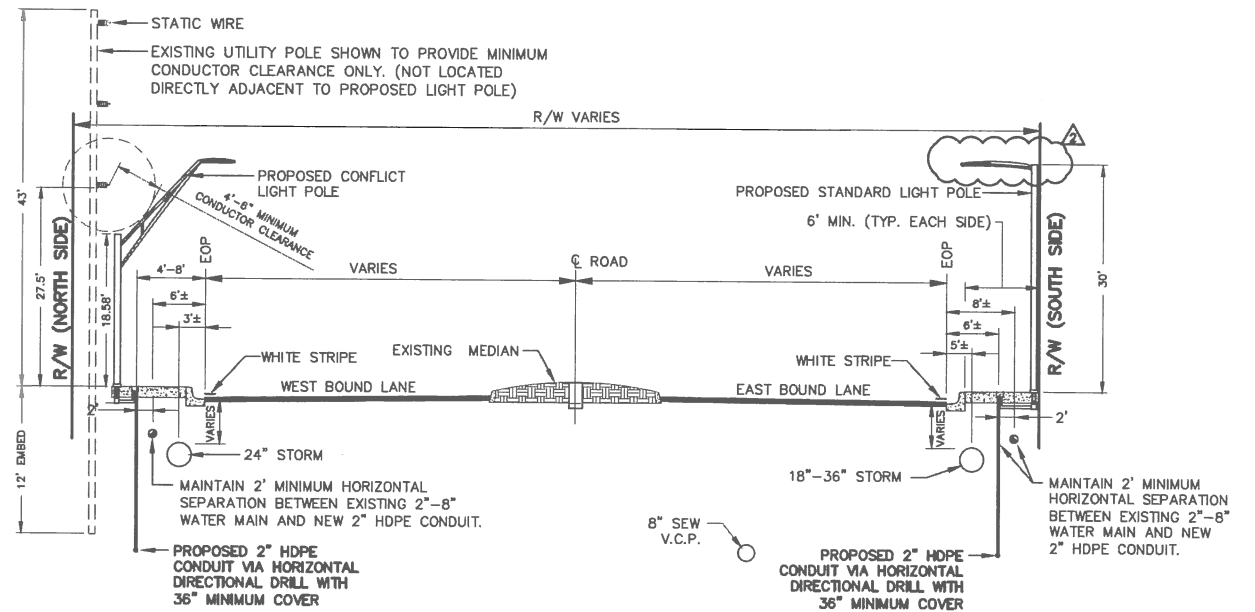
CITY OF PORT ORANGE COMMUNITY DEVELOPMENT MANAGER: LARRY ROBERTS, P.E.



IT IS HEREBY DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
SIZE OR REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 8+66 TO STA. 29+00



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

GENERAL PROJECT REQUIREMENTS

- UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
- ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
- THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL DO ALL THAT IS POSSIBLE TO AVOID TREES, PARTICULARLY TREES 3" DIAMETER OR LARGER. NO TREE SHALL BE REMOVED UNLESS IN DIRECT CONFLICT WITH CONSTRUCTION AND DESIGNATED FOR REMOVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE GOVERNING STANDARDS & SPECIFICATIONS SHOWN ON THE KEY SHEET. CONTRACTOR SHALL PROVIDE COUNTY AND F.D.O.T. WITH DRAWINGS FOR APPROVAL OF TRAFFIC CONTROL PLAN WITH DEVICES IN ACCORDANCE WITH SECTION 102 OF THE MAINTENANCE OF TRAFFIC PER F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (JANUARY 2018).
- ALL DRIVEWAYS TO BE REPAIRED TO EXISTING OR BETTER CONDITION. ALL ASPHALT DRIVEWAYS SHALL BE SAWCUT AND REPAIRED. OVERLAY ASPHALT DRIVES FROM EDGE OF ROAD OR BACK OF CURB TO RIGHT OF WAY LINE. ALL CONCRETE DRIVES TO BE REPLACED FROM R/W LINE AND/OR NEAREST CONSTRUCTION JOINT TO EDGE OF ROAD OR BACK OF CURB. ALL REPAIRS/OVERLAYS SHALL BE CONCRETE. CONCRETE DRIVES ARE 6" THICK 2,500 PSI CONCRETE UNLESS OTHERWISE NOTED. ADDITIONAL HOUSES, DRIVEWAYS AND SIDEWALKS MAY HAVE BEEN CONSTRUCTED SINCE THE SURVEY WAS COMPLETED. THIS NEW CONSTRUCTION IS NOT SHOWN ON THESE PLANS. PAYMENT WILL BE MADE FOR REPAIR OF DRIVEWAYS AND SIDEWALKS ACCORDING TO THE LINE ITEM AMOUNT IN THE SCHEDULE OF UNIT
- CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL CITY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL COMPLY WITH OSHA RULE 1926.

NOTE:

ALL OVERHEAD UTILITIES SHOWN IN THE PLANS ARE LESS THAN OR EQUAL TO 50KV.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY QLH DURING DESIGN									
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED			
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1
WATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
WASTEWATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
ELECTRIC DISTRIBUTION	FPL	MARIANNE DILLARD	(407) 328-1922	Marianne.Dillard@fpl.com	4/26/17				
ELECTRIC TRANSMISSION	FPL	PETE WASHIO	(561) 904-3693	peter.h.washio@fpl.com	4/26/17				
PHONE	AT&T FLORIDA	KIRBY SPENCER	(386) 257-7930	KS2488@att.com	4/26/17				
TV CABLE	BRIGHT HOUSE NETWORKS	BEN TWYMAN	(386) 527-6836	ben.twyman@mybrighthouse.com	4/26/17				
GAS	TECO GAS		(904) 545-8958		4/26/17				5/26/17
SIGNALIZATION	VOLUSIA COUNTY TRAFFIC ENGINEERING	MELISSA WINSETT	(386) 736-5968	mwinsett@volusia.org	4/26/17				
F.O. CABLE	LEVEL 3	MICHAEL NUNEZ	(888) 381-0402	michael.nunez@level3.com	4/26/17				

PAY ITEM 0101 1 MOBILIZATION

INCLUDES ALL COST ASSOCIATED WITH THE ESTABLISHING PROJECT CONTROL IN THE FIELD, INCLUDING STAKING BASELINE OF CONSTRUCTION AND ALL PROPOSED IMPROVEMENTS, AS WELL AS THE PRE/POET VIDEO AND AS-BUILT DRAWINGS.

PAY ITEM 0110 1 1 CLEARING AND GRUBBING

INCLUDES ALL COSTS ASSOCIATED WITH PROTECTION OF EXISTING TREES

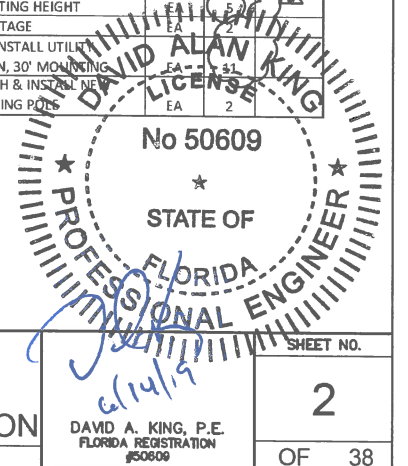
PAY ITEM 0570 1 2 PERFORMANCE TURF, SOD

INCLUDES ALL COSTS FOR MAINTAINING SOD, INCLUDING WATERING, MOWING AND LITTER REMOVAL IF REQUIRED, UNTIL SUCH TIME IT IS ESTABLISHED AND THE PROJECT IS FINALLY ACCEPTED.

PAY ITEM 0715 4 LIGHT POLE COMPLETE

INCLUDES ALL COSTS ASSOCIATED WITH USE OF VACUUM EXCAVATION TO VERIFY PROPOSED FOUNDATION LOCATIONS ARE CLEAR OF EXISTING UTILITIES PRIOR TO START OF FOUNDATION INSTALLATION

SUMMARY OF PAY ITEMS				
PAY ITEM	DESCRIPTION	UNIT	QTY	FINAL
0101 1	MOBILIZATION	LS	1	
0102 1	MAINTENANCE OF TRAFFIC	LS	1	
0110 1 1	CLEARING AND GRUBBING	LS	1	
0522 1	CONCRETE SIDEWALK (6" THICK - 2500 PSI), REMOVAL AND REPLACEMENT	SY	372.1	
0570 1 2	PERFORMANCE TURF, SOD	SY	378	
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	823	
0630 2 12	CONDUIT, F&I, DIRECTIONAL DRILL	LF	87	
0635 2 11	PULL BOX, F&I, 13"x24" COVER SIZE (TRAFFIC RATED)	EA	79	
0639 1121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	EA	2	
0715 4 70	LIGHT POLE COMP, REMOVE POLE AND FOUNDATION	EA	3	
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	26181	
0715 4 11	LIGHT POLE COMPLETE, F&I, STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	37	
0715 4 21	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	9	
0715 4 31	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	5	
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	
0715 4 41	LIGHT POLE COMPLETE, FURNISH & INSTALL UTILITY CONFLICT POLE, SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, LUMINAIRE & BRACKET ARM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	31	
0715 5 31	LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
4	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				



CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0298.1

SUMMARY OF PAY
ITEMS AND NOTES
WITH TYPICAL SECTION

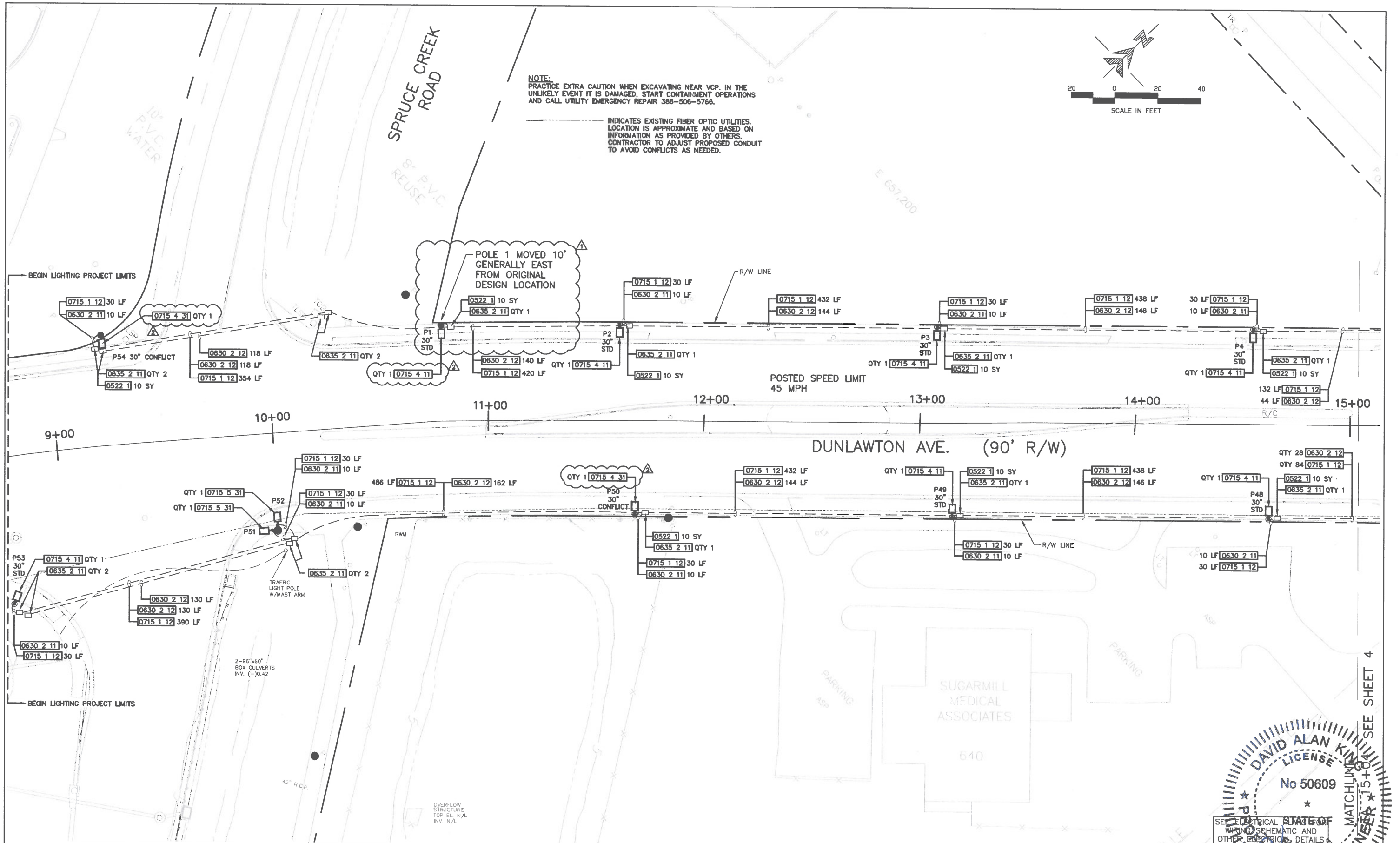
DRAWN BY: ADK

DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609

SHEET NO.

2

OF 38



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS

QLH
A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

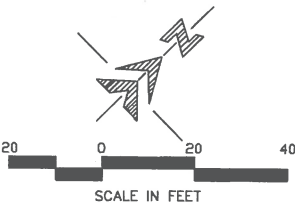
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1

ROADWAY PLAN
STA. 9+00 - STA. 15+00
DRAWN BY: ADK

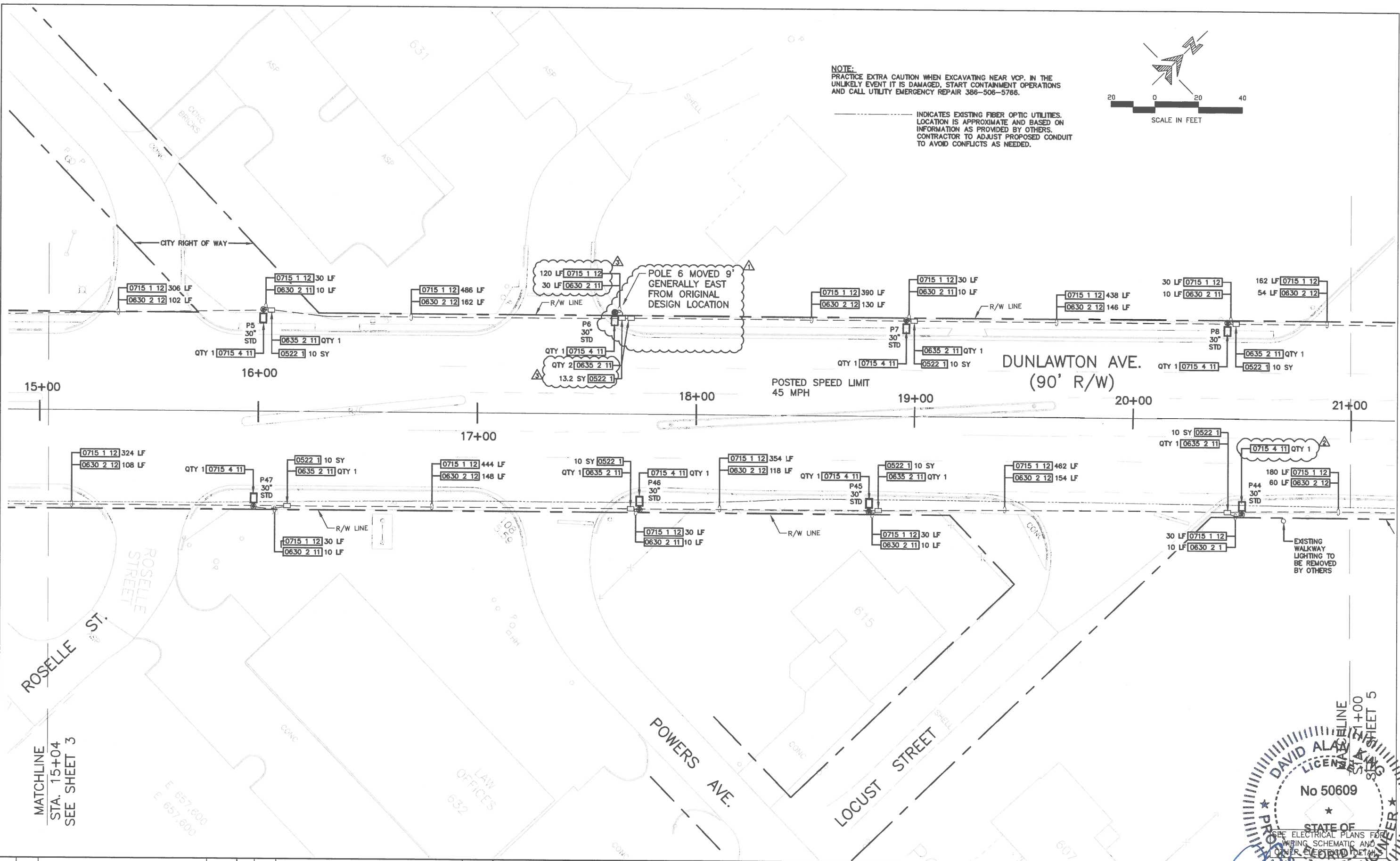
DAVID ALAN KING
LICENSE
No 50609
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
MATCHLINE SEE SHEET 4
3
OF 38

SEE ELECTRICAL WIRING SCHEMATIC AND OTHER ELECTRICAL DETAILS

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.



INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
INFORMATION AS PROVIDED BY OTHERS.
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 15+04
SEE SHEET 3

DAVID ALAN KING
LICENSED PROFESSIONAL ENGINEER
No 50609
STATE OF FLORIDA
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS
SHEET 4
OF 38

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

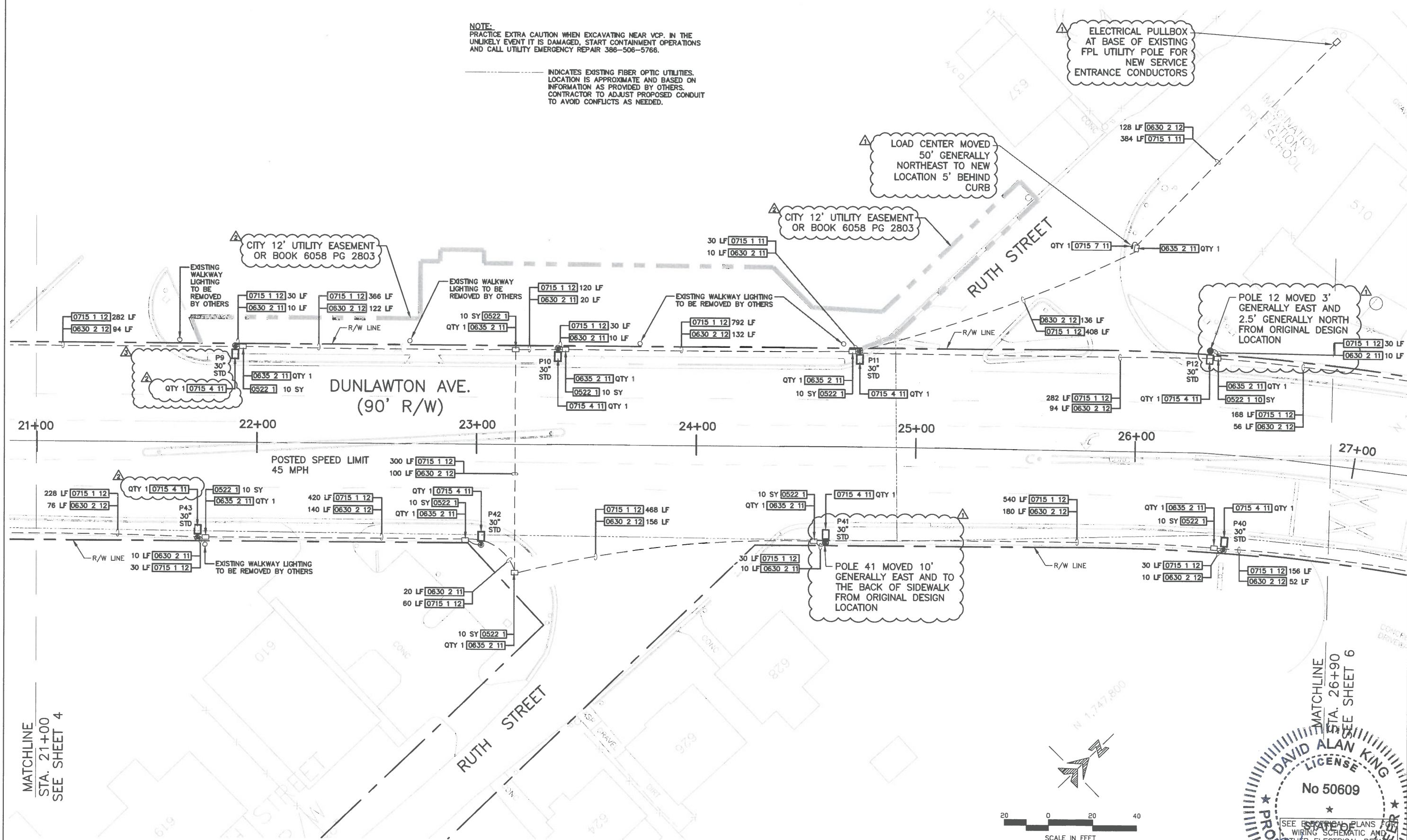
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ROADWAY PLAN
STA. 15+00 - STA. 21+00

PROJECT No. P0298.1
DRAWN BY: ADK

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
INFORMATION AS PROVIDED BY OTHERS.
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 21+00
SEE SHEET 4

MATCHLINE
STA. 26+90
SEE SHEET 6

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

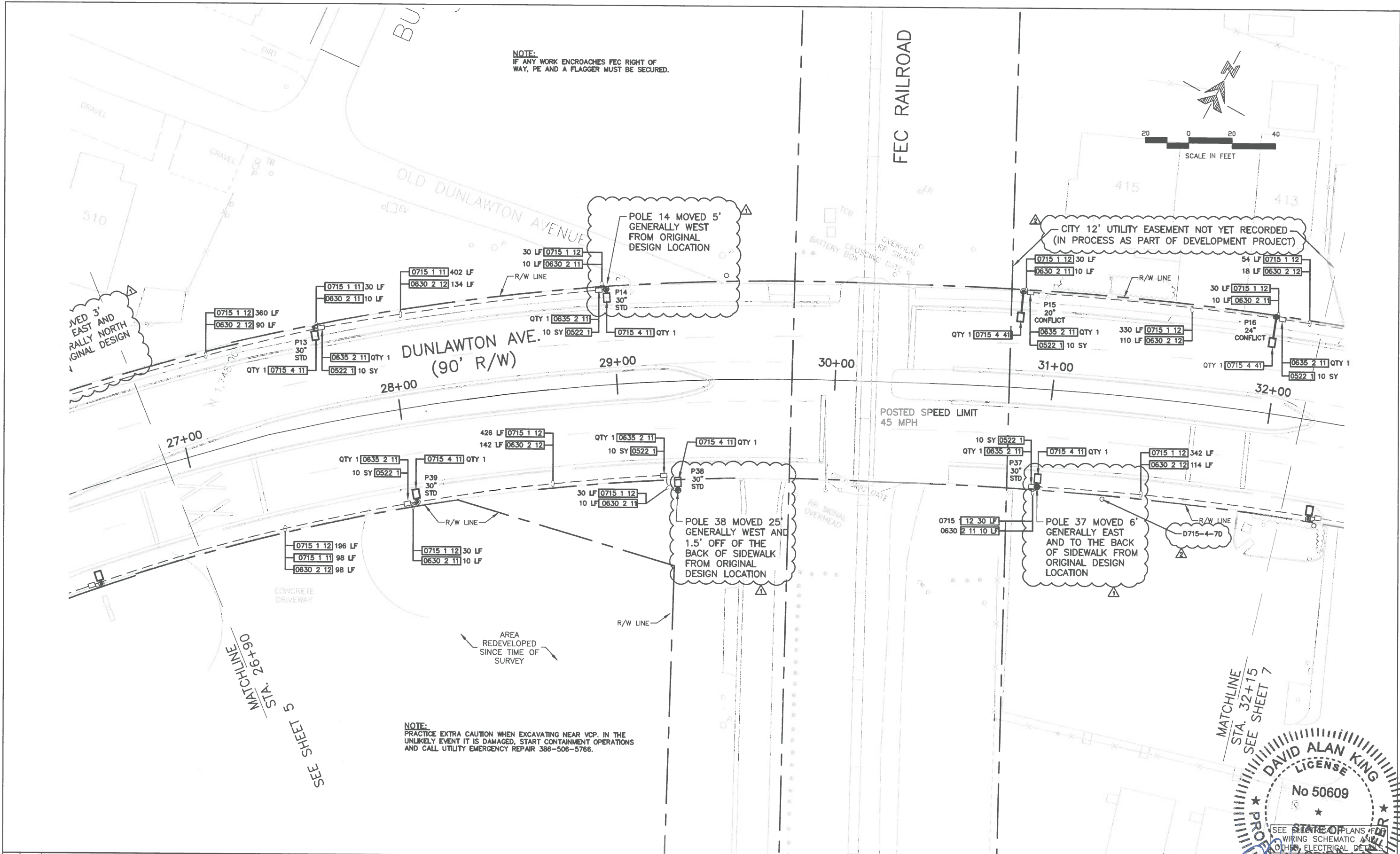
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 21+00 - STA. 27+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
PROFESSIONAL ENGINEER
FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	DATE

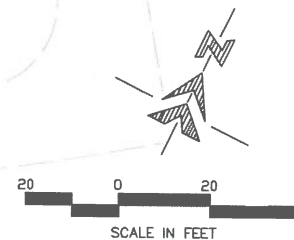
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 27+00 - STA. 32+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
STATE OF FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609
OF 38



NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

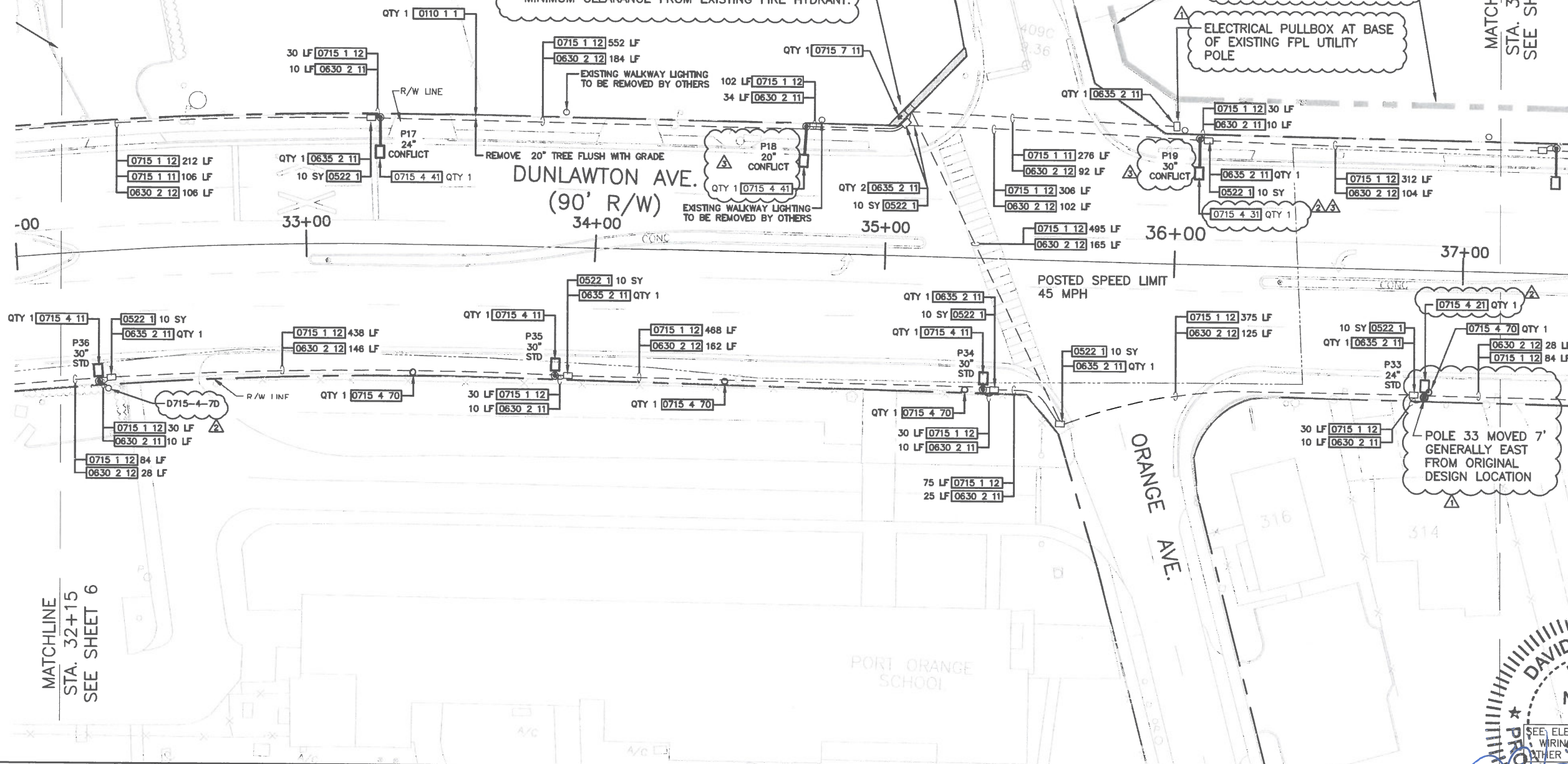
INDICATES EXISTING FIBER OPTIC UTILITIES. LOCATION IS APPROXIMATE AND BASED ON INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR TO ADJUST PROPOSED CONDUIT TO AVOID CONFLICTS AS NEEDED.

REVISED LOAD CENTER LOCATION. REMOVE 2'11"x28'6" EXISTING SIDEWALK. CENTER NEW LOAD CENTER IN FIRST 12'4" OF REMOVED SIDEWALK. USE ONLY 2'0" OF THE 2'11" REMOVED. MAINTAIN 5' MINIMUM CLEARANCE FROM EXISTING FIRE HYDRANT.

CITY 12' UTILITY EASEMENT OR BOOK 7220 PG 3537

ELECTRICAL PULLBOX AT BASE OF EXISTING FPL UTILITY POLE

MATCHLINE
STA. 37+13
SEE SHEET 8



MATCHLINE
STA. 32+15
SEE SHEET 6

QLH
A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

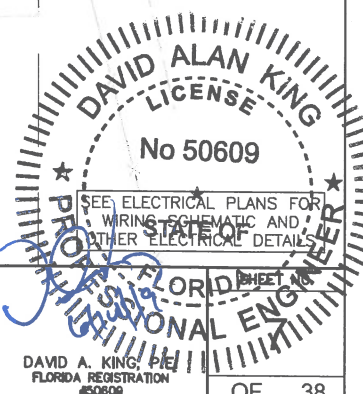
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**

ROADWAY PLAN
STA. 32+00 - STA. 37+00

PROJECT No. P0298.1

DRAWN BY: ADK

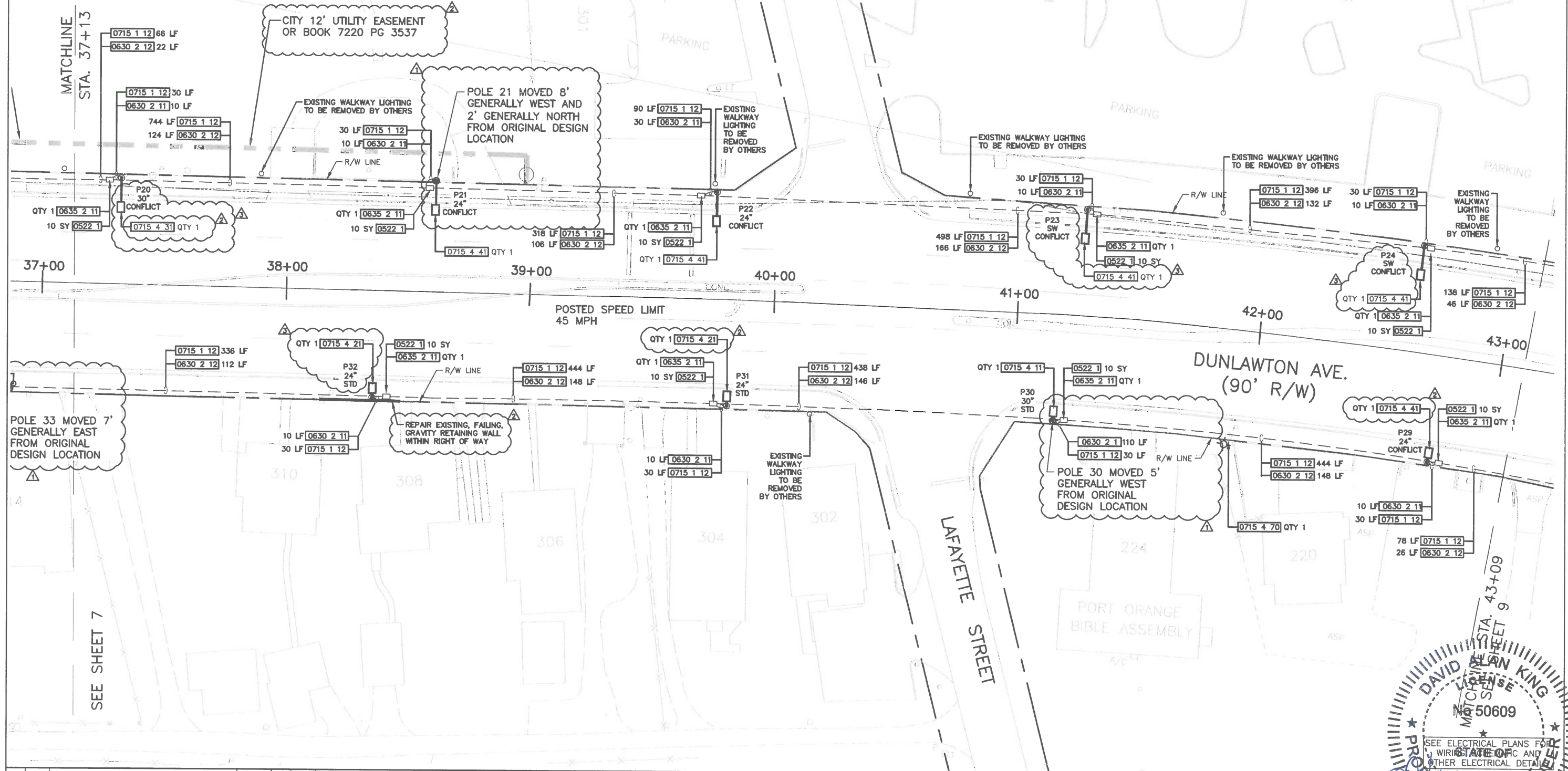


NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5786.

INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
INFORMATION AS PROVIDED BY OTHERS.
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.

20 0 20 40
SCALE IN FEET



ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19					
ADK	CONFORMED TO FIELD CONDITIONS	4-17-19					
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19					
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

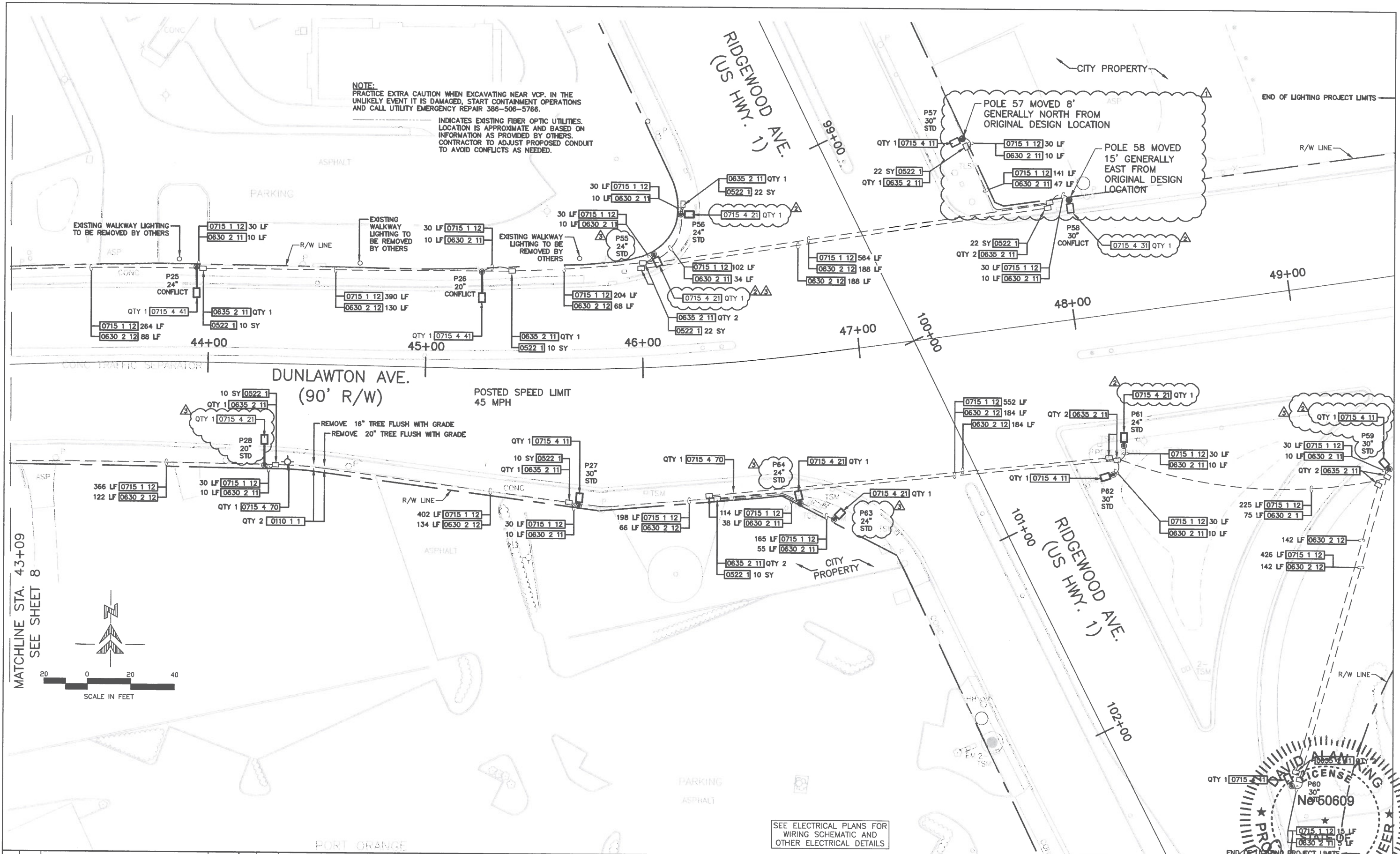
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0298.1

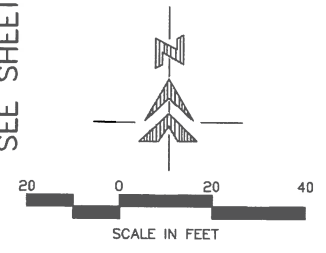
ROADWAY PLAN
STA. 37+00 - STA. 43+00

DRAWN BY: ADK

DAVID A. KING
P.E.
FLORIDA REGISTRATION
No. 50609
SEE ELECTRICAL PLANS FOR
WIRING, SCHED. AND
OTHER ELECTRICAL DETAILS
DAVID A. KING, P.E.
FLORIDA REGISTRATION
No. 50609
OF 38



MATCHLINE STA. 43+09
SEE SHEET 8



ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19			
ADK	CONFORMED TO FIELD CONDITIONS	4-17-19			
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19			
NO.	BY	REVISIONS	DATE	NO.	BY

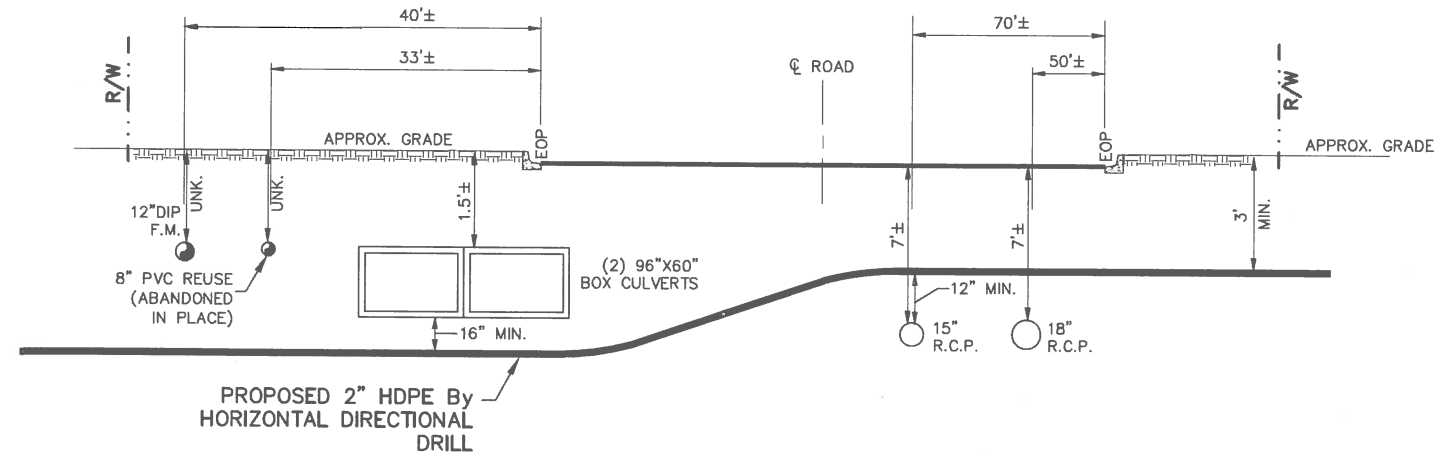
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P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

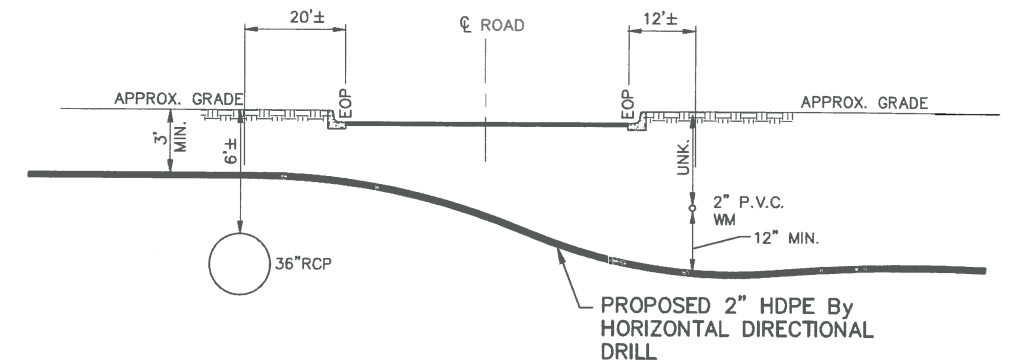
**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

**ROADWAY PLAN
STA. 43+00 - STA. 49+00**
DRAWN BY: ADK

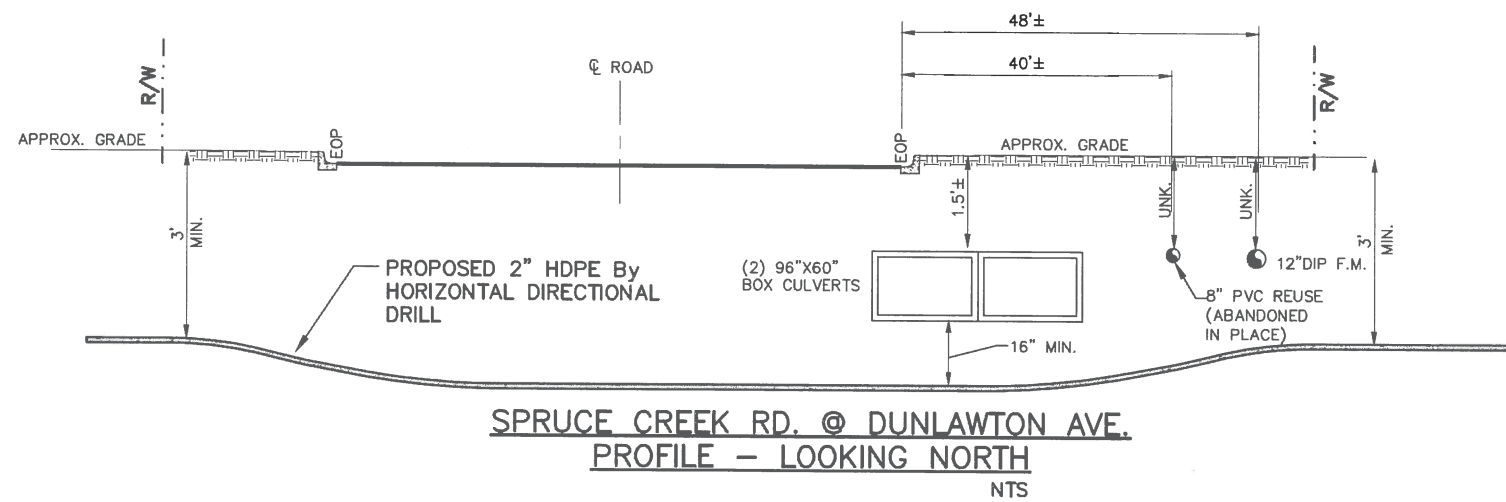
DAVID A. KING
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION #50609
OF 38



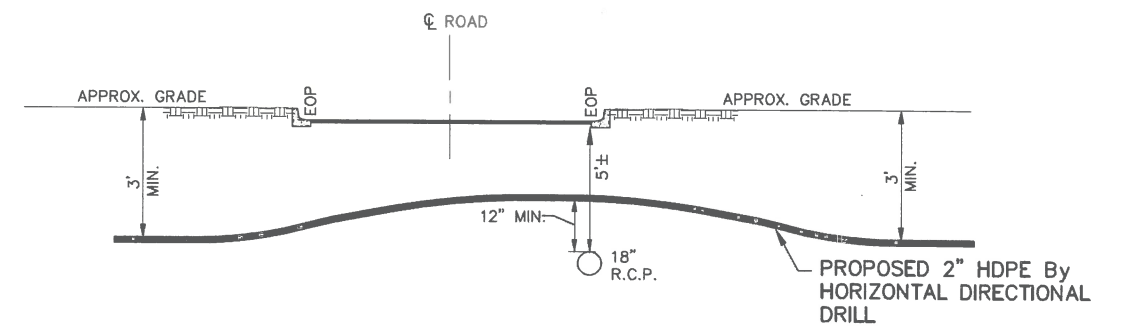
SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

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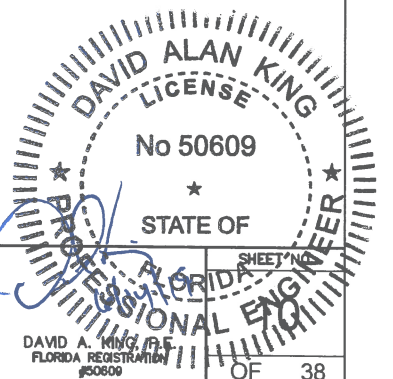
CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

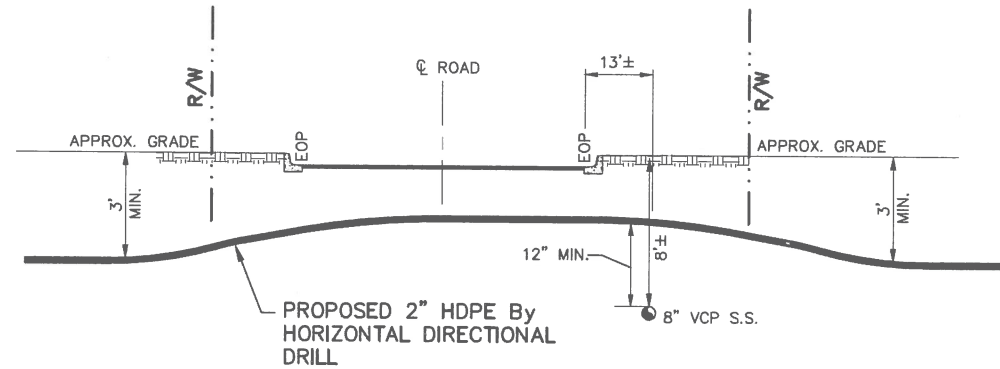
PROJECT No. P0298.1

HDD PROFILES AT
SIDESTREETS

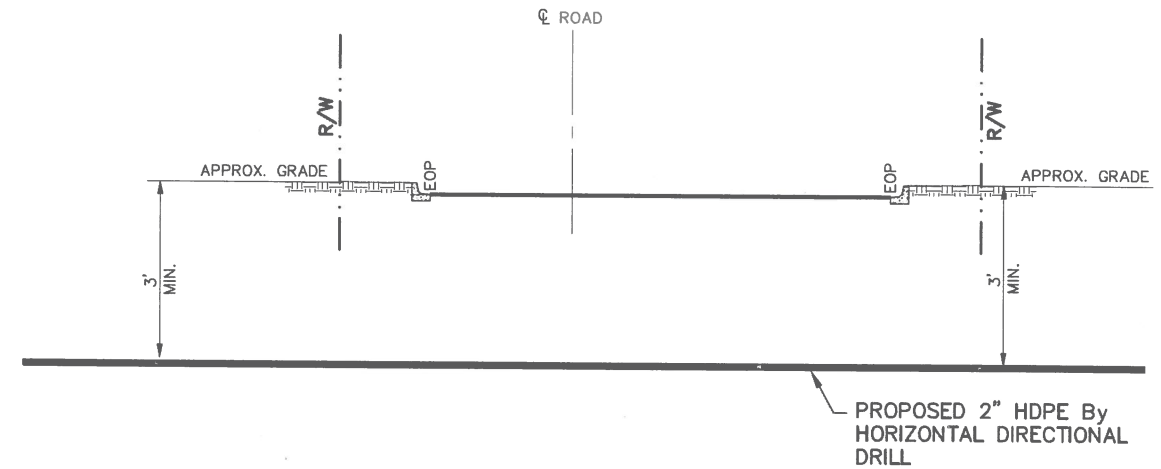
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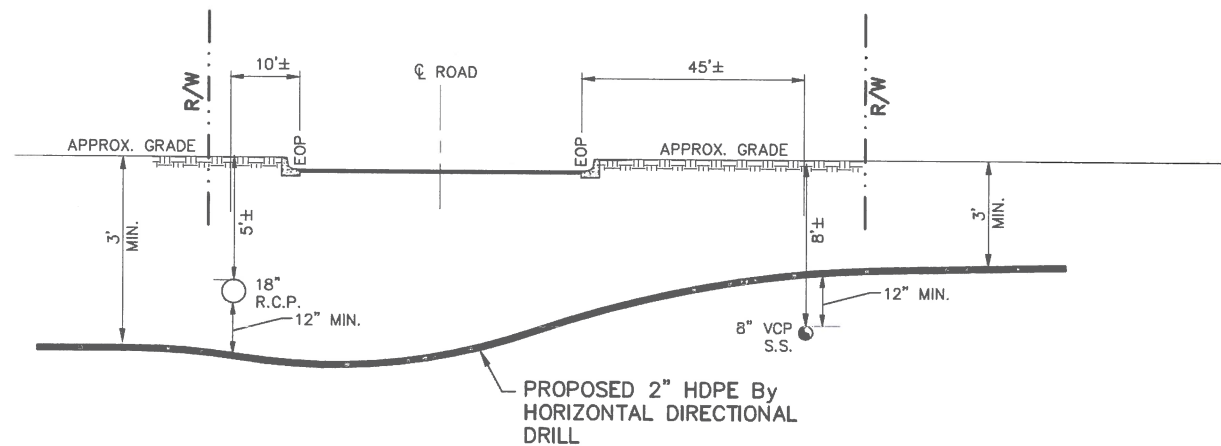
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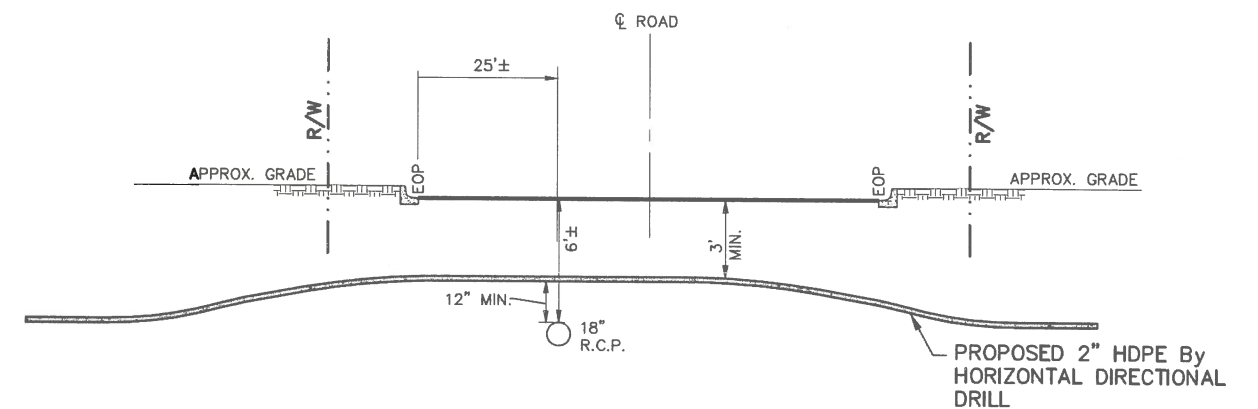
POWERS AVE. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



LOCUST ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



POWERS AVE. @ DUNLAWTON AVE. CROSS
SECTION-LOOKING NORTH
 NTS



CARAMEL AVE. (THE CLUB AT SUGAR MILL)
@ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

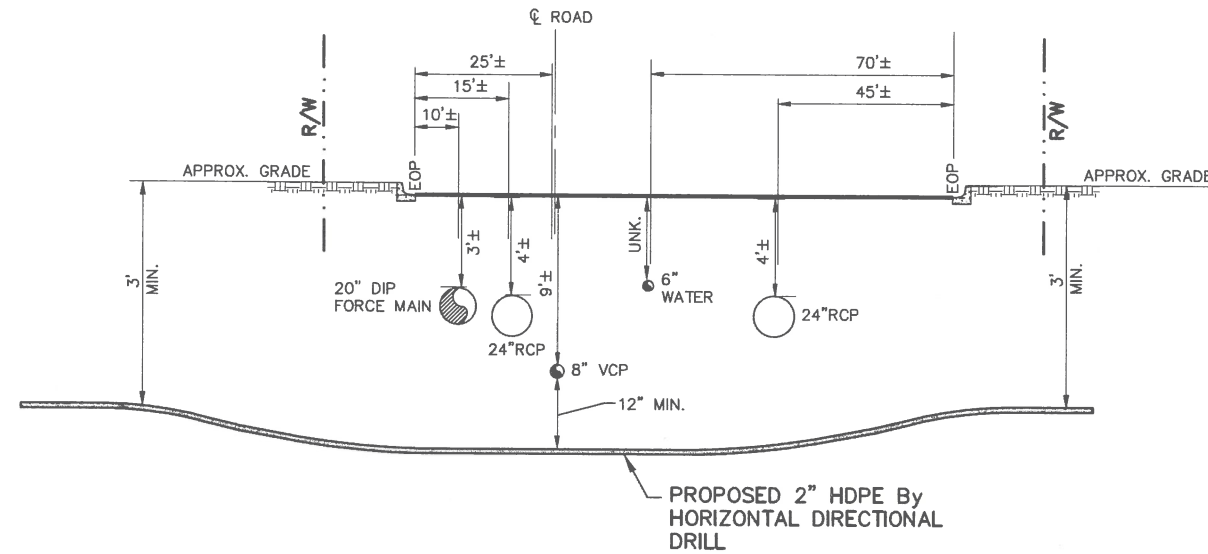
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CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

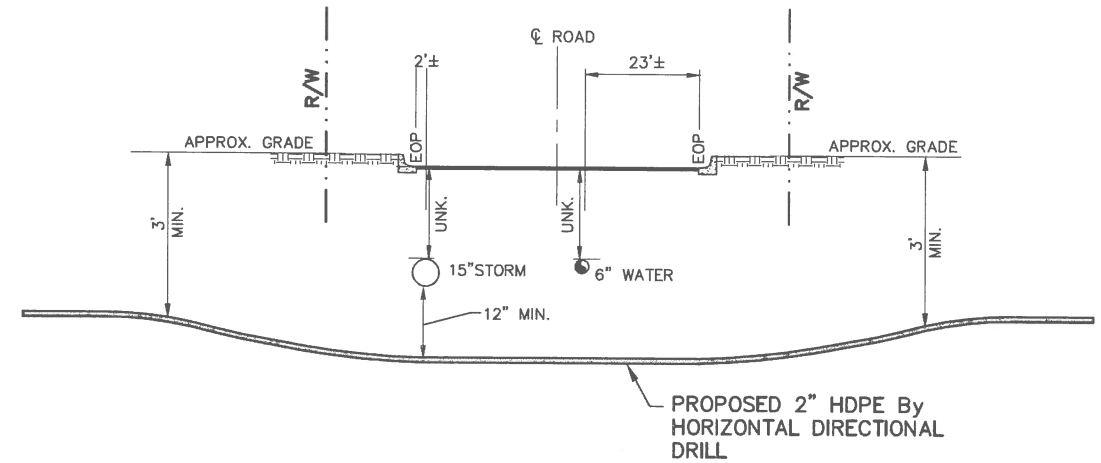
S.R. 421
 (DUNLAWTON AVENUE)
STREET LIGHTING
 PROJECT No. P0298.1

HDD PROFILES AT
 SIDESTREETS
 DRAWN BY: ADK

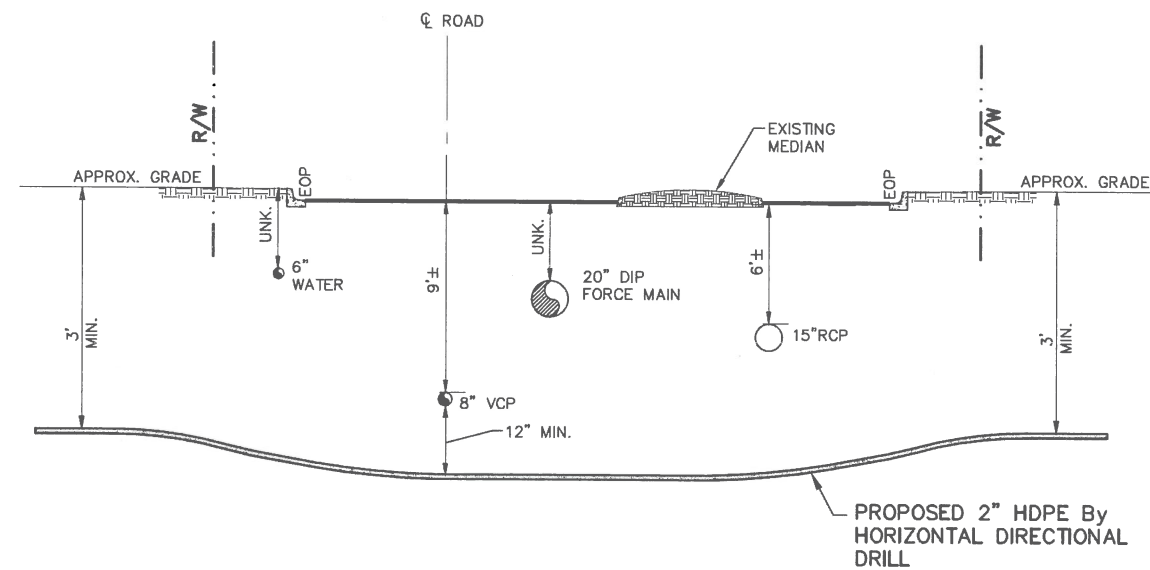
DAVID ALAN KING
 LICENSE
 No 50609
 STATE OF
 FLORIDA
 PROFESSIONAL ENGINEER
 DAVID A. KING, P.E.
 FLORIDA REGISTRATION
 #50609
 OF 38



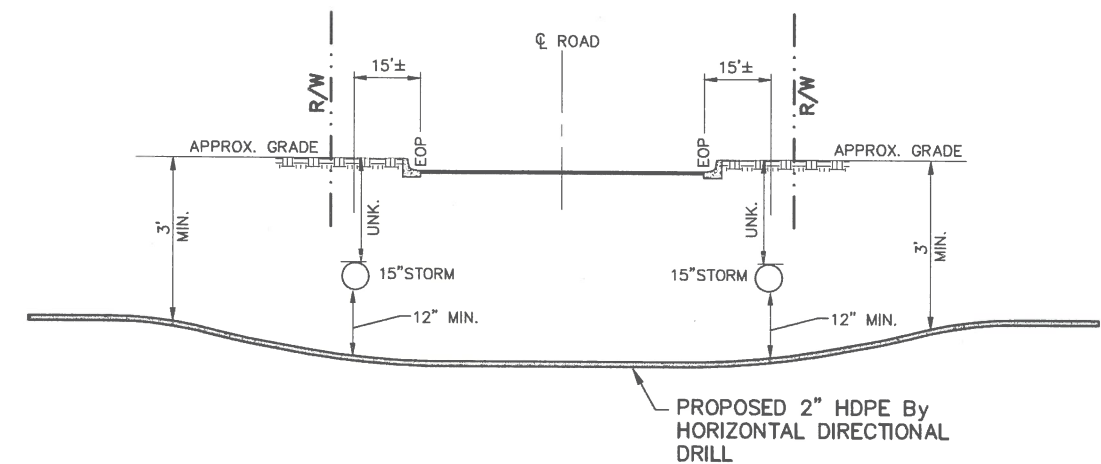
RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

QLH

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 P.O. BOX 290247, PORT ORANGE, FL 32129-0247

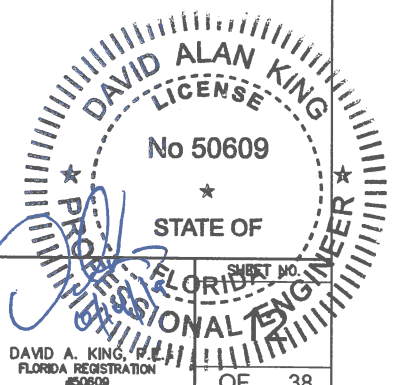
CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

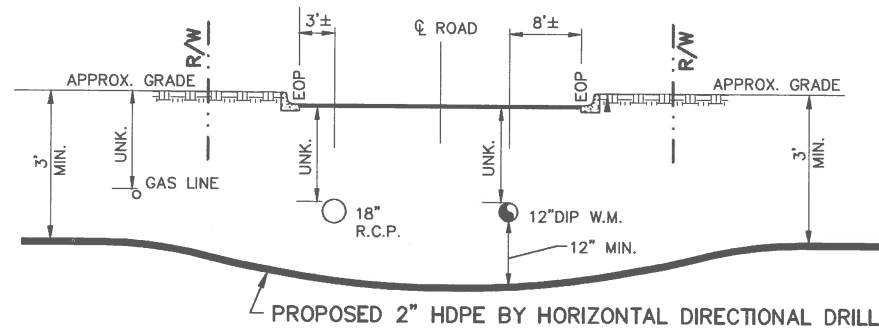
HDD PROFILES AT
SIDESTREETS

PROJECT No. P0298.1

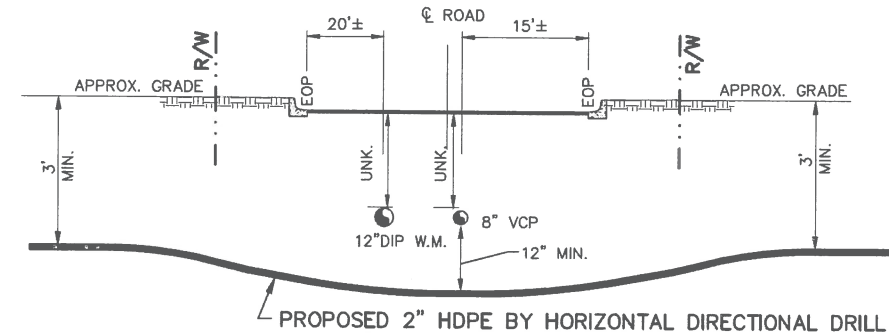
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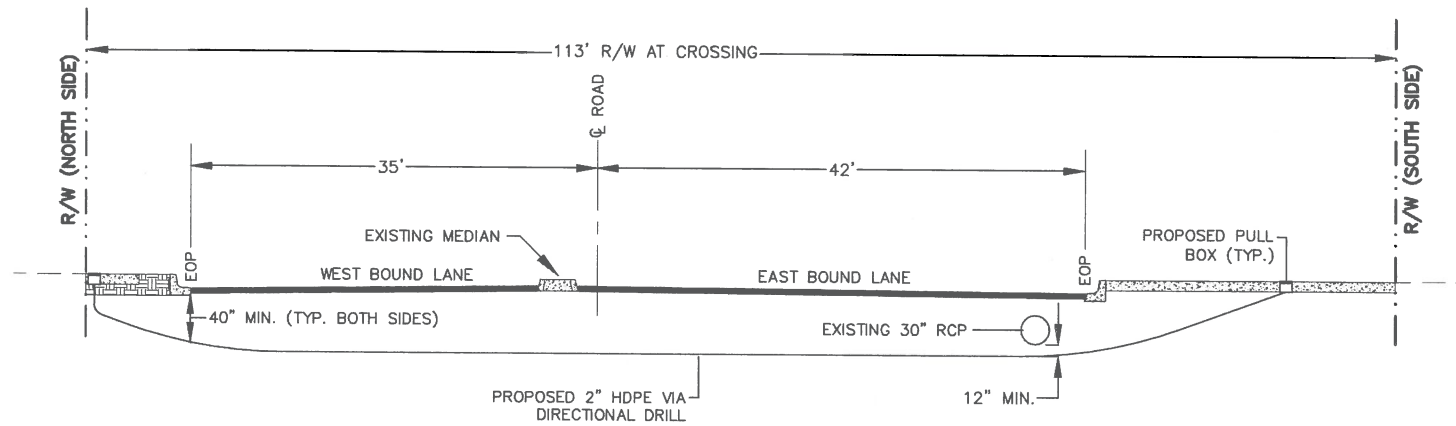
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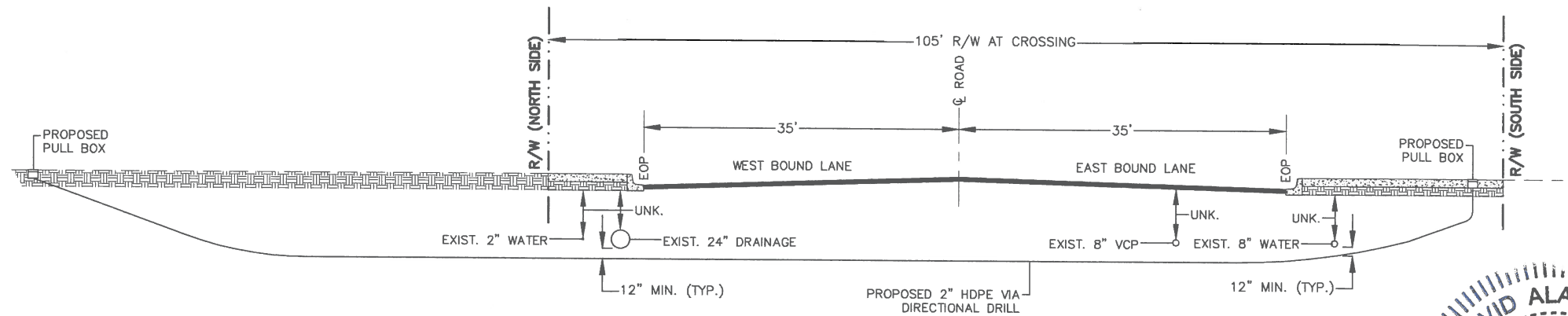
LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



SECTION AT CROSSING STA. 23+18
LOOKING EAST
NTS



SECTION AT CROSSING STA. 35+47
LOOKING EAST
NTS

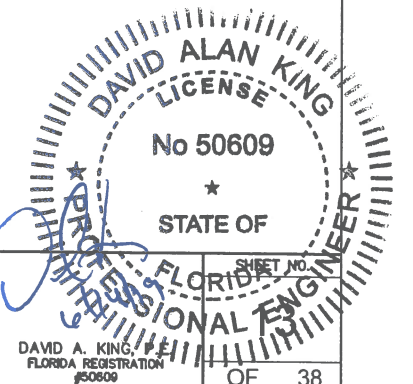
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

HDD PROFILES AT
SIDEStreETS



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

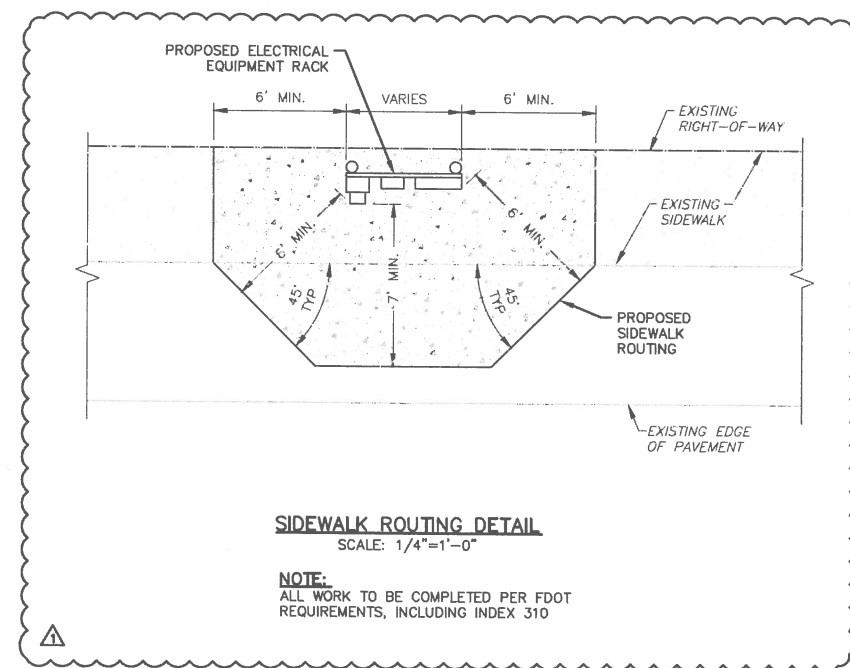
PROJECT No. P0298.1

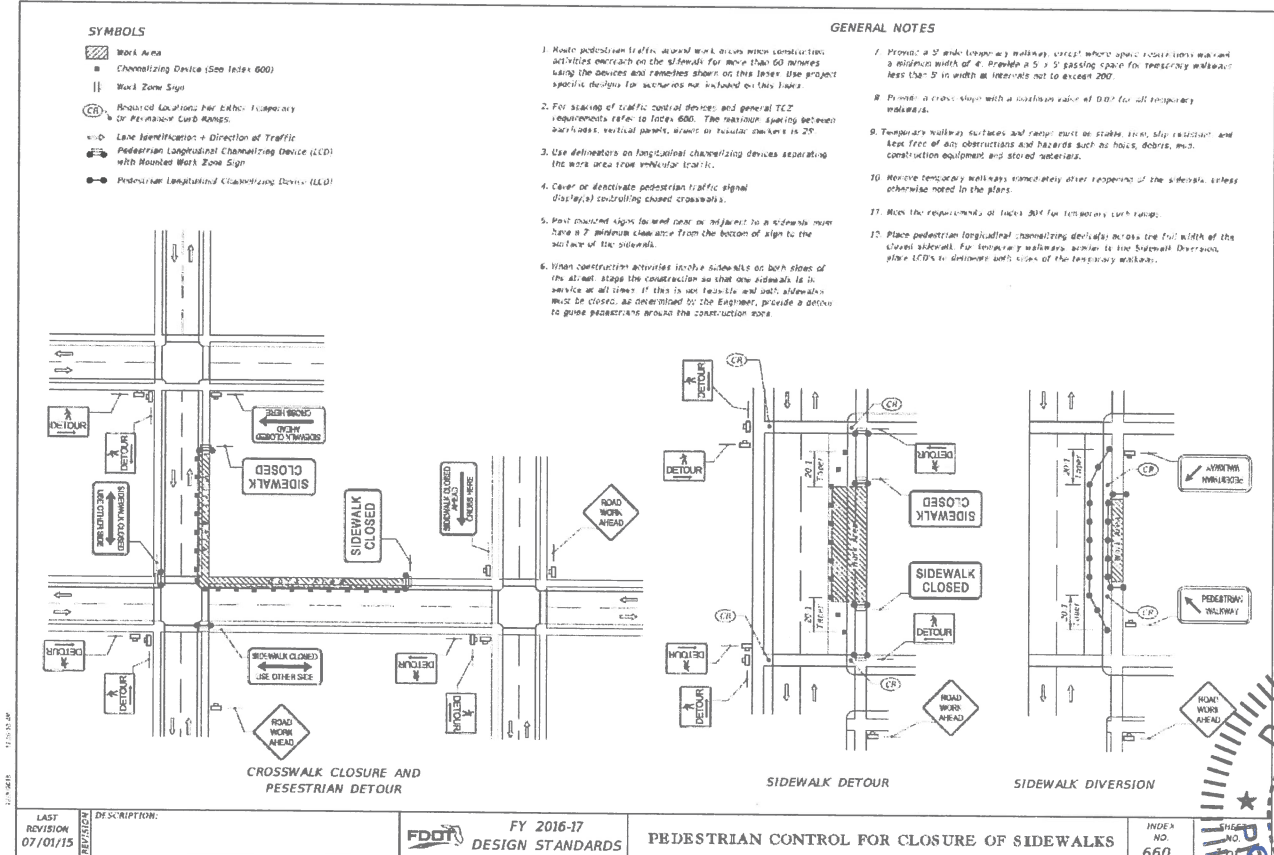
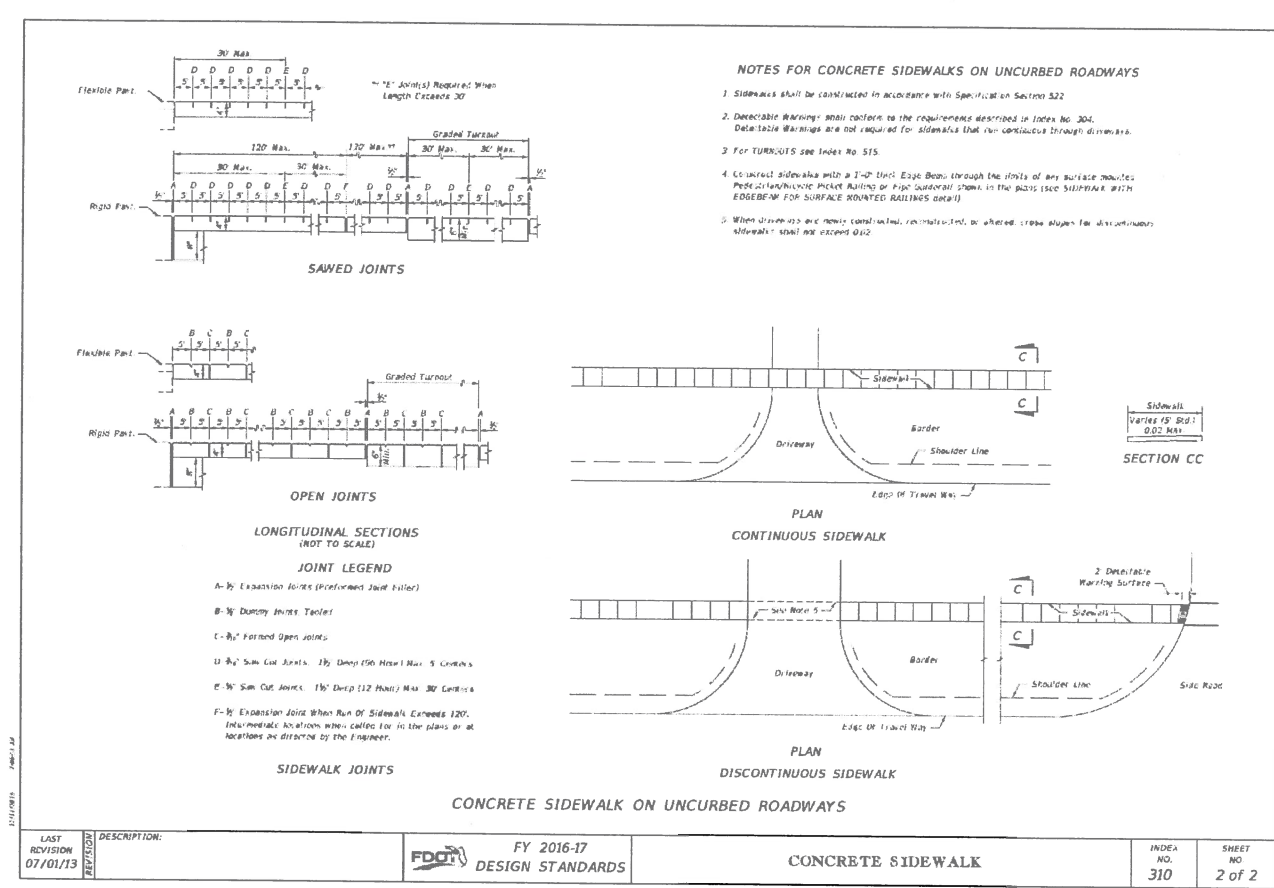
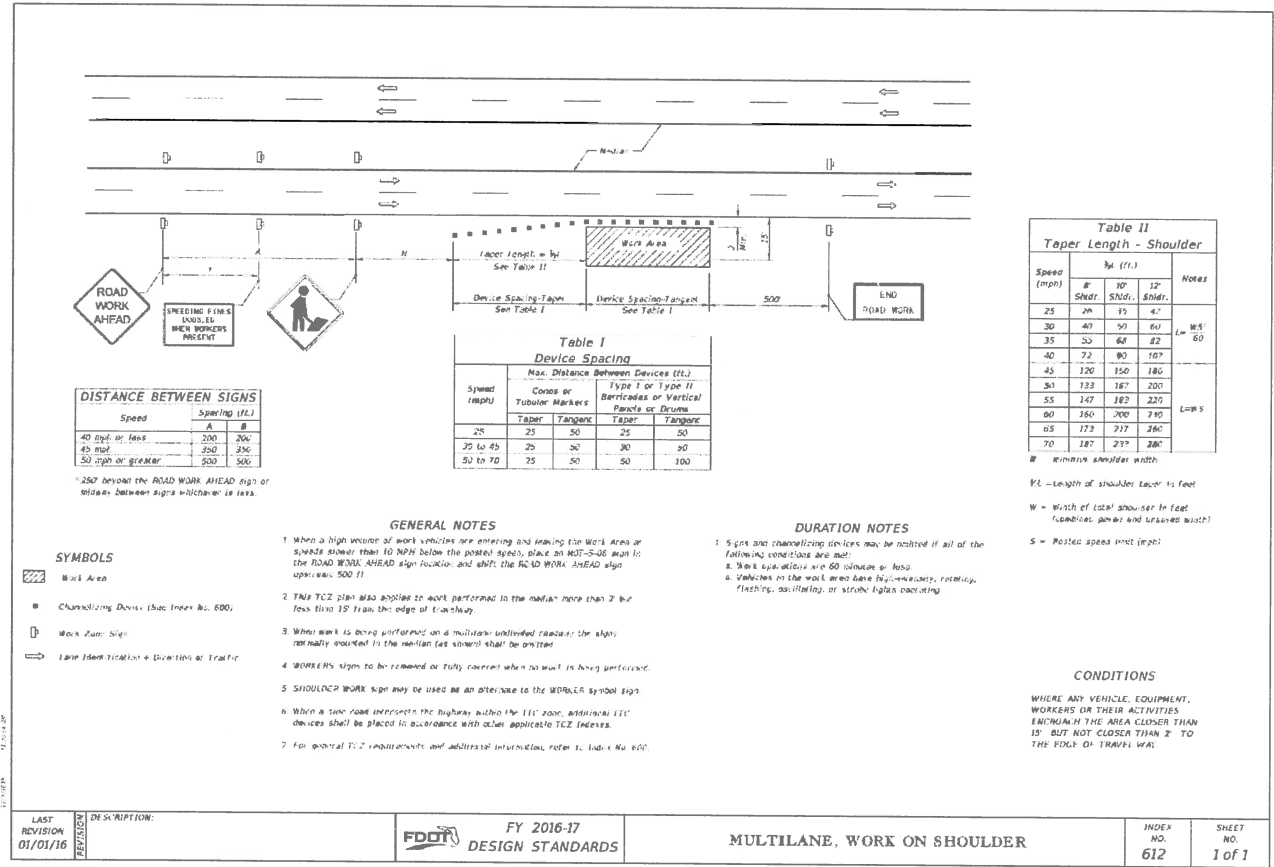
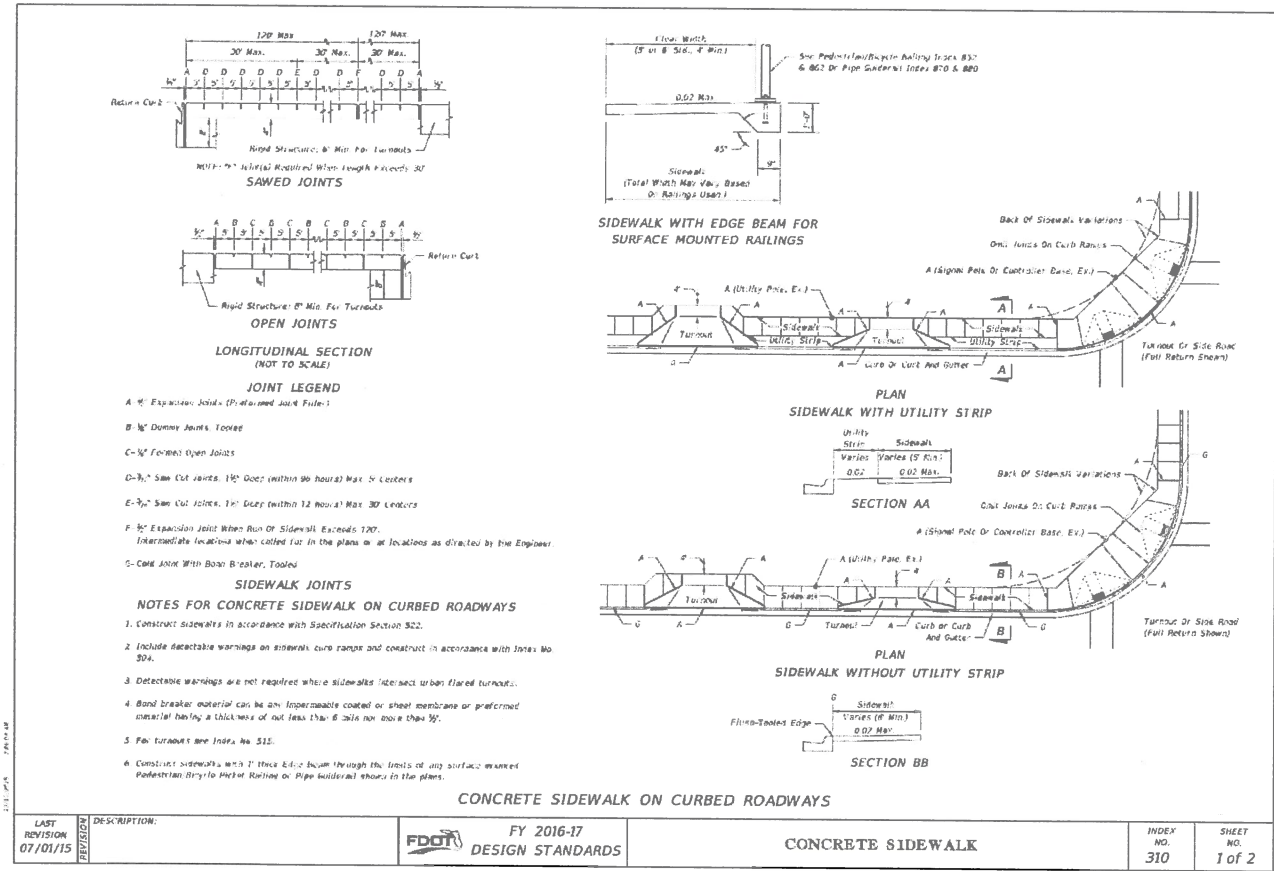
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SHEET NO.
OF 38

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS	
MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

CHART FROM SECTION 555-3.3 PG. 766 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018 EDITION.





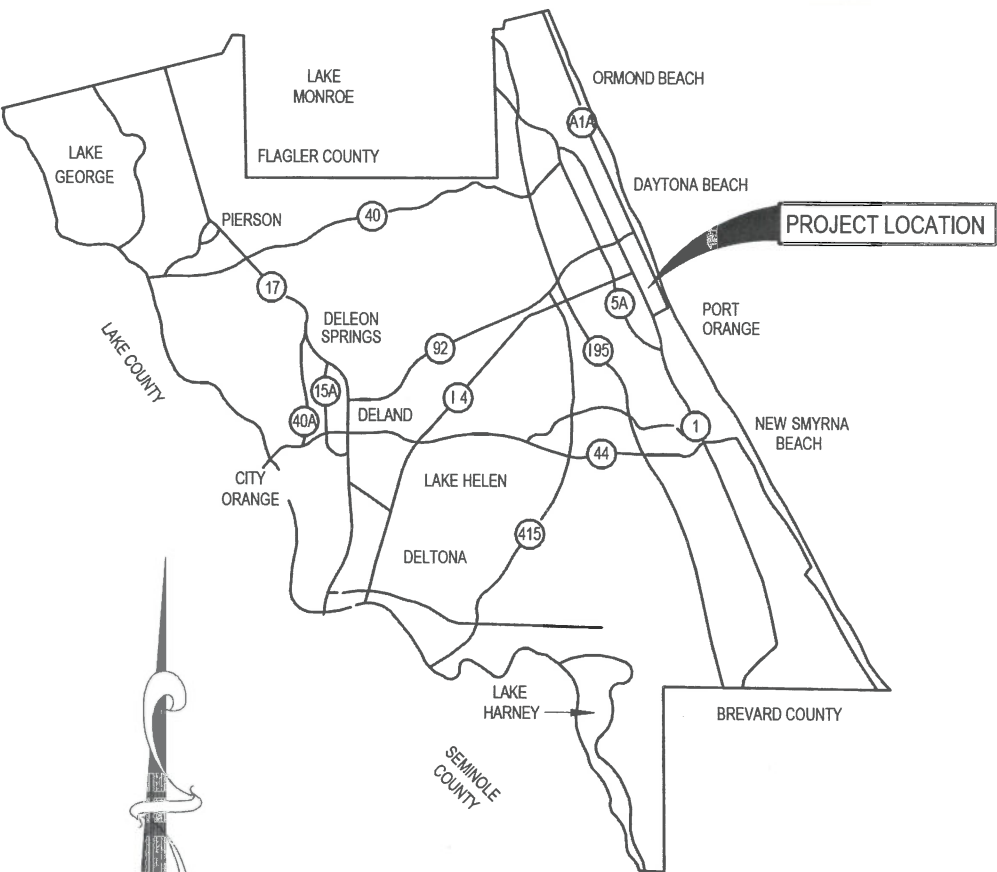
ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
S _a	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
WP	GFI RECEPTACLE. WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
	PHOTOCELL, MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN TORK 2100 SERIES.
SPD	SURGE PROTECTION DEVICE
T	TRANSFORMER
	FUSED DISCONNECT SWITCH, SIZE AS NOTED
	ELECTRIC UTILITY COMPANY METER
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	GROUND ROD 3/4" x 20'
	CONDUIT STUB
	CONDUIT CONTINUED
	UNDERGROUND CONDUIT

LIGHTING

	LED FIXTURE MOUNTED ON POLE.
	LED FIXTURE MOUNTED ON FPL CONFLICT POLE WITH 10' ARM.



COUNTY MAP

PROJECT START

PROJECT END



VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E-001	ELECTRICAL SYMBOL LEGEND
E-002	ELECTRICAL GENERAL NOTES
E-003	ELECTRICAL GENERAL NOTES
E-004	OVERALL STREET LIGHTING PLAN
E-101	ELECTRICAL PLAN - AREA 1
E-102	ELECTRICAL PLAN - AREA 2
E-103	ELECTRICAL PLAN - AREA 3
E-104	ELECTRICAL PLAN - AREA 4
E-105	ELECTRICAL PLAN - AREA 5
E-106	ELECTRICAL PLAN - AREA 6
E-107	ELECTRICAL PLAN - AREA 7
E-108	ENLARGED ELECTRICAL PANEL PLANS
E-201	INTERSECTION 1 & 2 LIGHTING
E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
E-302	ELECTRICAL PANEL SCHEDULE
E-303	POLE DATA SCHEDULE
E-304	POLE DATA SCHEDULE
E-305	ELECTRICAL ONE-LINE DIAGRAMS
E-306	ELECTRICAL DETAILS
E-307	ELECTRICAL DETAILS
E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL

874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com
TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE

Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlh.com (386) 761-6616

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL SYMBOL LEGEND

DRAWN BY: DRS

M. MONCEFI
Florida License
No. 48022
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

December 13, 2018

SHEET NO.
E-001
OF 38

GENERAL NOTES:

1. ALL WORK AND EQUIPMENT UNDER DIVISION 26 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.

1. STATE OF FLORIDA.
2. LIFE SAFETY CODE - NFPA 101.
3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
6. NATIONAL ELECTRICAL CODE - NFPA 70.
7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
8. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA).
9. REQUIREMENTS OF LOCAL POWER COMPANY.
10. 2014 FLORIDA BUILDING CODE.
11. THE AMERICANS WITH DISABILITIES ACT (ADA)
12. FLORIDA ACCESSIBILITY CODE.
13. CITY LOCAL CODES.
2. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
3. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
4. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR. WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS. PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
5. PROVIDE 18" LONG (MIN). CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED. AT CABLE TRAYS, PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE.

2"C = 10 CABLES
2 1/2"C = 20 CABLES
3"C = 30 CABLES
4"C = 50 CABLES

6. ALL BRANCH CIRCUIT HOMERUNS SHALL BE ROUTED IN 3/4"C. MINIMUM.
7. RECEPTACLES SHALL BE LOCATED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED. ABOVE-COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE UNLESS NOTED OTHERWISE.
8. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED, WITH APPROPRIATE NEMA ENCLOSURE RATING.

A. WORKING CLEARANCES AND DEDICATED SPACE FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.
9. ALL DEVICES SHALL BE MOUNTED VERTICAL, UNLESS OTHERWISE NOTED.
10. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.
11. ALL BRANCH CIRCUIT CONDUITS SHALL CONTAIN A MINIMUM OF (2) #12AWG INSULATED COPPER CONDUCTORS, PLUS A MINIMUM OF (1) #12AWG GROUND WIRE UNLESS OTHERWISE NOTED. ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE INDIVIDUAL NEUTRAL CONDUCTORS.
12. LOCATIONS OF EQUIPMENT SPECIFIED BY OTHER TRADES OR PROVIDED BY OWNER ARE APPROXIMATE. COORDINATE EXACT LOCATIONS IN FIELD PRIOR TO ROUGHING IN AND ROUTING CONDUIT.
13. CONTRACTOR SHALL UPSIZE FEEDER AND BRANCH CIRCUIT WIRE SIZE AS REQUIRED TO COMPENSATE VOLTAGE DROP FROM LENGTHENING OF CIRCUITS DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL MEET FLORIDA BUILDING CODE REQUIREMENT OF: MAXIMUM BRANCH CIRCUIT VOLTAGE DROP OF 3%.
14. CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION..
15. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2014 FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE (2010) AND ALL LOCAL CODES AND ORDINANCES.
16. WIND LOADS: PER FLORIDA BUILD CODE 2014 EDITION, SECTION 1609. ULTIMATE DESIGN WIND SPEED, VULT = 140 MPH (3 SEC. GUST RISK CATEGORY II EXPOSURE = D.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.

18. REFER TO VOLTAGE DROP CHART BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS.

120 VOLT
CIRCUIT LENGTH
0 - 70'
71' - 115'
116' - 180'

MIN. CONDUCTOR
UP SIZE FOR VOLTAGE DROP
#12 AWG
#10 AWG
#8 AWG

181' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

240 VOLT
CIRCUIT LENGTH
0' - 140'
141' - 220'
221' - 350'

MIN. CONDUCTOR
UP SIZE FOR VOLTAGE DROP
#12 AWG
#10 AWG
#8 AWG

351' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

19. CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS TO OBTAIN TEMPORARY ELECTRICAL SERVICE.

20. CONTRACTOR SHALL PROVIDE MAIN BREAKER SETTINGS AND ALL ADJUSTABLE BREAKER SETTINGS. PROVIDE AND SUBMIT COORDINATION STUDY SHOWING COORDINATION BETWEEN MAIN BREAKER(S) AND THE REST OF POWER DISTRIBUTION. PROVIDE ADJUSTABLE BREAKER OR AMPACITY LARGER THAN 100A.

21. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS, BACK BOXES, RACEWAYS, SLEEVES, SITE CONDUIT DUCT BANKS AND MANHOLES FOR THE TELECOMMUNICATIONS SYSTEM. THE STRUCTURED CABLING CONTRACTOR (SCC) SHALL PROVIDE AND INSTALL THE WIRE AND CABLE FOR THE SYSTEMS THEY ARE INSTALLING. THE SCC SUPERVISE THE CONDUIT INSTALLATION AND VERIFY EXACT BACK BOX LOCATIONS AND CONDUIT STUB-UP LOCATIONS IN THE EQUIPMENT ROOMS.

22. EQUIPMENT SHUTDOWN RELAY SHALL BE LOCATED WITHIN 3 FEET OF THE EQUIPMENT CONTROLS AND THE WIRING TO THE RELAY SHALL BE MONITORED.

23. COORDINATION DRAWINGS
THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.
- NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.
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|-----|----|------------------------------------|------------|
| 4 | | CONFORMED TO POLES AND FOUNDATIONS | 06-13-2019 |
| 3 | | CONFORMED TO FIELD CHANGES | 04-17-2019 |
| 2 | | LIGHT POLE COORDINATION | 01-30-2019 |
| 1 | | TLC VOLTAGE REVISION | 12-13-2018 |
| NO. | BY | REVISIONS | DATE |
- QLH

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Civil & Environmental Engineers
www.QLHA.com (386) 761-9810

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- CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL GENERAL NOTES

M. MONCEI
Florida Lic
No 48022

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PROFESSIONAL ENGINEER

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E-002
OF 38

GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".
25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:
A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 1.55 SF
B. WEIGHT: 75 LB.
26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.
27. CONSTRUCTION:
A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TB1-17).
c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.
28. COATINGS/FINISH:
A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2329
C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123
29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING DESIGN VALUES			
LIGHTING LEVEL	MAX/MIN RATIO	AVG/MIN RATIO	VEILING LUMINANCE RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS	.3:1 OR LESS

31. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
G. BOLTS, NUTS AND WASHERS:
a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
c. WASHER: ASTM F436 TYPE 1
H. ANCHOR BOLTS, NUTS, AND WASHERS:
a. ANCHOR BOLTS: ASTM F1554 GRADE 55
b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1
L. REINFORCING STEEL: SPECIFICATION SECTION 4153. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
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a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
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c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1, 3000 PSI
L. REINFORCING STEEL: SPECIFICATION SECTION 415

32. FABRICATION:
A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
B. UPRIGHT SPLICES: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11"X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
E. PROVIDE 'J', 'S' OR 'C' HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
H. EMBEDDED JUNCTION BOXES (EJB):
a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
b. HOT DIP GALVANIZE AFTER FABRICATION.
c. PROVIDE A WATERTIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AND ULTIMATE MOMENT CAPACITY OF 36 KIP*FT IN THE STRONG AXIS AND 30 KIP*FT IN THE WEAK AXIS.
b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP*FT IN THE STRONG AXIS AND 37 KIP*FT IN THE WEAK AXIS.
c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4"X 6" (MIN.) HANDHOLE LOCATED 1'-6" ABOVE THE BASE PLATE.
J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL.)
a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG.
b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
d. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
1. FINANCIAL PROJECT ID
2. POLE HEIGHT
3. MANUFACTURER'S NAME

33. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.

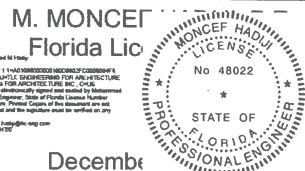
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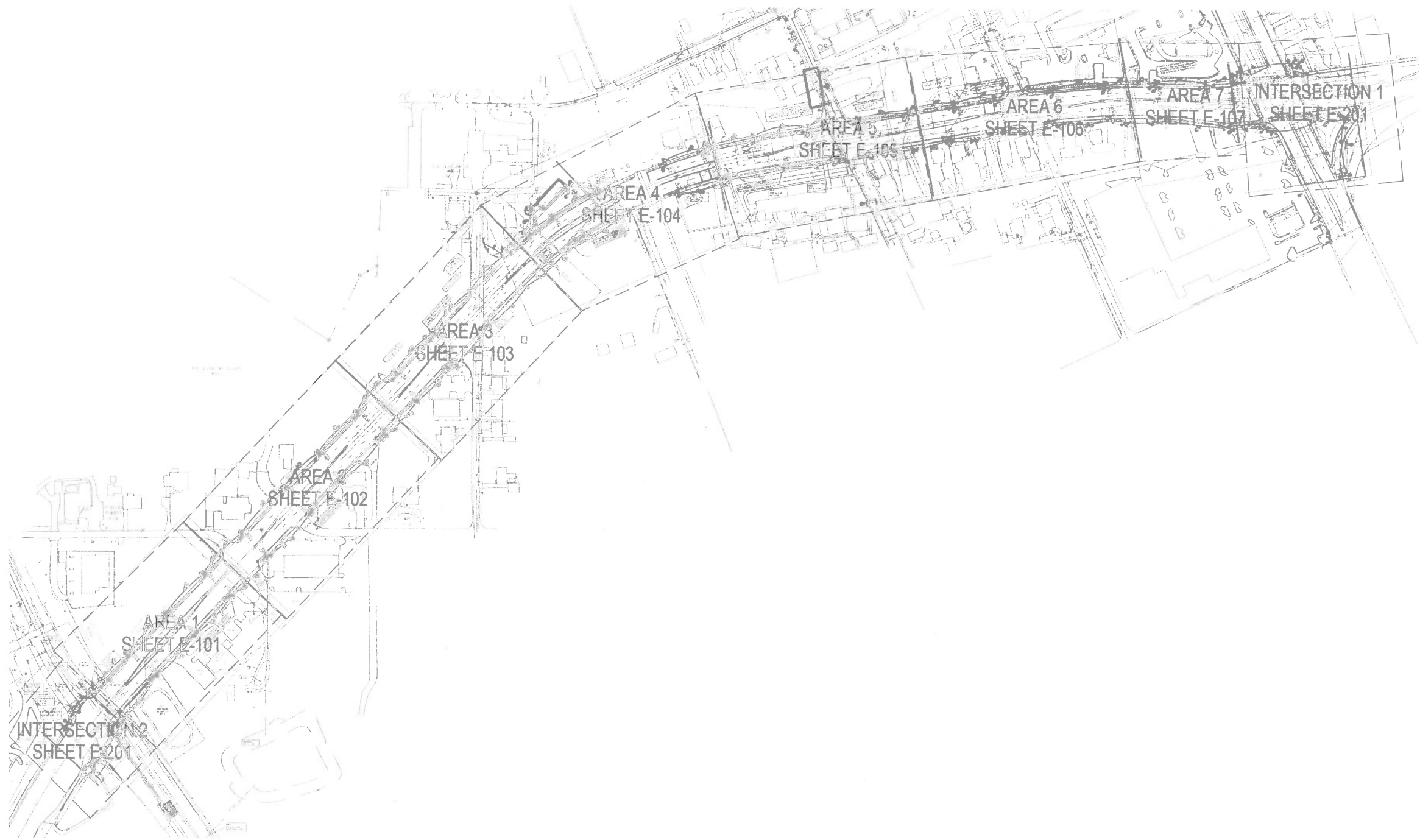


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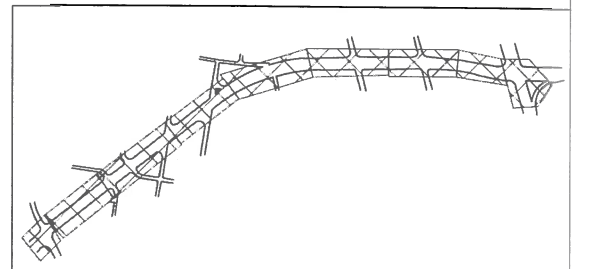
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4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	 Quentin L. Hampton Associates Civil & Environmental Engineers www.QLHA.com (386) 761-6810 FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL GENERAL NOTES	 M. MONCEF Florida Lic No 48022 December	SHEET NO. E-003 OF 38				
3		CONFORMED TO FIELD CHANGES	04-17-2019										
2		LIGHT POLE COORDINATION	01-30-2019										
1		TLC VOLTAGE REVISION	12-13-2018										
NO.	BY	REVISIONS	DATE	PROJECT No. PO298.1									
				DRAWN BY: DRS									



1 OVERALL STREET LIGHTING PLAN
1" = 300'-0"



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QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 761-6210
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

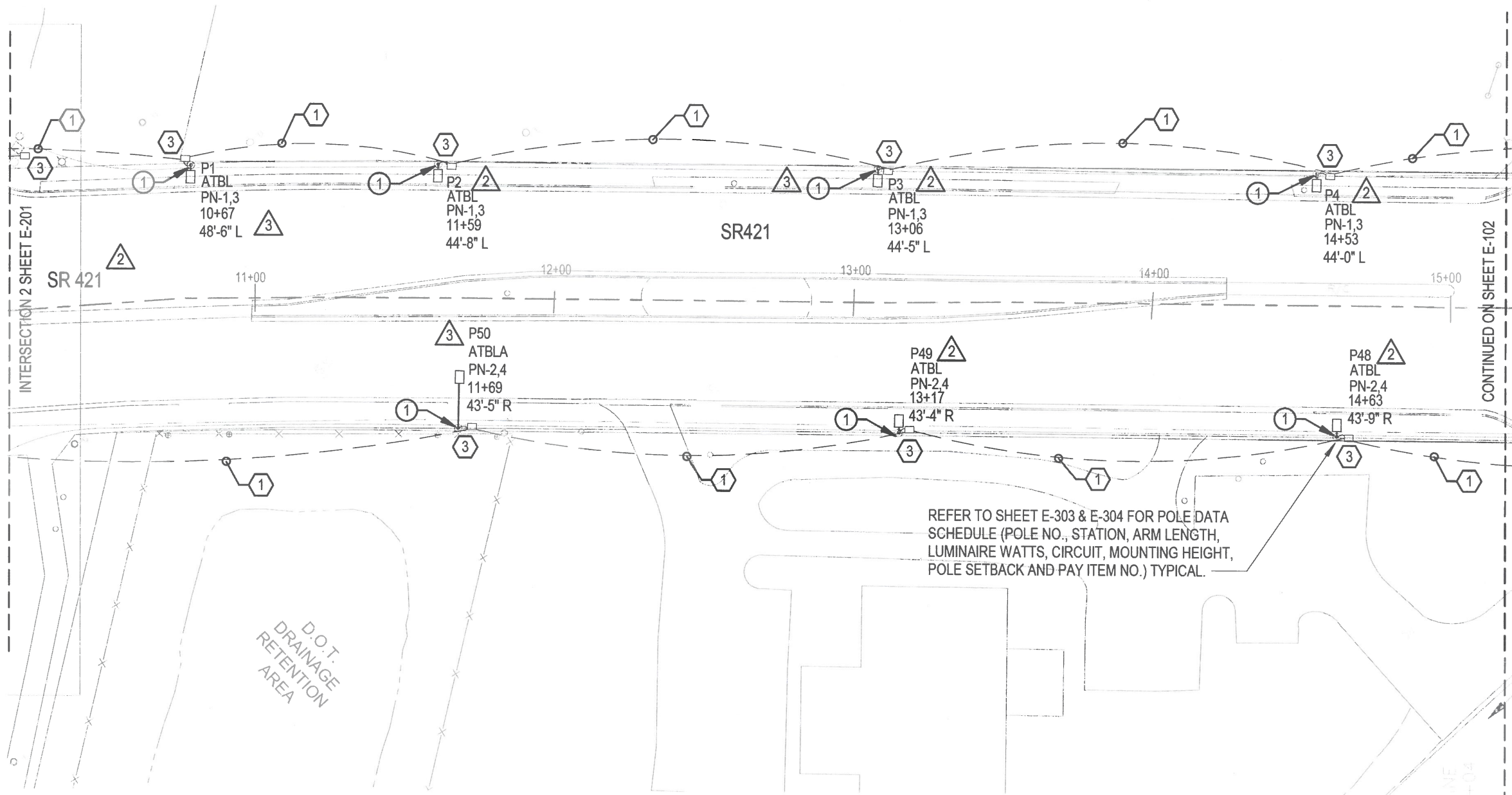
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PROJECT No. PO298.1

OVERALL STREET LIGHTING
PLAN
DRAWN BY: DRS

M. MONCEF
Florida License
No. 48022
STATE OF
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SHEET NO.
E-004
OF 38



KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.

DETAIL NOTES

- 1 2 3 4 5 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.

1 ELECTRICAL PLAN - AREA 1
1" = 40'-0"

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1		TLC VOLTAGE REVISION	12-13-2018

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Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 761-8610
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

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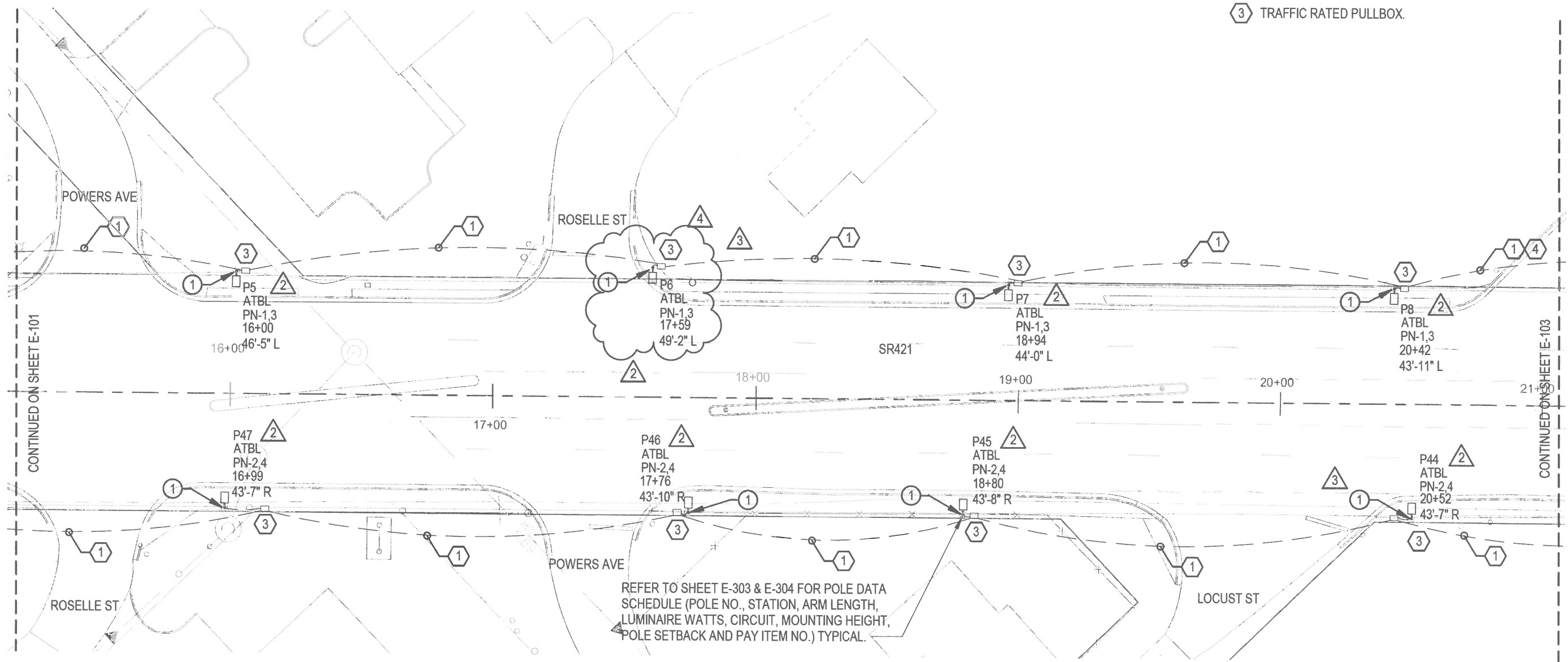
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No 48022
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SHEET NO.
E-101
OF 38

DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.



1 ELECTRICAL PLAN - AREA 2 1" = 40'-0"

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1		TLC VOLTAGE REVISION	12-13-2018
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Civil & Environmental Engineers
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ELECTRICAL PLAN - AREA 2
DRAWN BY: DRS

Dec 2019

M. MONCEF HADJI
Florida
Professional Engineer
No 48022
STATE OF FLORIDA

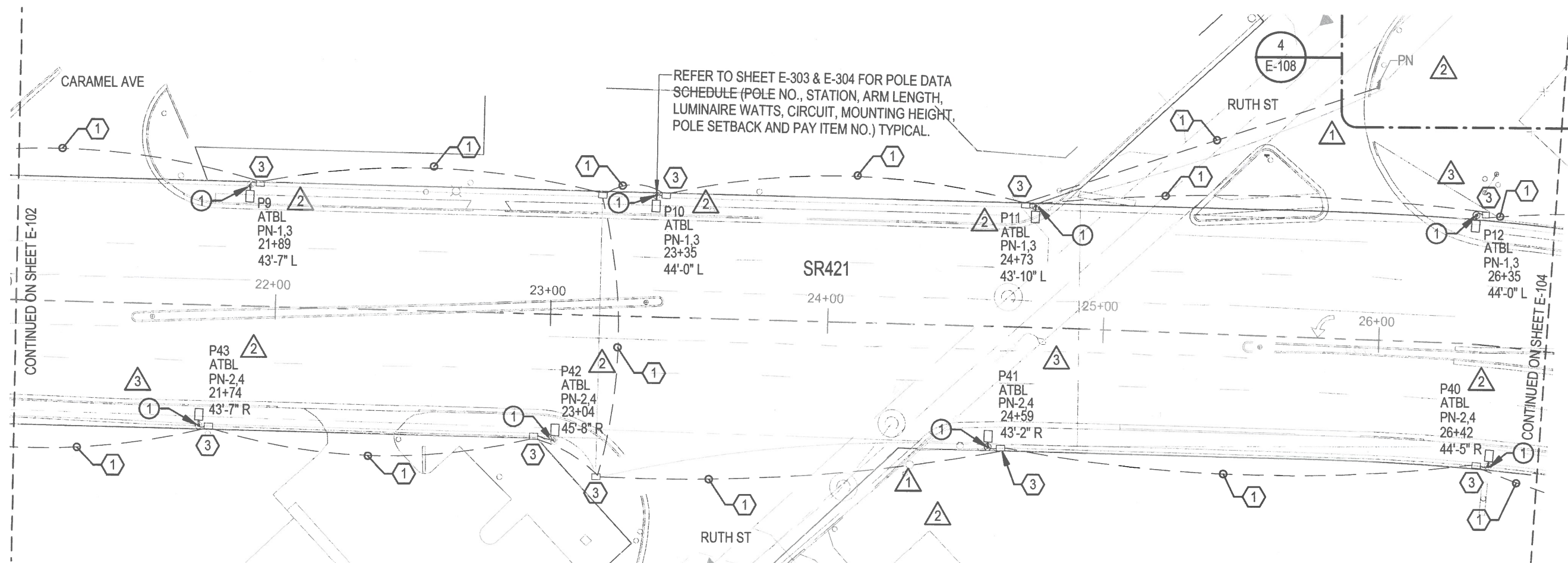
SHEET NO.
E-102
OF 38

DETAIL NOTES

- 1 2 3 4 5 6 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.



1 ELECTRICAL PLAN - AREA 3

1" = 40'-0"



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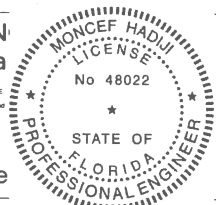
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ELECTRICAL PLAN - AREA 3

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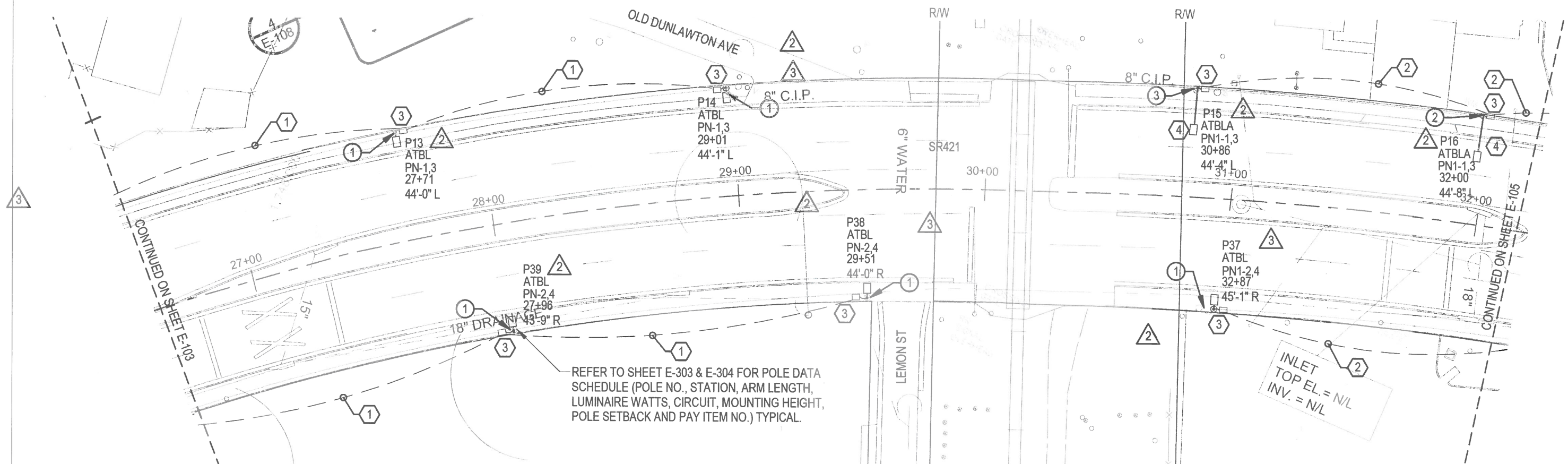
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 4
1" = 40'-0"



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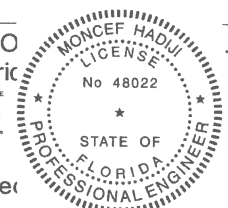
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ELECTRICAL PLAN - AREA 4

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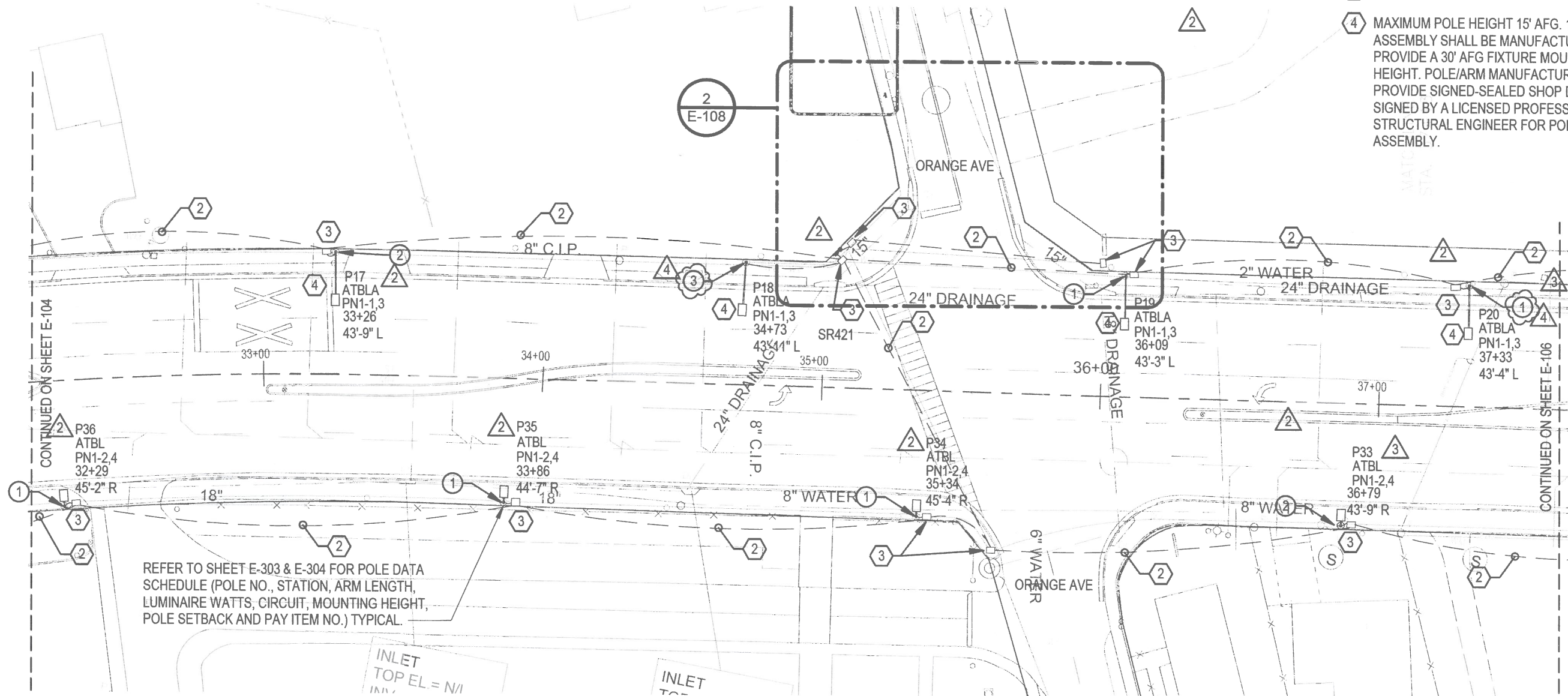
OF 38

DETAIL NOTES

- 1 2 3 4 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.
4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 5

1" = 40'-0"



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1		TLC VOLTAGE REVISION	12-13-2018

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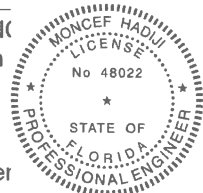
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ELECTRICAL PLAN - AREA 5

DRAWN BY: DRS

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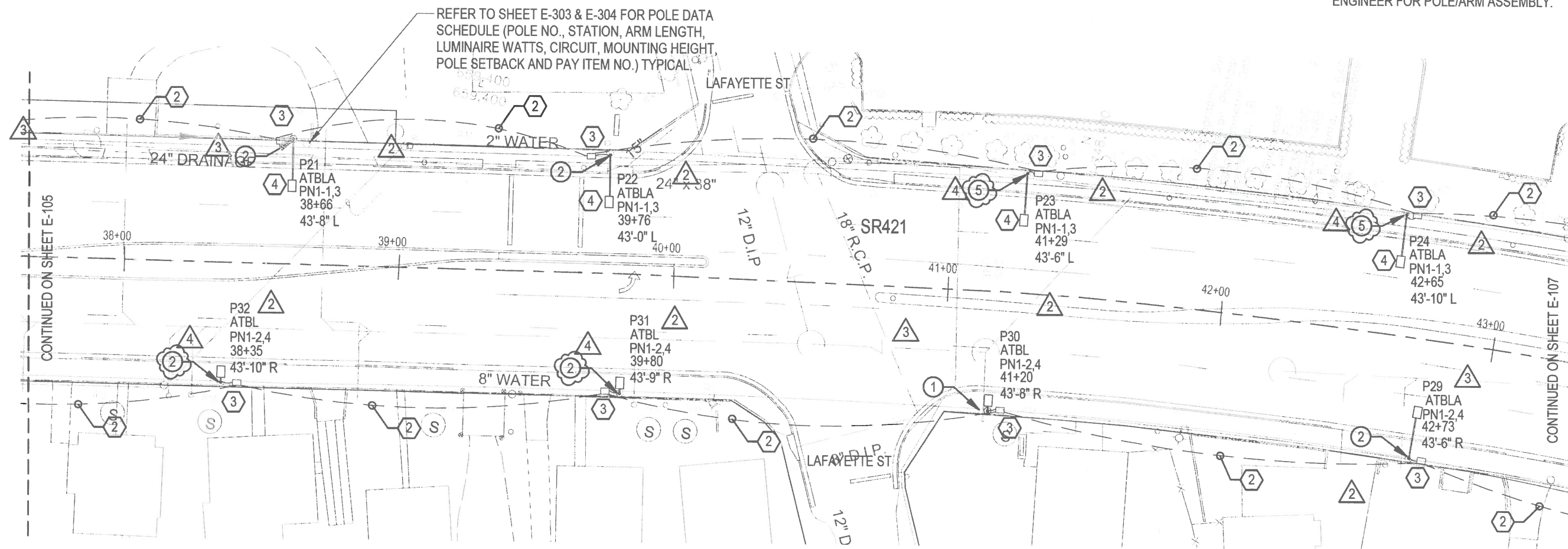
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DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.
4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 6

1" = 40'-0"



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Cocoa, Florida 32922
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PROJECT NO. 517004

4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3	CONFORMED TO FIELD CHANGES	04-17-2019
2	LIGHT POLE COORDINATION	01-30-2019
1	TLC VOLTAGE REVISION	12-13-2018
NO.	BY	DATE
		REVISIONS

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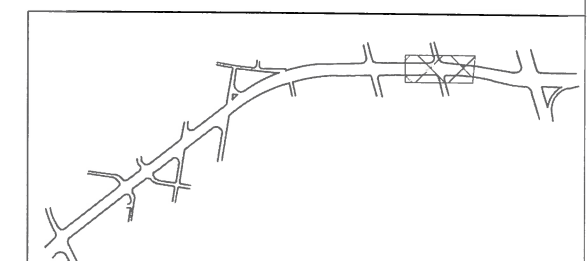
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

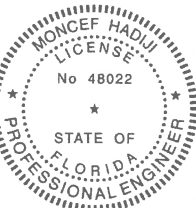
ELECTRICAL PLAN - AREA 6

DRAWN BY: DRS



Digitally signed by M. Monce Hadji
DN: cn=M. Monce Hadji, o=Monce Hadji Associates, Inc., ou=Monce Hadji Associates, Inc., email=M. Monce Hadji@moncehadji.com, c=US

M. MONCE
Florida L



Decem

SHEET NO.

E-106

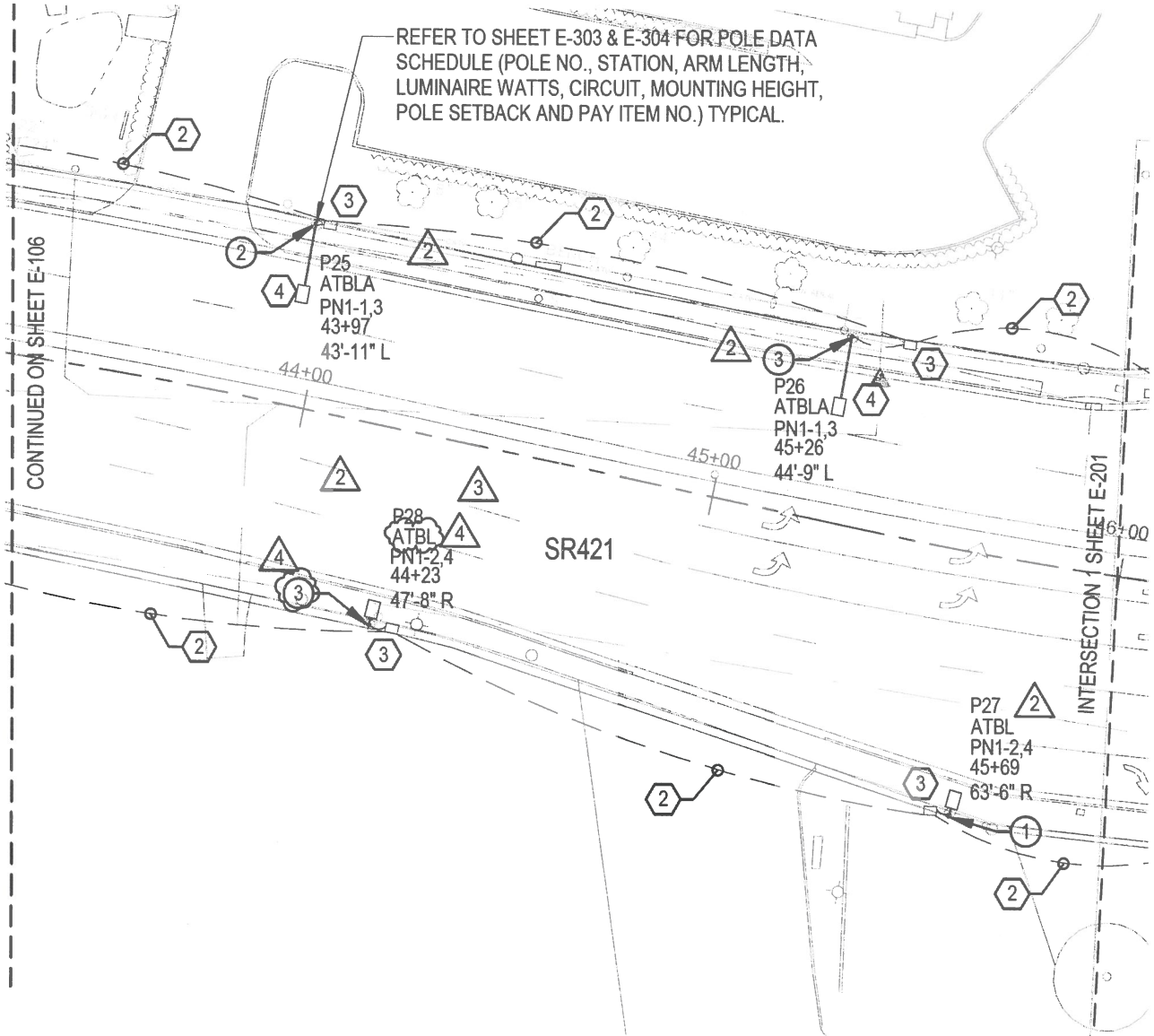
OF 38

DETAIL NOTES

- 1
- 2
- 5
- 3
- 4
- REFER TO E-308 THRU E-310 FOR
SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3
- TRAFFIC RATED PULLBOX.
- 4
- MAXIMUM POLE HEIGHT 15' AFG. 10' ARM
ASSEMBLY SHALL BE MANUFACTURED TO
PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT.
POLE/ARM MANUFACTURER SHALL PROVIDE
SIGNED-SEALED SHOP DRAWINGS SIGNED BY A
LICENSED PROFESSIONAL STRUCTURAL
ENGINEER FOR POLE/ARM ASSEMBLY.

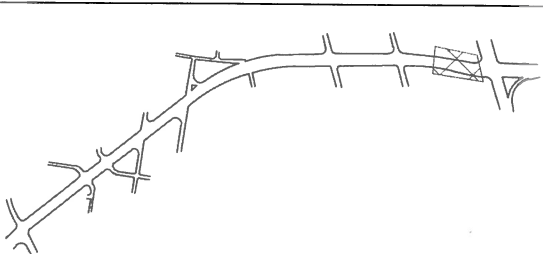


1

ELECTRICAL PLAN - AREA 7

1" = 40'-0"

N



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1		TLC VOLTAGE REVISION	12-13-2018
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ELECTRICAL PLAN - AREA 7

DRAWN BY: DRS

M. MONCEF HADIJI, P.E.
Florida License #48022

September 13, 2018

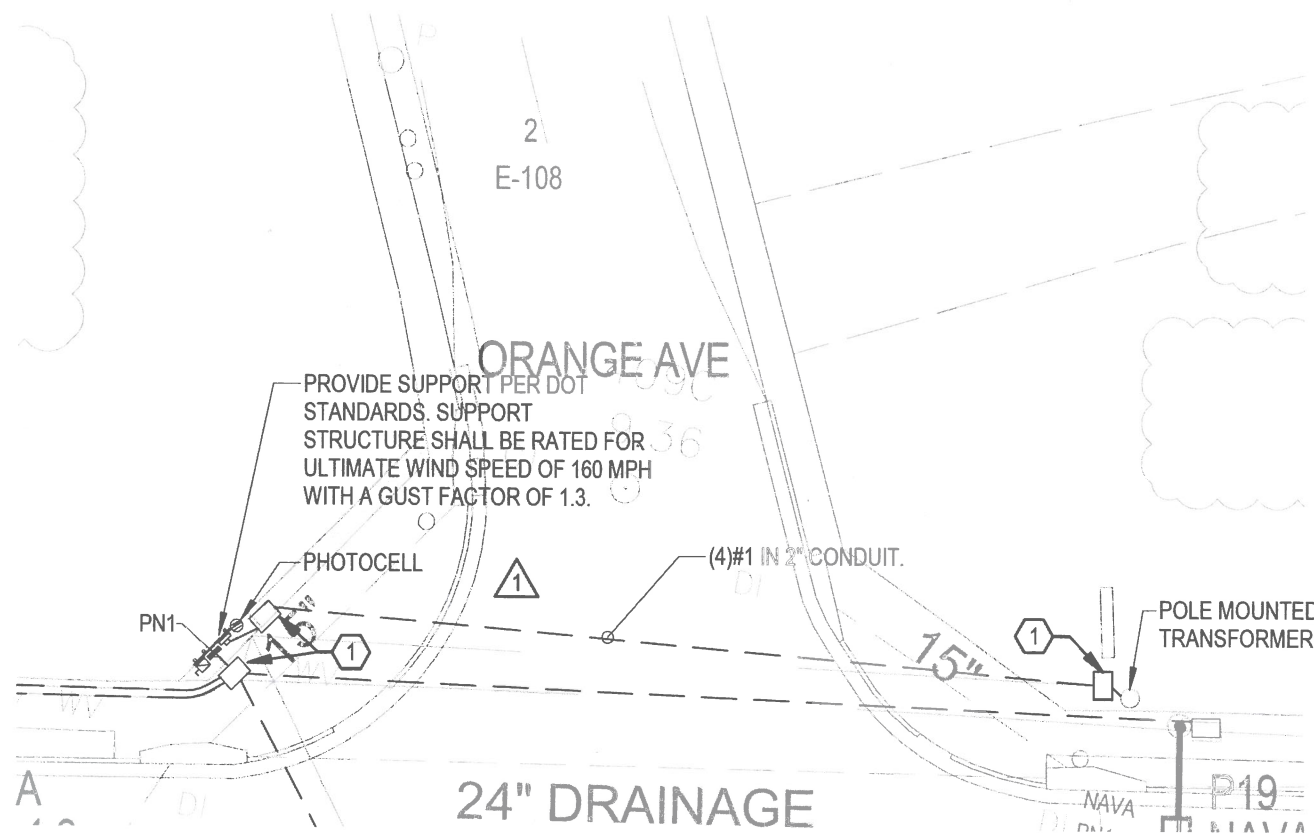
SHEET NO.

E-107

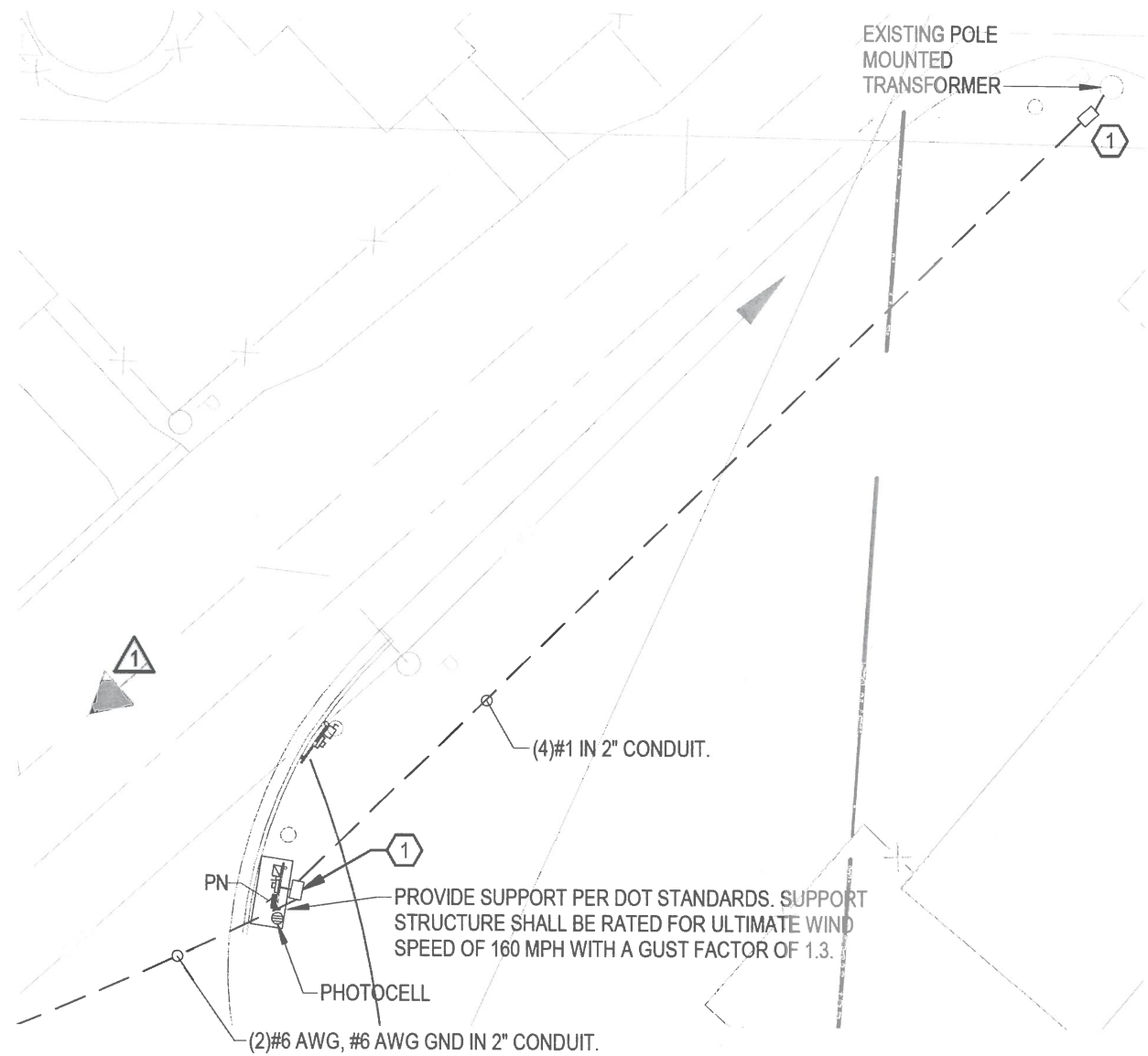
OF 38

KEYED NOTES

1 TRAFFIC RATED PULLBOX.



2 ENLARGED ELECTRICAL PANEL PN1
1" = 20'-0"



4 ENLARGED ELECTRICAL PANEL PN
1" = 20'-0"



2

WHOLE SHEET REVISED

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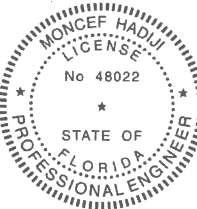
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STREET LIGHTING

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ENLARGED ELECTRICAL PANEL
PLANS

DRAWN BY: DRS

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Decem



KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 POLE REQUIRES CUSTOM FOUNDATION DUE TO UNDERGROUND UTILITY RESTRICTIONS. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH POLE LIGHTING MANUFACTURERS STRUCTURAL ENGINEER. SIGNED AND SEALED POLE FOUNDATION SHOP DRAWINGS SHALL BE SUBMITTED WITH LIGHTING FIXTURE SUBMITTAL FOR REVIEW BY THE ENGINEER OR RECORD.
- 5 PROVIDE SPARE 2" CONDUIT.



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		DATE

INTERSECTION 1 - SR-421 & SR-5 INTERSECTION LIGHTING

1" = 40'-0"

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STREET LIGHTING

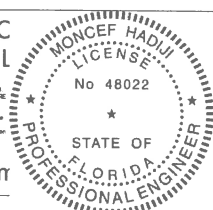
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INTERSECTION 1 & 2 LIGHTING

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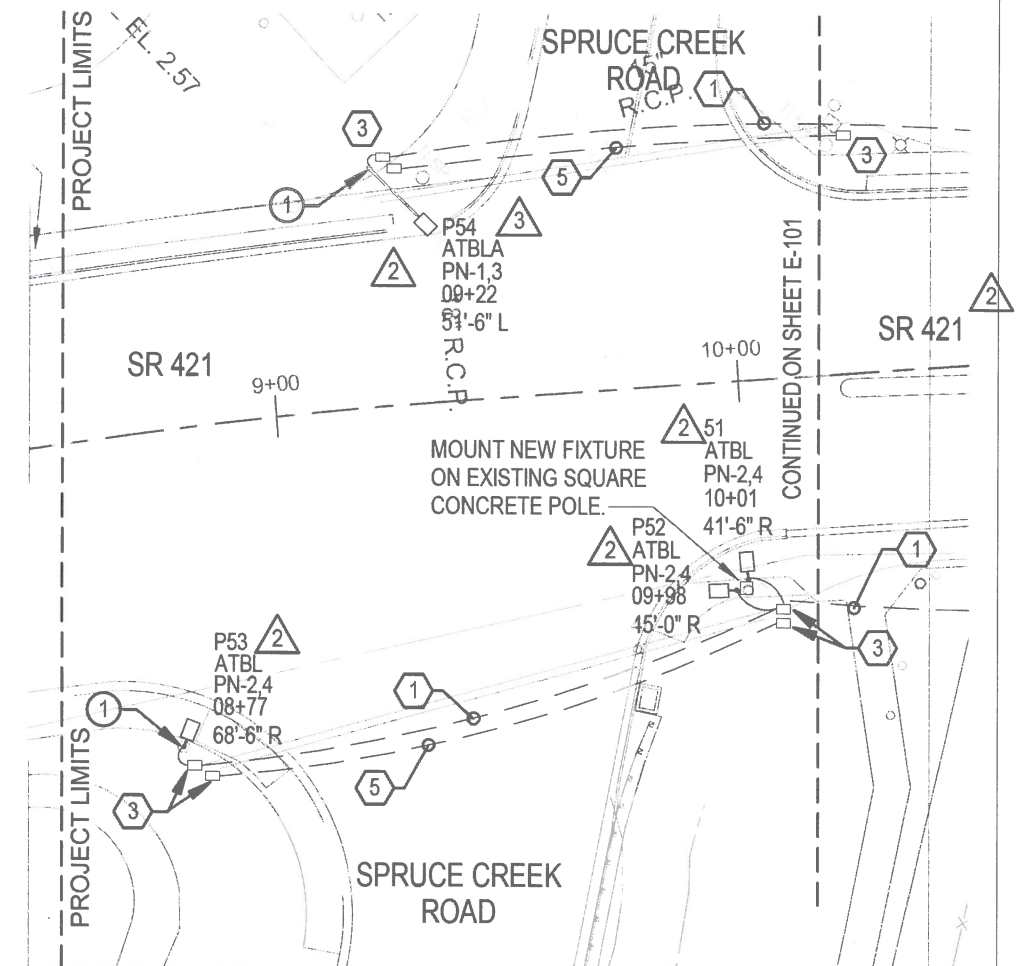
SHEET NO.

E-201

OF 38

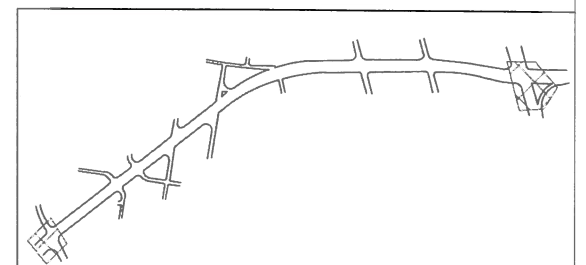
DETAIL NOTES

- 1 2 REFER TO E-308 AND E-309 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 3 4



INTERSECTION 2 - SR-421 & SPRUCE CREEK INTERSECTION LIGHTING

2 1" = 40'-0"



2

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS		VA	COMMENTS
					TYPE	LAMP QUANTITY		
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, FPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	

FIXTURE SCHEDULE NOTES:

- A. POLES SHALL BE BY VALMONT INDESTRIES OR HAPCO, INC. PROVIDE SIGNED-SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
- B. SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
- C. PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

Branch Panel: PN1

1

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CKT	Circuit Description	No te	Trip	Po l e	A		B		Po l e	Trip	No te	Circuit Description	CKT
1	Street Lighting - North East SR421	-	20 A	2	3.2 kVA	3.4 kVA			2	20 A	-	Street Lighting - South East SR421	2
3							0.0 kVA	0.0 kVA					4
5	Space	-	-	-	0.0 kVA	0.1 kVA			2	20 A	-	Lighting Contactor	6
7	Space	-	-	-			0.0 kVA	0.0 kVA					8
9	Space	-	-	-	0.0 kVA	0.0 kVA			-	-	-	Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	-	Space	12

Total Load: 6.7 kVA
Total Amps: 28 A 0 A

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.6 kVA	125.00%	8.3 kVA		
				Total Conn. Load:	6.7 kVA
				Total Est. Demand:	8.35 kVA
				Total Conn. Current:	14 A
				Total Est. Demand Current:	17 A

Notes:

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STREET LIGHTING

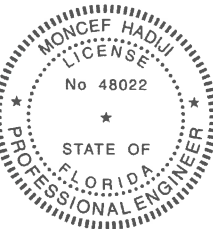
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ELECTRICAL PANEL AND
LIGHTING FIXTURE
SCHEDULES

Dec

Drawn by: DRS

Digitally signed by Mohammed Al Hadji
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The item has been electronically signed and sealed by Mohammed Al Hadji, Professional Engineer, State of Florida, License Number 48022 using a digital signature. Please verify the signature and seal on any electronic copies.
Contact Info: Email: mohammed.alhadji@tlc-eng.com
Date: 2019.08.13 14:47:33-0400



SHEET NO.
E-301
OF 38

Branch Panel: PN

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CK T	Circuit Description	N o t e	T r i p	P o l e	A	B	C	P o l e	T r i p	N o t e	Circuit Description	CK T
1	Street Lighting - North West SR421		20 A	2	3.0 kVA	3.2 kVA	0.0 kVA	0.0 kVA	2	20 A	Street Lighting - South West SR421	2
3												4
5	Space	-	-	-			0.0 kVA	0.0 kVA	2	20 A	Lighting Contactor	6
7	Space	-	-	-	0.0 kVA	0.1 kVA						8
9	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	Space	12
Total Load:					6.3 kVA	0.0 kVA	0.0 kVA					
Total Amps:					26 A	0 A	0 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.2 kVA	125.00%	7.8 kVA		
				Total Conn. Load:	6.3 kVA
				Total Est. Demand:	7.85 kVA
				Total Conn. Current:	13 A
				Total Est. Demand Current:	16 A

Notes:

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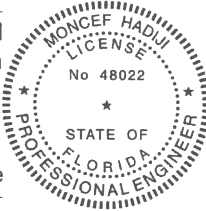
ELECTRICAL PANEL SCHEDULE

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Florida

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Date: 2019.09.13 14:47:25-0400

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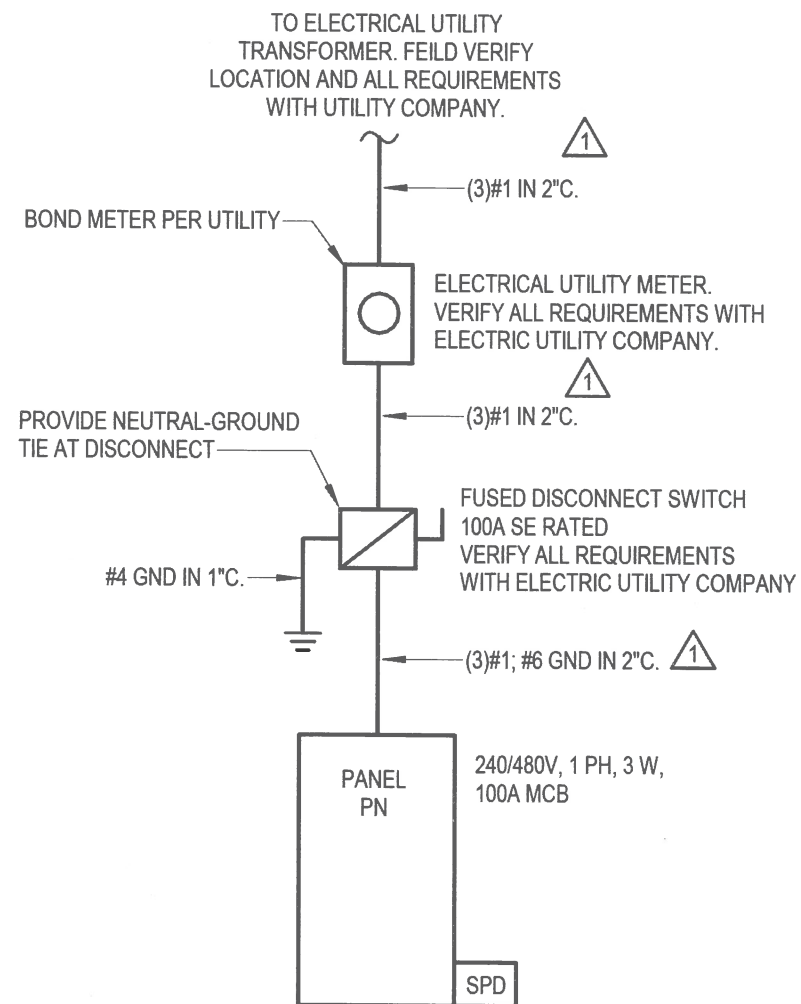


POLE DATA SCHEDULE							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P1	10 + 67	0' - 0"	171	PN - 1,3	30'	48' - 6" L	0715 4 11
P2	11 + 59	0' - 0"	171	PN - 1,3	30'	44' - 8" L	0715 4 11
P3	13 + 06	0' - 0"	171	PN - 1,3	30'	44' - 5" L	0715 4 11
P4	14 + 53	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P5	16 + 00	0' - 0"	171	PN - 1,3	30'	46' - 5" L	0715 4 11
P6	17 + 59	0' - 0"	171	PN - 1,3	30'	49' - 2" L	0715 4 11
P7	18 + 94	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P8	20 + 42	0' - 0"	171	PN - 1,3	30'	43' - 11" L	0715 4 11
P9	21 + 89	0' - 0"	171	PN - 1,3	30'	43' - 7" L	0715 4 11
P10	23 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P11	24 + 73	0' - 0"	171	PN - 1,3	30'	43' - 10" L	0715 4 11
P12	26 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P13	27 + 71	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P14	29 + 01	0' - 0"	171	PN - 1,3	30'	44' - 1" L	0715 4 11
P15	30 + 86	15'-0"	171	PN1 - 1,3	30'	44' - 4" L	0715 4 41
P16	32 + 00	15'-0"	171	PN1 - 1,3	30'	44' - 8" L	0715 4 41
P17	33 + 26	15'-0"	171	PN1 - 1,3	30'	43' - 9" L	0715 4 41
P18	34 + 73	15'-0"	171	PN1 - 1,3	30'	43' - 11" L	0715 4 41
P19	36 + 09	15'-0"	171	PN1 - 1,3	30'	43' - 3" L	0715 4 31
P20	37 + 33	15'-0"	171	PN1 - 1,3	30'	43' - 4" L	0715 4 31
P21	38 + 66	15'-0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P22	39 + 76	15'-0"	171	PN1 - 1,3	30'	43' - 0" L	0715 4 41
P23	41 + 29	15'-0"	171	PN1 - 1,3	30'	43' - 6" L	0715 4 41
P24	42 + 65	15'-0"	171	PN1 - 1,3	30'	43' - 10" L	0715 4 41

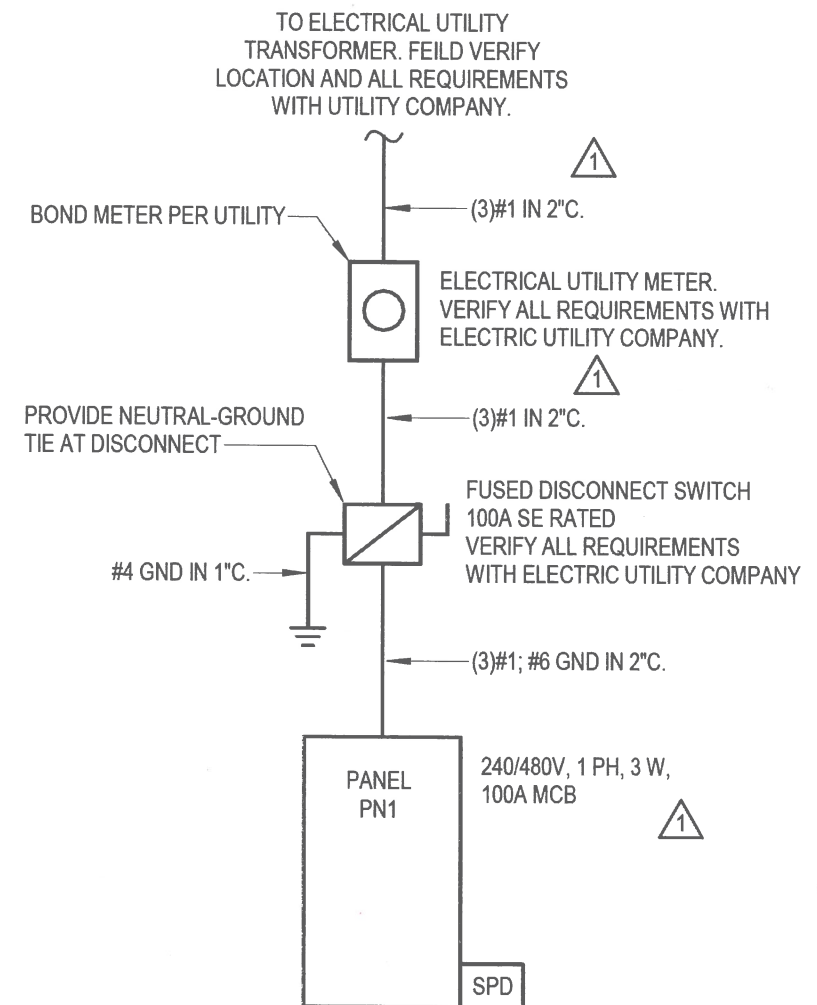
POLE DATA SCHEDULE CONT.							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P25	43 + 97	15'-0"	171	PN1 - 1,3	30'-0"	43' - 11" L	0715 4 41
P26	45 + 26	15'-0"	171	PN1 - 1,3	30'-0"	44' - 9" L	0715 4 41
P27	45 + 69	0'-0"	171	PN1 - 5,7	30'-0"	63' - 6" R	0715 4 11
P28	44 + 23	0'-0"	171	PN1 - 5,7	30'-0"	47' - 8" R	0715 4 21
P29	42 + 73	15'-0"	171	PN1 - 5,7	30'-0"	43' - 6" R	0715 4 41
P30	41 + 20	0'-0"	171	PN1 - 5,7	30'-0"	43' - 8" R	0715 4 11
P31	39 + 80	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P32	38 + 35	0'-0"	171	PN1 - 5,7	30'-0"	43' - 10" R	0715 4 21
P33	36 + 79	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P34	35 + 34	0'-0"	171	PN1 - 5,7	30'-0"	45' - 4" R	0715 4 11
P35	33 + 86	0'-0"	171	PN1 - 5,7	30'-0"	44' - 7" R	0715 4 11
P36	32 + 29	0'-0"	171	PN1 - 5,7	30'-0"	45' - 2" R	0715 4 11
P37	32 + 87	0'-0"	171	PN1 - 5,7	30'-0"	45' - 1" R	0715 4 11
P38	29 + 51	0'-0"	171	PN - 5,7	30'-0"	44' - 0" R	0715 4 11
P39	27 + 96	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P40	26 + 42	0'-0"	171	PN - 5,7	30'-0"	44' - 5" R	0715 4 11
P41	24 + 59	0'-0"	171	PN - 5,7	30'-0"	43' - 2" R	0715 4 11
P42	23 + 04	0'-0"	171	PN - 5,7	30'-0"	45' - 8" R	0715 4 11
P43	21 + 74	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P44	20 + 52	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P45	18 + 80	0'-0"	171	PN - 5,7	30'-0"	43' - 8" R	0715 4 11
P46	17 + 76	0'-0"	171	PN - 5,7	30'-0"	43' - 10" R	0715 4 11
P47	16 + 99	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P48	14 + 63	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P49	13 + 17	0'-0"	171	PN - 5,7	30'-0"	43' - 4" R	0715 4 11
P50	11 + 69	15'-0"	171	PN - 5,7	30'-0"	43' - 5" R	0715 4 31
P51	10 + 01	0'-0"	171	PN - 5,7	30'-0"	41' - 6" R	0715 5 31
P52	09 + 98	0'-0"	171	PN - 5,7	30'-0"	45' - 0" R	0715 5 31


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1 ELECTRICAL ONE-LINE DIAGRAM PN
N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
N.T.S



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Fax: 321.639.8986

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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



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P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

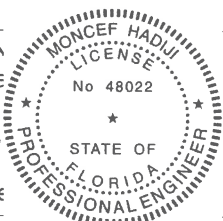
PROJECT No. PO298.1

ELECTRICAL ONE-LINE
DIAGRAMS

DRAWN BY: DRS

Digitally signed by M. Moncef Hadji
DN: cn=M. Moncef Hadji, o=TLC ENGINEERS FOR ARCHITECTURE, ou=ARCHITECTURE, email=M. Moncef Hadji@tlc-engineers.com, c=US
Reason: This item has been electronically signed and sealed by M. Moncef Hadji, Professional Engineer, State of Florida, License Number 48022, using a digital signature. Printed Copies of the document are not considered signed and sealed and the signature must be verified on any electronic copies.
Contact Info: Email: mhadji@tlc-engineers.com
Date: 2019.08.13 14:48:42 EDT

M. MON
Florida
No 48022
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E-305
OF 38



874 Dixon Blvd.
 Cocoa, Florida 32922
 PH: 321.636.0274
 Fax: 321.639.8986
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www.QLHA.com (386) 761-6818

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ELECTRICAL DETAILS

DRAWN BY: DRS

M. MONCEP HADJI

Florida

No 48022

STATE OF FLORIDA

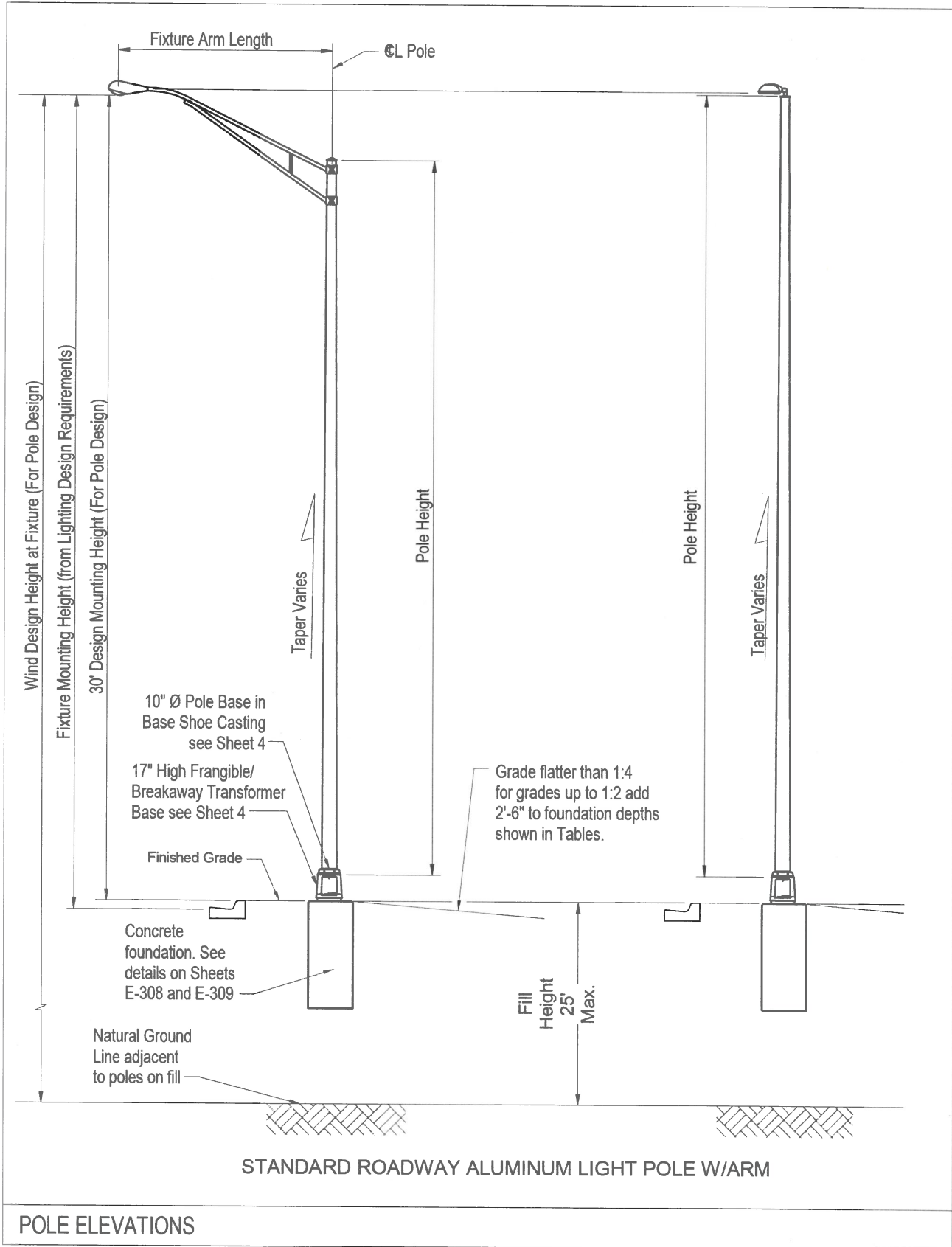
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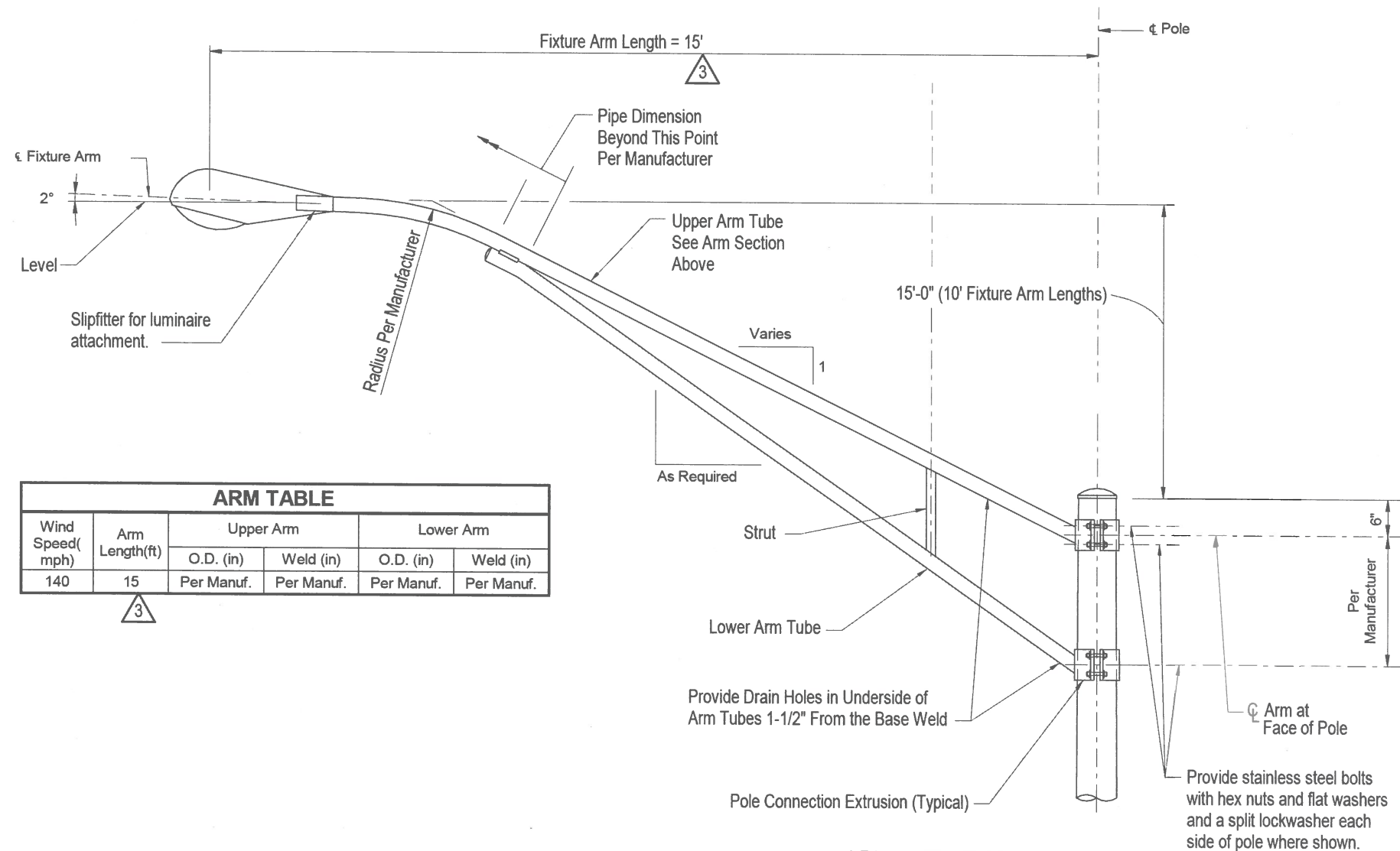
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 Reason: The data has been signed by the signer and sealed by the signer.
 Date: 2018.12.13 14:48:00-0500



ARM TABLE					
Wind Speed (mph)	Arm Length (ft)	Upper Arm		Lower Arm	
		O.D. (in)	Weld (in)	O.D. (in)	Weld (in)
140	15	Per Manuf.	Per Manuf.	Per Manuf.	Per Manuf.

ARM ELEVATION

DETAIL NOTES:

Provide Member Wall Thickness as Necessary to Meet Minimum Requirements of the Welding Code for the Connection Weld Sizes Shown in the Arm and Pole tables.

Maximum pole height 15' AFG. 15' arm assembly shall be be manufactured to provide a 30' AFG fixture mounting height. Pole/arm/fixture manufacturer shall provide signed-sealed shop drawings for pole/arm assembly.

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed-sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, struts, and all other pertinent information to show compliance with required wind load criteria. See lighting fixture schedule.

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CONFLICT POLE ARM & DAMPER DETAILS

4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE

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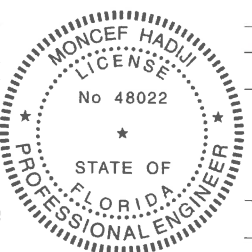
PROJECT No. PO298.1

ELECTRICAL DETAILS

DRAWN BY: DRS

Digitally signed by Mohammed M Hadji
DN: cn=MOHAMED M HADJI, o=TLC ENGINEERING FOR ARCHITECTURE, INC., ou=TLC ENGINEERING FOR ARCHITECTURE, INC., c=US
Reason: This form has been electronically signed and sealed by Mohammed M HADJI, Professional Engineer, State of Florida License Number 48022 using a digital signature. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Certificate ID: 1001 Date: 2019.06.13 14:45:14-0500

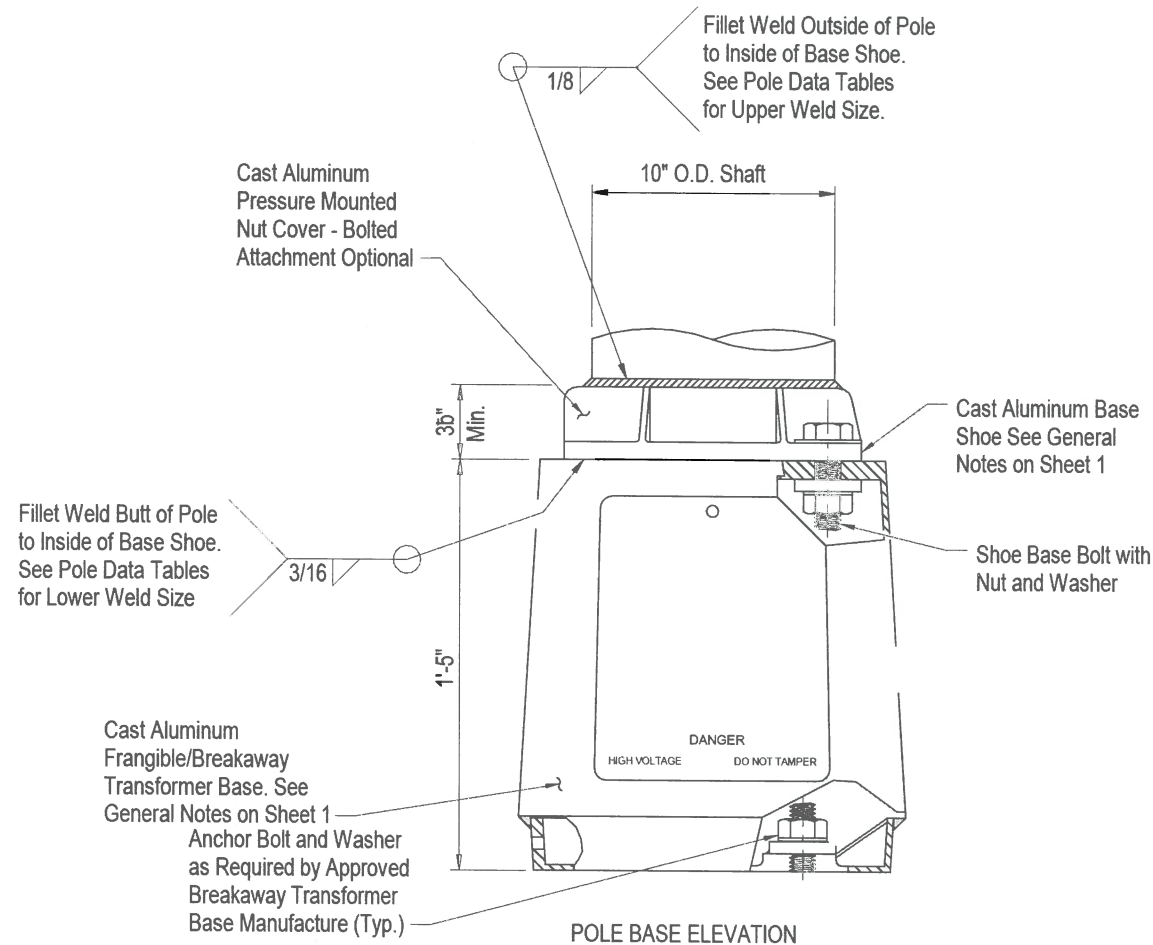
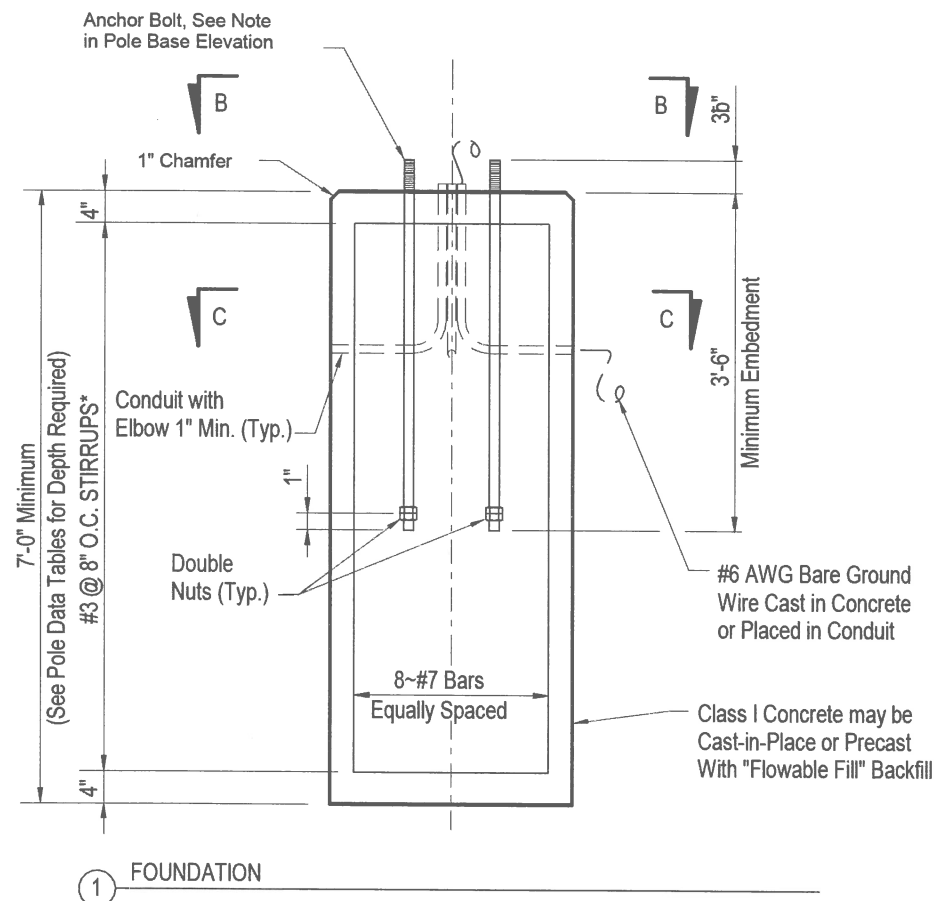
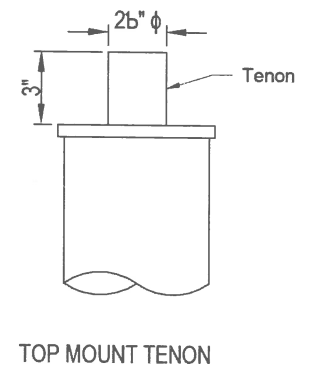
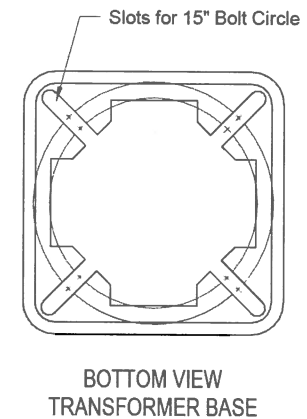
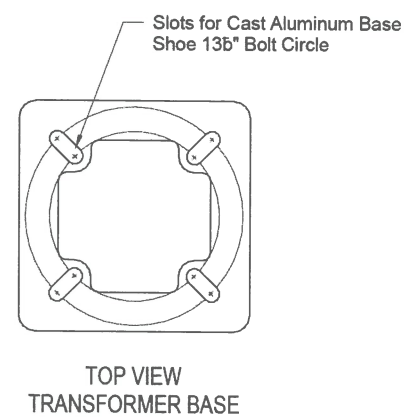
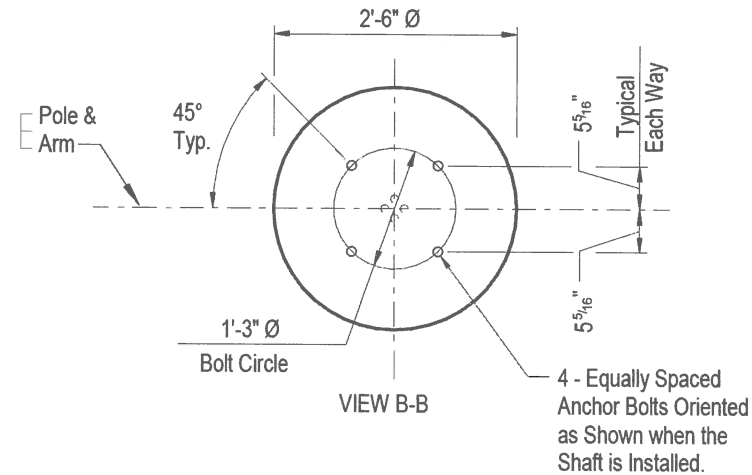
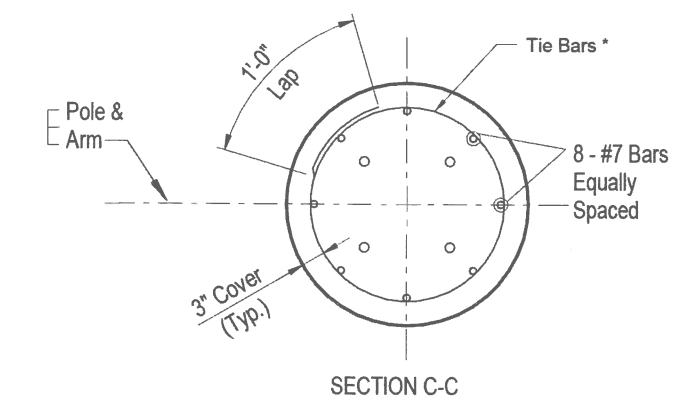
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OF 38



POLE TABLE WITH ARM					
Wind Speed (mph)	Arm Length (ft)	Design Mounting Height (ft)	Pole wall (in)	Upper Weld (in)	Lower Weld (in)
140	10	30	Per Manuf.	Per Manuf.	Per Manuf.

NOTE:
Pole wall thicknesses shown in the POLE TABLE are nominals and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

FOUNDATION TABLE W/ARM		
Wind Speed (mph)	Design Mounting Height (ft)	Total Depth (FT)**
140	30	7

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 add 2'-6" to foundation depths shown in table.

* #4 Tie Bars @ 12" centers (max.) or D10 (or W10) spiral @ 6" pitch, 3 flat turns top and 1 flat turn bottom.

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Cocoa, Florida 32922
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Fax: 321.639.8986
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POLE AND BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

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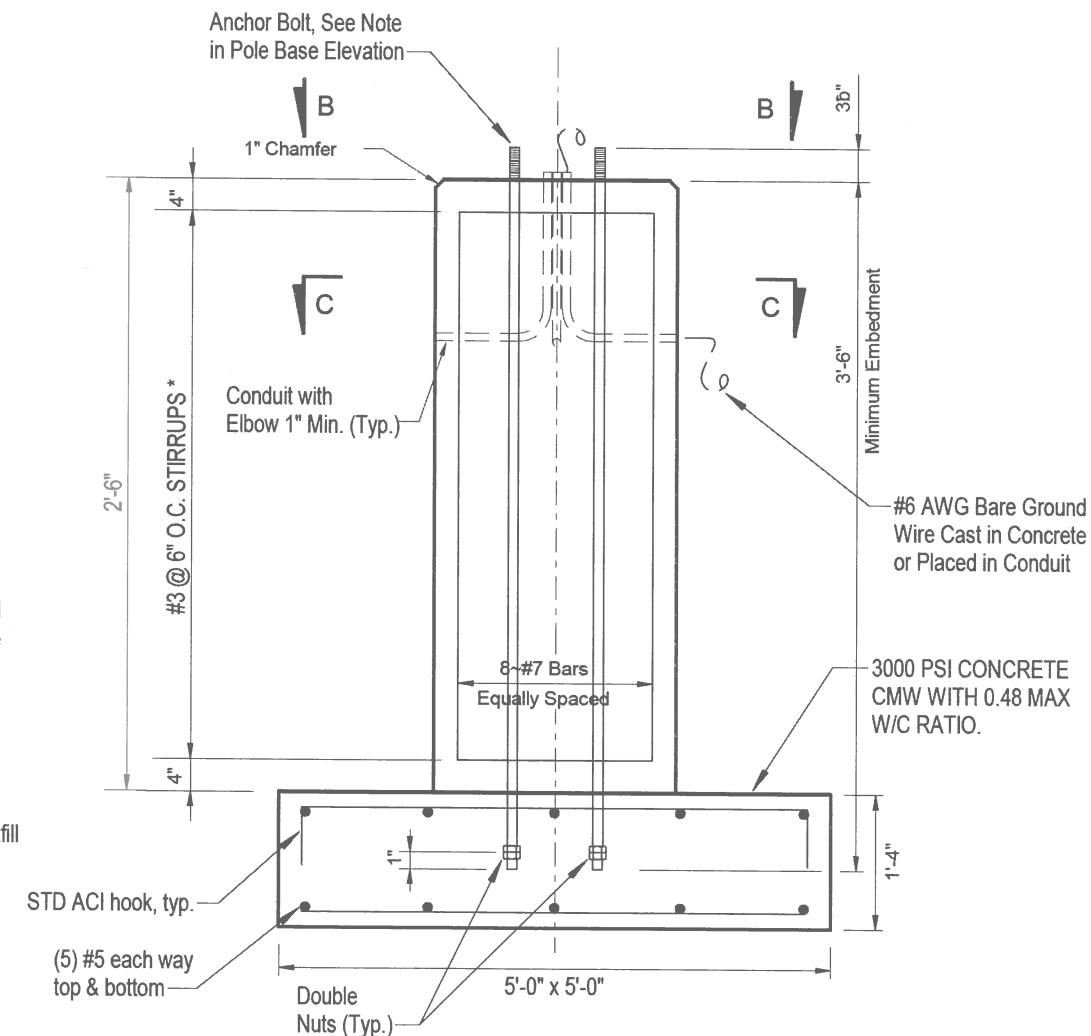
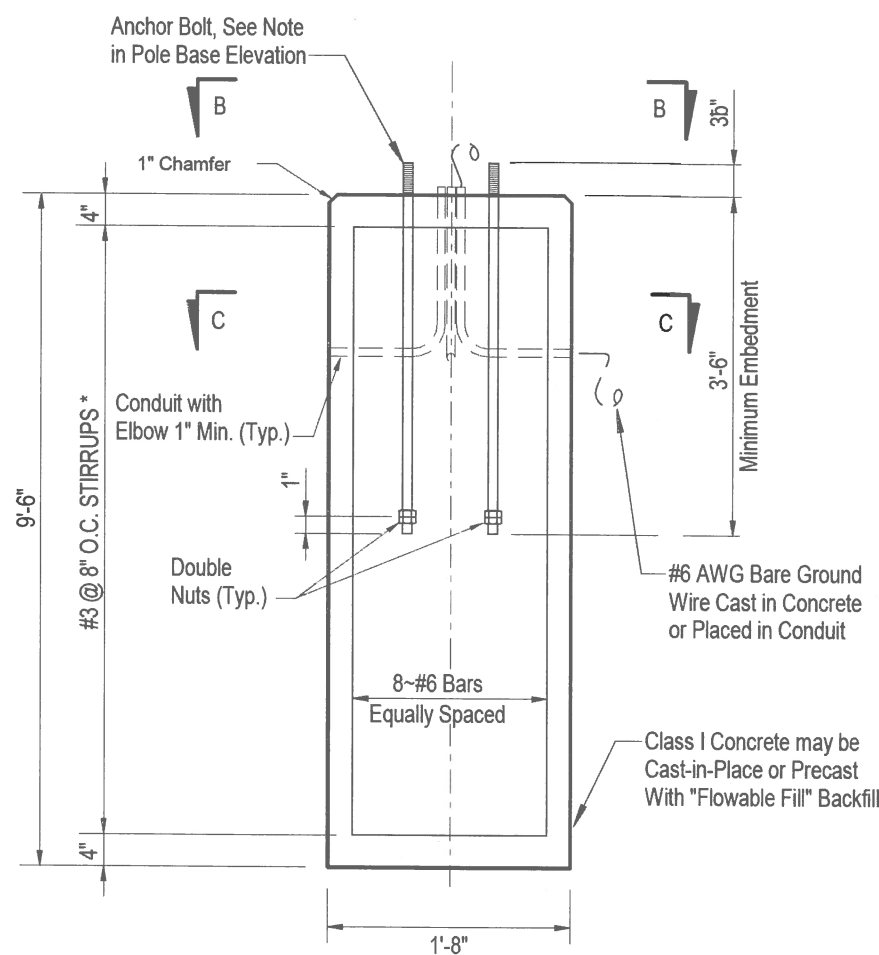
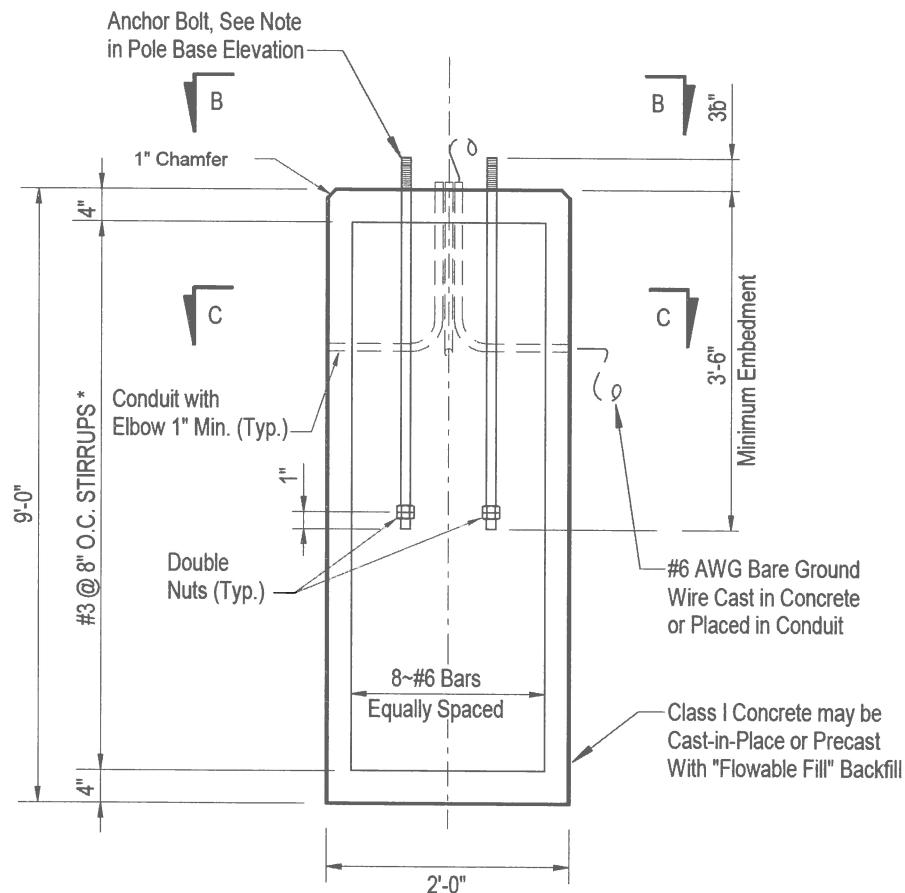
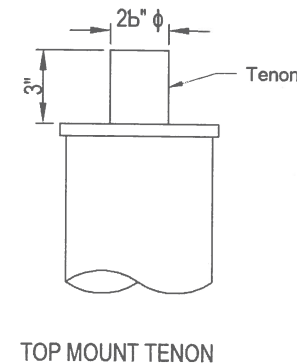
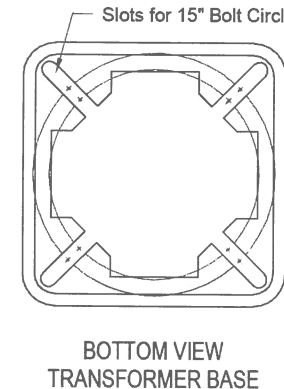
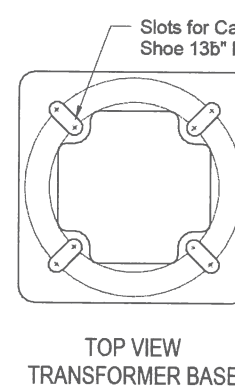
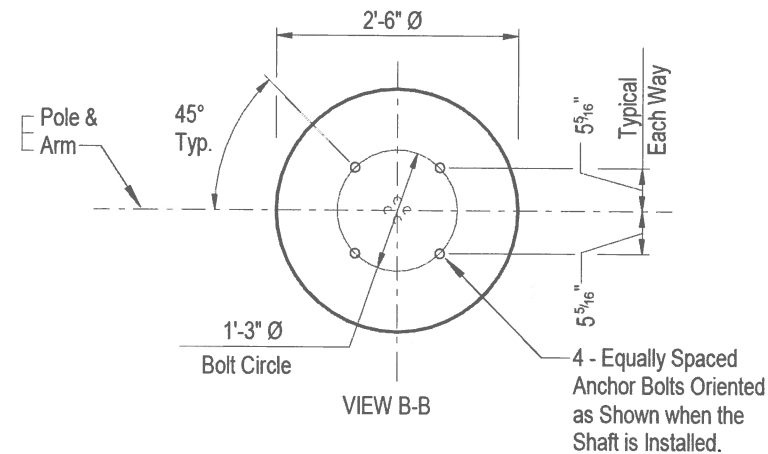
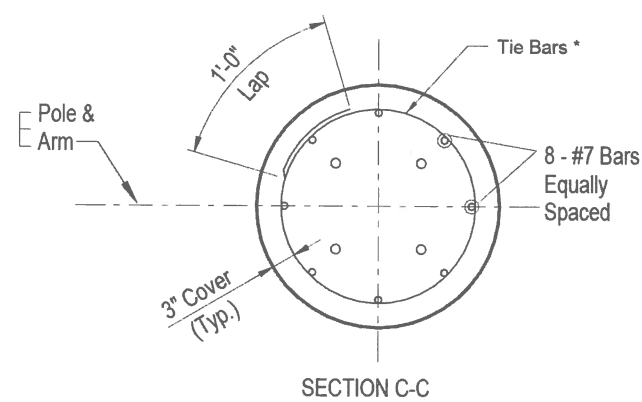
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December 13, 2018

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874 Dixon Blvd.
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PROJECT NO. 517004

NOTE: DEPICTED BASES ARE DESIGNED FOR ALL
POLE HEIGHTS AND ARM LENGTHS REQUIRED
FOR THIS PROJECT, INCLUDING CUSTOM
POLE/ARM ASSEMBLIES.

CUSTOM POLE BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 781-6818

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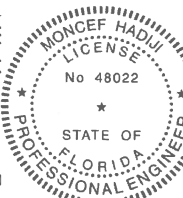
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(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



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S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

M. MONCEP
Florida L

 Digitally signed by M. Moncef Hadji
 DN: cn=M. Moncef Hadji, o=Moncef Hadji Engineering, ou=Moncef Hadji Engineering, email=M. Moncef Hadji@moncef-hadji-engineering.com, c=US

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SHEET NO.
E-310
OF 38

Professional Engineer Certification

I hereby certify that I am a registered professional engineer in the State of Florida practicing engineering with TLC Engineering for Architecture, (TLC) with offices located at 874 Dixon Boulevard, Cocoa Florida 32922. I further certify that I have supervised the preparation of and approve the analysis, findings, opinions, conclusions, and technical advice hereby reported for:

PROJECT: Lighting Design Analysis Report
SR421 Street Lighting from Spruce Creek
Road to US1
Financial Project ID: 435591
Volusia County, Florida

The engineering work represented by this document was performed through the following duly authorized engineering business:

TLC Engineering for Architecture.
874 Dixon Boulevard
Cocoa Florida 32922
Telephone: (321) 4-1600
Certificate of Authorization Number: 1 5

This report presents procedures, findings, and recommendations of a lighting design analysis for the above-referenced project. I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation and traffic engineering as applied through professional judgment and experience.

Any engineering analysis, documents, conclusions or recommendations relied upon from other professional sources or provided with responsibility by the client are referenced accordingly in the following report.

FLORIDA REGISTERED ENGINEER:

M. Moncef Hadiji, P.E.

Name



REGISTRATION NUMBER: FL #48022

SIGNATURE: M. Moncef Hadiji

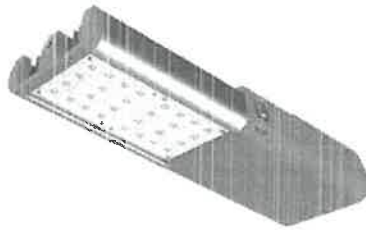
DATE: September 12, 2017

E. LIGHTING OPTIONS

LIGHTING ALTERNATIVE 1:

EATON NAVION LED FIXTURE

- 171W cutoff luminaire (Eaton IES File NAV-AF-04-UNV-T4FT/T3.ies or equivalent) shoulder mounted on 30' pole.
- 4000K, Type IV/III Distribution, B2-U0-G4, 92% lumen maintenance.
- 19,876 luminaire lumens, 100,000 hour fixture life, 5 year limited warranty.
- Fixture Cost: \$700.00
- Mainline spacing – 147ft
- FPL conflict pole spacing – 134ft



LIGHTING ALTERNATIVE 2:

BOW LX LED POLE MOUNTED FIXTURE

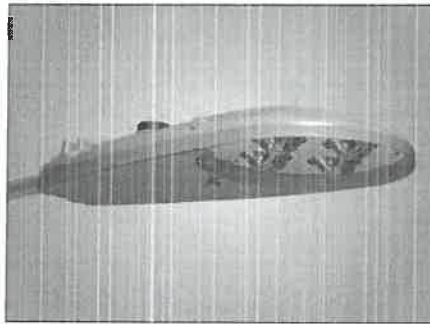
- 171W, Pole top luminaire (Lithonia IES File BLX_3_X_96LC_5_4K.ies or equivalent) shoulder mounted on 30' poles.
- 96 LEDs, 4000K, 70 CRI, Type II Medium Distribution, B3-U0-G3
- 19,717 luminaire lumens, 100,000 hour fixture life. 5 year limited warranty.
- Fixture Cost: \$1550.00
- Mainline spacing – 132ft
- FPL conflict pole spacing – 97ft

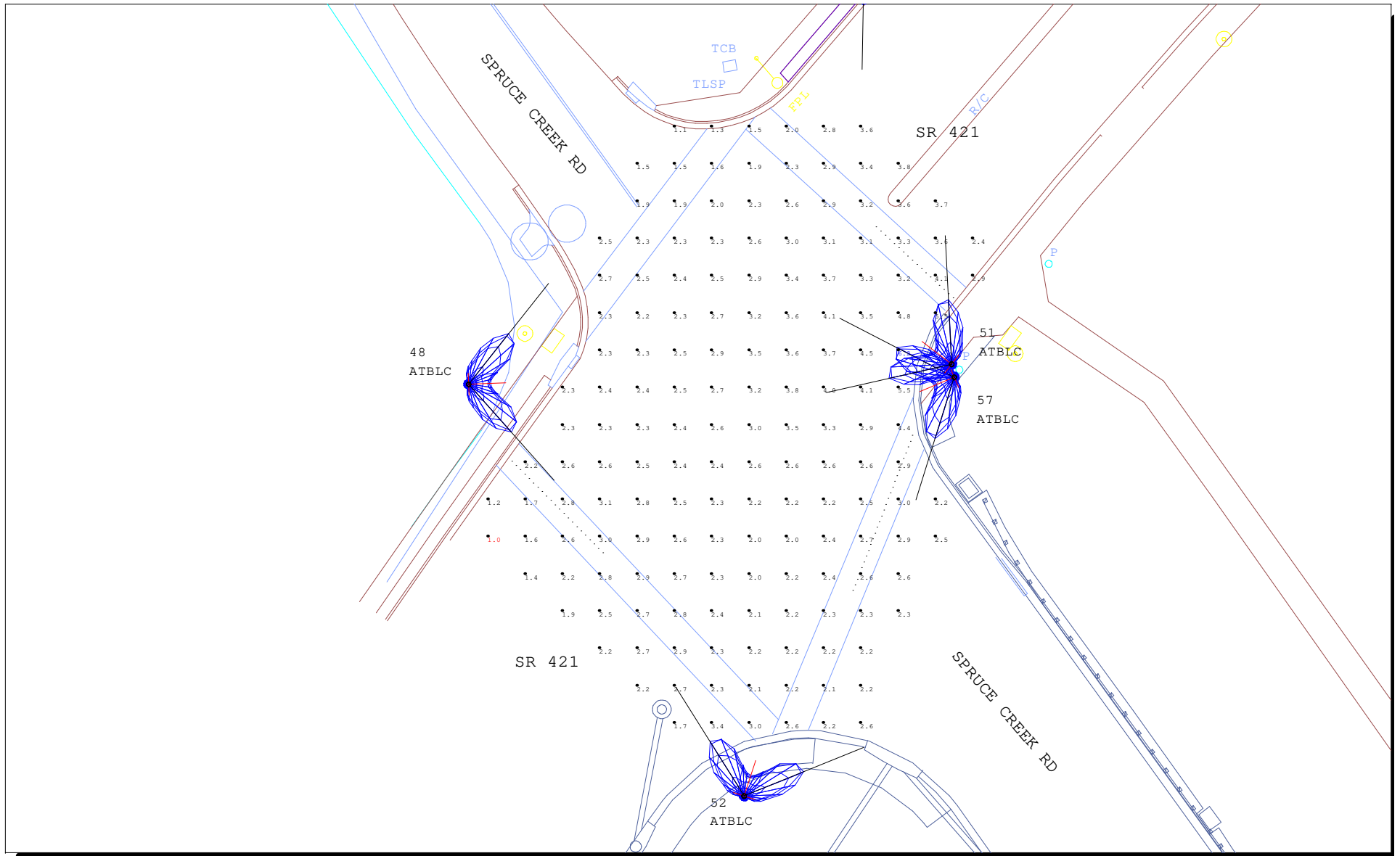


LIGHTING ALTERNATIVE 3:

AMERICAN ELECTRIC LIGHTING (AEL) AUTOBAHN ATBL COBRA HEAD LED FIXTURE

- 170W LED luminaire (AEL IES File ATBL_A_XXXXX_N2 or equivalent) shoulder mounted on 30' poles.
- 4000K, 70 CRI, Type II Distribution.
- 19,455 luminaire lumens, 100,000 hour fixture life, 5 year limited warranty.
- Fixture Cost: \$830.00
- Mainline spacing – 99ft FPL conflict pole spacing – 138ft

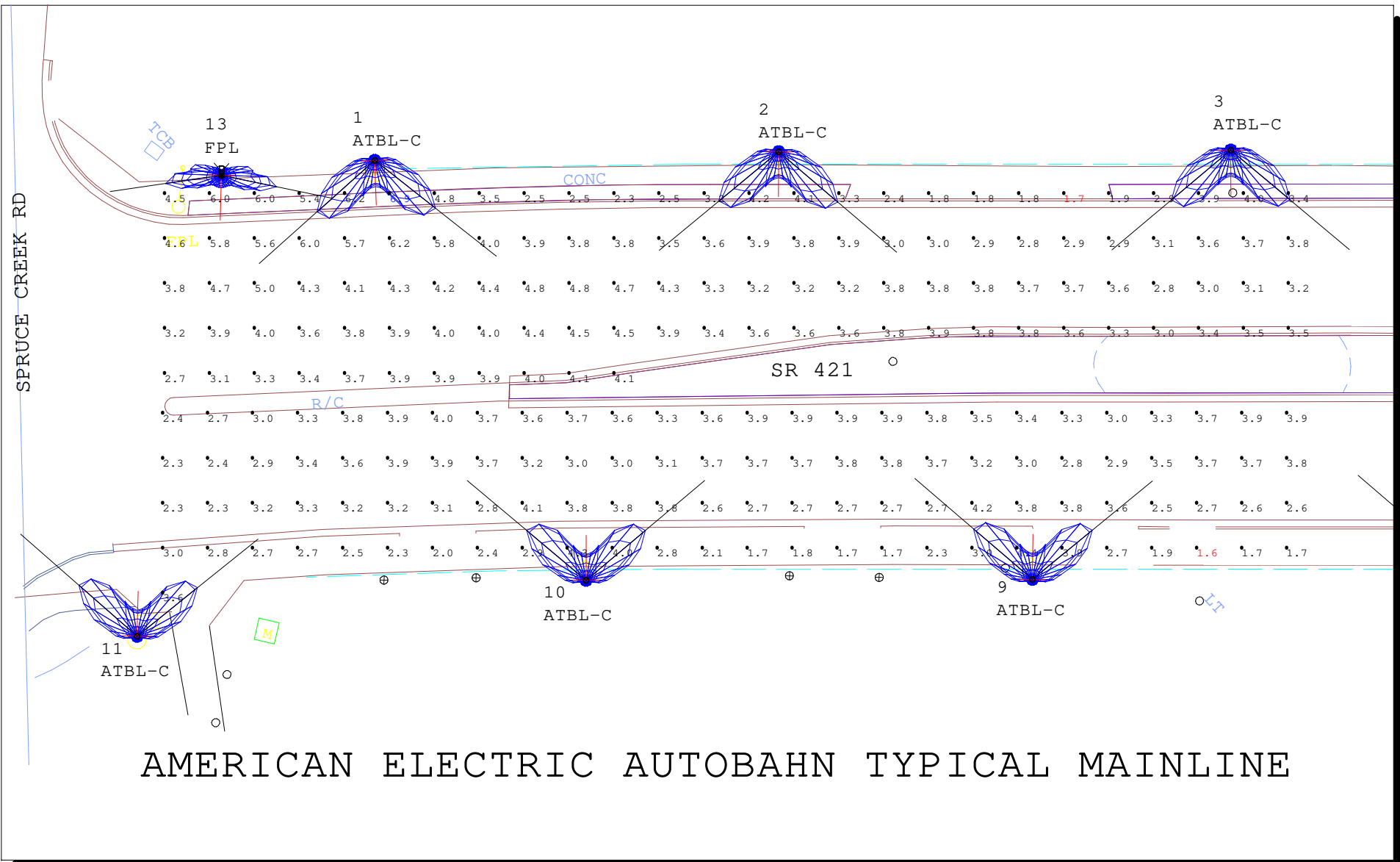




Luminaire Schedule									
Scene: Scene_1									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
5	ATBL_C_XXXXX_R4	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBLC	200	21311	0

Calculation Summary							
Scene: Scene_1							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CROSSWALK 1	Illuminance	Fc	1.34	2.2	0.0	N.A.	N.A.
CROSSWALK 2	Illuminance	Fc	2.27	2.7	1.7	1.34	1.59
CROSSWALK 3	Illuminance	Fc	2.36	2.9	0.9	2.62	3.22
INTERSECTION	Illuminance	Fc	2.67	6.2	1.0	2.67	6.20

Luminaire Location Summary			
Scene: Scene_1			
Tag	LumNo	Pole Height	Tilt
ATBLC (1 48		30	0
ATBLC (1 51		30	0
ATBLC (1 52		30	0
ATBLC (1 54		30	0
ATBLC (1 57		30	0



AMERICAN ELECTRIC AUTOBAHN TYPICAL MAINLINE

Luminaire Schedule

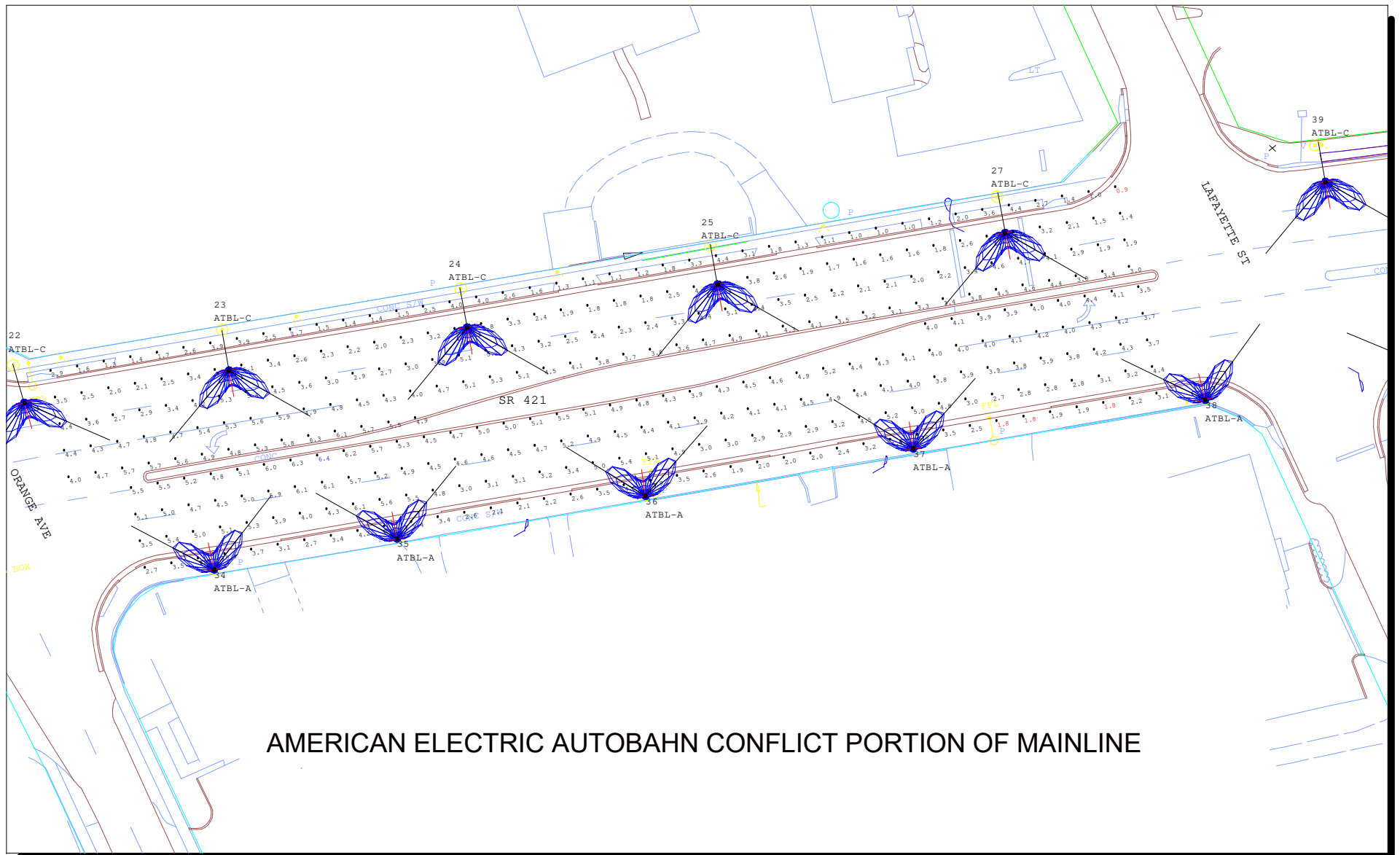
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1	Typical FPL Fxt	SINGLE	27500	0.900	OVF25SXX2D	FPL	250	21535
8	ATBL C. XXXXX R4	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-C	200	21311

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Roadside	Illuminance	Fc	3.80	6.9	1.7	2.24	4.06
South Roadside	Illuminance	Fc	3.15	4.4	1.6	1.97	2.75

Luminaire Location Summary

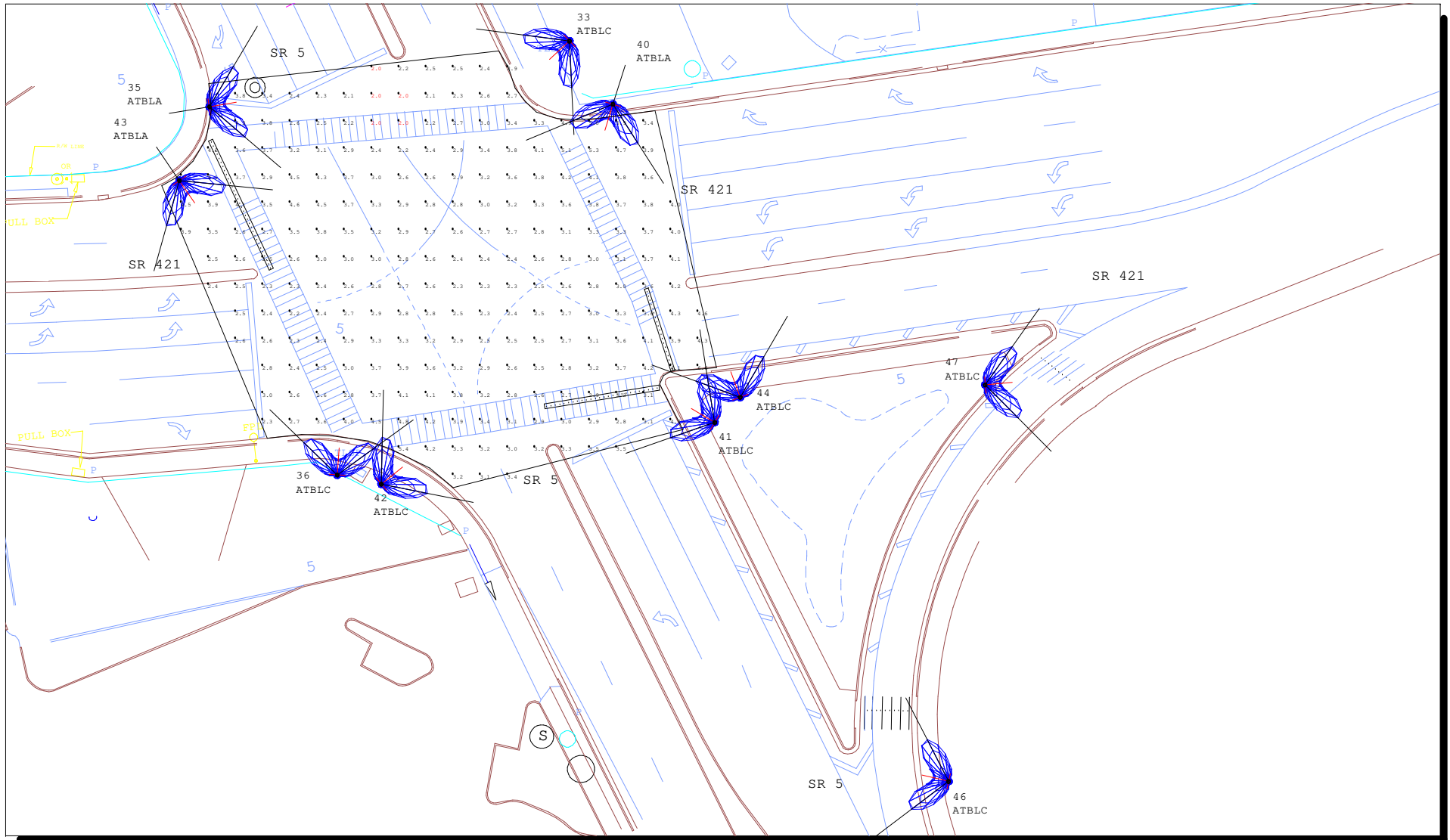
Tag	LumNo	Pole Height	Tilt
ATBL-C (	1	30	0
ATBL-C (	2	30	0
ATBL-C (	3	30	0
ATBL-C (	9	30	0
ATBL-C (	10	30	0
ATBL-C (	11	30	0
FPL (1)	13	30	0
ATBL-C (	15	30	0
ATBL-C (	16	30	0



AMERICAN ELECTRIC AUTOBAHN CONFLICT PORTION OF MAINLINE

Luminaire Schedule									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL C XXXXX R4	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-C	200	21311	15
7	ATBL C XXXXX R4 1	SINGLE	N.A.	1.000	ATBL C XXXXX R4	ATBL-A	200	21311	0
Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
North Roadside	Illuminance	Fc	3.38	7.0	0.9	3.76	7.78		
South Roadside	Illuminance	Fc	4.15	6.4	1.8	2.31	3.56		

Luminaire Location Summary			
Tag	LumNo	Pole Height	Tilt
ATBL-C (	22	30	0
ATBL-C (	23	30	0
ATBL-C (	24	30	0
ATBL-C (	25	30	0
ATBL-C (	27	30	0
ATBL-A (	34	30	0
ATBL-A (	35	30	0
ATBL-A (	36	30	0
ATBL-A (	37	30	0
ATBL-A (	38	30	0



Luminaire Schedule									
Scene: Scene_1									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL_C_XXXXX_R4	SINGLE	N.A.	1.000	ATBL_C_XXXXX_R4	ATBLC	200	21311	0
3	ATBL_C_XXXXX_R4_ARM	SINGLE	N.A.	1.000	ATBL_C_XXXXX_R4	ATBLA	200	21311	15

Calculation Summary								
Scene: Scene_1								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
CROSSWALK 1	Illuminance	Fc	2.53	3.5	0.9	2.81	3.89	
CROSSWALK 2	Illuminance	Fc	4.99	5.7	3.5	1.43	1.63	
CROSSWALK 3	Illuminance	Fc	4.33	4.9	3.2	1.35	1.53	
CROSSWALK 4	Illuminance	Fc	3.21	3.3	3.1	1.04	1.06	
CROSSWALK 5	Illuminance	Fc	2.38	2.6	1.9	1.25	1.37	
INTERSECTION	Illuminance	Fc	3.20	6.8	2.0	1.60	3.40	

Luminaire Location Summary				
Scene: Scene_1				
Tag	LumNo	Pole Height	Tilt	
ATBLC (1)	33	30	0	
ATBLA (1)	35	30	0	
ATBLC (1)	36	30	0	
ATBLA (1)	40	30	0	
ATBLC (1)	41	30	0	
ATBLC (1)	42	30	0	
ATBLA (1)	43	30	0	
ATBLC (1)	44	30	0	
ATBLC (1)	46	30	0	
ATBLC (1)	47	30	0	

FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 2

Contents:

1. Change Order 2 Power Phase Change
2. Entitlement Analysis
3. Voltage Drop Calculations
4. Governing Spec Sec. 639
5. Plans (Dated June 14, 2019)

Submittal: 6/25/2019
Rev. 0

CHANGE ORDER NO. 2
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1: \$0.00	Changes in contract time from previous Change Orders: No. 1: 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 2: \$0.00	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$674,971.86	Contract Times with all approved Change Orders: Final Completion: July 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Power phase change from Three Phase to Single Phase.
2. Revised Electrical Plans
3. Revised Voltage Drop Calculations
4. Load Center Shop Drawing Modification
5. FPL Power Service Point Change

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: The change was initiated by Florida Power and Light 2018 Dec 17. The Local Agency and its EOR cooperated with the Power Company as specified in the Governing Specifications Section 639 to revise the service voltage to 480 V.

IV. PAYMENT: No Cost Adjustments

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 2

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 2 Power Phase Change from Three Phase to Single Phase

1. Change Order Number 2
2. Description: Power Phase Change from Three Phase to Single Phase
3. Reasons for Change:
 - i. The change was initiated by Florida Power and Light on Dec. 17, 2018 which was after the Local Agency's Notice to Proceed to the Contractor. Local Agency and its EOR cooperated with the Power Company as specified in the Governing Specifications – FDOT Standard Specifications for Road and Bridge Construction, 2018, Section 639.
 - ii. Original design service voltage and revised service voltage is 480 V.
 - iii. Neither service point cost charged by FP&L is part of the LAP project. Local Agency was not charged for the three phase service. Local Agency paid for single phase at two separate service points.
4. Project correspondence:
 - i. Governing Specifications - FDOT Standard Specifications for Road and Bridge Construction, 2018.
 - ii. Signed and Sealed Voltage Drop Calculations.
5. Time Analysis:

Amount Requested by Contractor:	0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0
6. Cost Analysis:

Amount Requested by Contractor:	\$0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$0
7. Reasons for Contractor's full or partial payment: N/A

RR

Engineer Producing Analysis – Bryan Rerko, PE

6/24/19

Date

SECTION 639 ELECTRICAL POWER SERVICE ASSEMBLIES

639-1 Description.

Power service assemblies are utilized for signals, lighting, ITS, and other roadway applications. Install electrical power service assemblies for either overhead service or underground service in accordance with the details shown in Standard Plans, Index 639-001 or 639-002.

Coordinate with the power company to provide electrical service to the locations shown in the Plans. Consult and cooperate with the power company when power is needed at the service point. Furnish and install only those parts of the metering equipment or connections that are required by the power company in the locality involved.

639-2 Definitions.

1. Overhead Service: A service assembly which is supplied electrical power from an overhead power company source. Include with an overhead electrical power service assembly the following components:

- a. Weatherhead
- b. Conduit
- c. Electrical Service wire
- d. Meter base (when required)
- e. Service disconnect
- f. Surge Protective Device

2. Underground Service: A service assembly which is supplied electrical power from an underground power company source. Include with an underground electrical power service assembly the following components:

- a. Conduit
- b. Electrical Service wire
- c. Meter base (when required)
- d. Service disconnect
- e. Surge Protective Device

639-3 Materials.

639-3.1 Weatherhead: Use a weatherhead made of a copper free aluminum alloy with three electrical service wire entrance holes, meeting National Electric Code (NEC) requirements.

639-3.2 Conduit: Use conduit meeting the requirements of Section 630. Meet the requirements of Section 562 for coating all field cut and threaded galvanized pipe.

639-3.3 Electrical Service Wire: For signal service points, use No. 6 AWG stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet condition for connections between service disconnect and traffic cabinet, unless otherwise shown in the Plans.

For lighting service points, use single-conductor cable Type THWN-2 no smaller than No. 6 AWG for connections between service disconnect and load center.

639-3.4 Meter Base: Use meter bases approved by the local electric power company.

639-3.5 Service Disconnect:

TLC Engineering for Architecture

PROJECT: **Port Orange Dunlawton Street Lighting**
Port Orange, FL

SHEET NO.: 1

COMM. NO.: **517004**

BY: **DRS**

DATE: **March 4, 2019**

OF: 1

VOLTAGE DROP CALCULATIONS

$$\text{VOLT LOSS} = \frac{\text{DISTANCE} \times \text{CURRENT (Imax)} \times \text{VOLTAGE DROP FACTOR}}{\text{SETS OF CONDUCTORS} \times 1,000,000}$$

ABBREVIATIONS:

VDF VOLTAGE DROP FACTOR

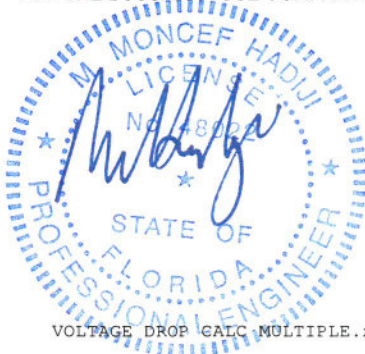
LPF LOAD POWER FACTOR

DIST DISTANCE

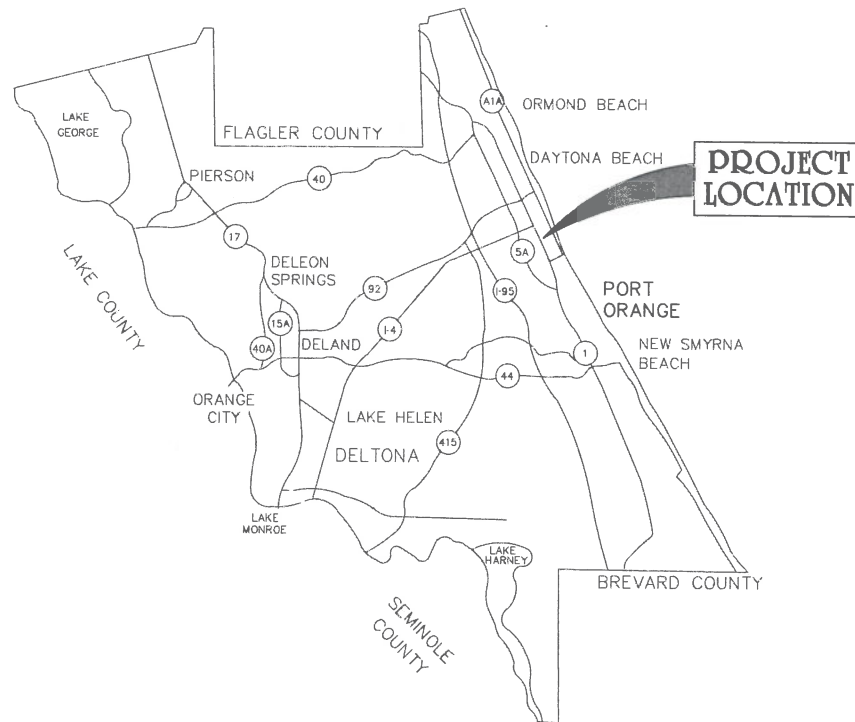
$$\% \text{ VOLT LOSS} = \frac{\text{VOLTAGE LOSS}}{\text{VOLTS}} \times 100$$

[illegible]

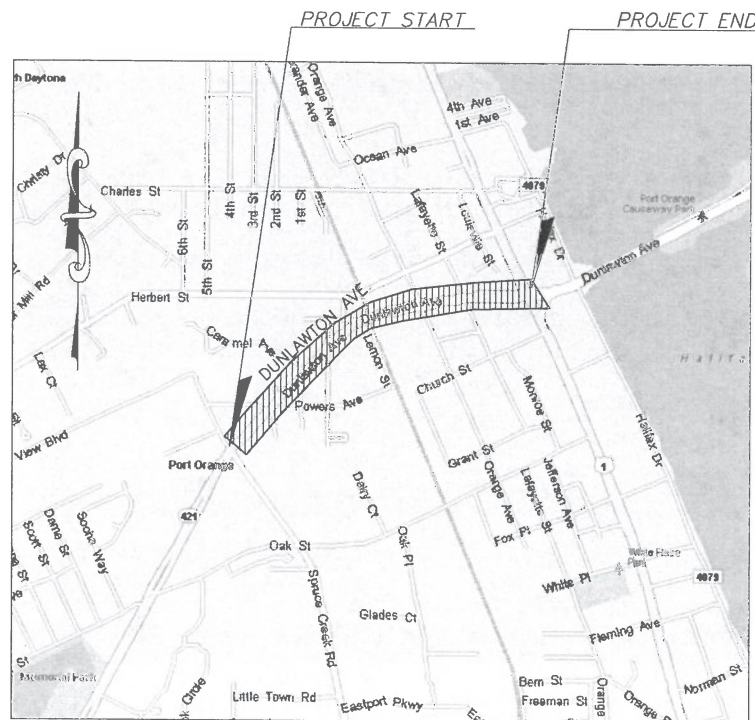
* CALCULATIONS ARE BASED ON FORMULAS AND VALUES OUTLINED IN THE ELECTRICAL PROTECTION HANDBOOK, PUBLISHED BY MCGRAW-EDISON FOR THE BUSSMAN FUSE COMPANY.



MAR 04 2019



COUNTY MAP



VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2018 AS AMENDED BY CONTRACT DOCUMENTS.



CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

BID No. 17-32

S.R. 421 (DUNLAWTON AVE.) RIDGEWOOD AVE. TO SPRUCE CREEK RD. LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

RELEASED FOR CONSTRUCTION

PREPARED BY:

QLH

A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

INDEX OF ROADWAY PLANS

CP&F FDOT	1	COVER SHEET - INDEX
CP&F FDOT	2	SUMMARY OF PAY ITEMS AND NOTES WITH TYPICAL SECTION
FDOT **	3	ROADWAY LIGHTING STA. 9+00 - STA. 15+00
CP&F FDOT **	4	ROADWAY LIGHTING STA. 15+00 - STA. 21+00
CP&F FDOT **	5	ROADWAY LIGHTING STA. 21+00 - STA. 27+00
FDOT **	6	ROADWAY LIGHTING STA. 27+00 - STA. 32+00
CP&F FDOT **	7	ROADWAY LIGHTING STA. 32+00 - STA. 37+00
CP&F FDOT **	8	ROADWAY LIGHTING STA. 37+00 - STA. 43+00
CP&F FDOT **	9	ROADWAY LIGHTING STA. 43+00 - STA. 49+00
	10	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	11	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	12	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
	13	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
**	14	STANDARD DETAILS
	15	MOT DETAILS
*Δ	E-001	ELECTRICAL SYMBOL LEGEND
*Δ	E-002	ELECTRICAL GENERAL NOTES
*Δ	E-003	ELECTRICAL GENERAL NOTES
*Δ	E-004	OVERALL STREET LIGHTING PLAN
FDOT *Δ	E-101	ELECTRICAL PLAN - AREA 1
CP&F FDOT *Δ	E-102	ELECTRICAL PLAN - AREA 2
FDOT *Δ	E-103	ELECTRICAL PLAN - AREA 3
FDOT *Δ	E-104	ELECTRICAL PLAN - AREA 4
CP&F FDOT *Δ	E-105	ELECTRICAL PLAN - AREA 5
CP&F FDOT *Δ	E-106	ELECTRICAL PLAN - AREA 6
CP&F FDOT *Δ	E-107	ELECTRICAL PLAN - AREA 7
FDOT *Δ	E-108	ENLARGED ELECTRICAL PANEL PLANS
CP&F FDOT *Δ	E-201	INTERSECTION 1 & 2 LIGHTING
*Δ	E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
*Δ	E-302	ELECTRICAL PANEL SCHEDULE
CP&F FDOT *Δ	E-303	POLE DATA SCHEDULE
CP&F FDOT *Δ	E-304	POLE DATA SCHEDULE
*Δ	E-305	ELECTRICAL ONE-LINE DIAGRAMS
*Δ	E-306	ELECTRICAL DETAILS
FDOT *Δ	E-307	ELECTRICAL DETAILS
*Δ	E-308	ELECTRICAL DETAILS
*Δ	E-309	ELECTRICAL DETAILS
CP&F FDOT *Δ	E-310	ELECTRICAL DETAILS

* REVISED 12-13-18

** REVISED 1-24-19

Δ REVISED 1-30-19

FDOT REVISED 4-17-19

CP&F CONFORMED POLE & FOUNDATIONS REVISED 6-16-19

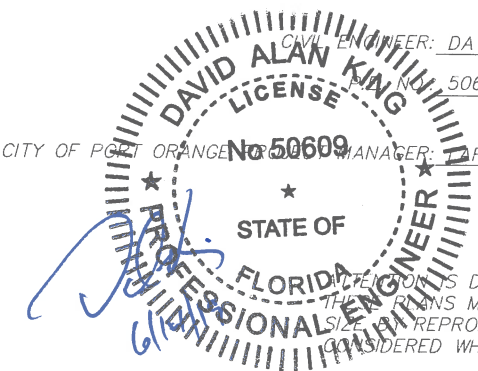
ELECTRICAL ENGINEER: MONCEF HADIJI, P.E.

P.E. NO.: 48022

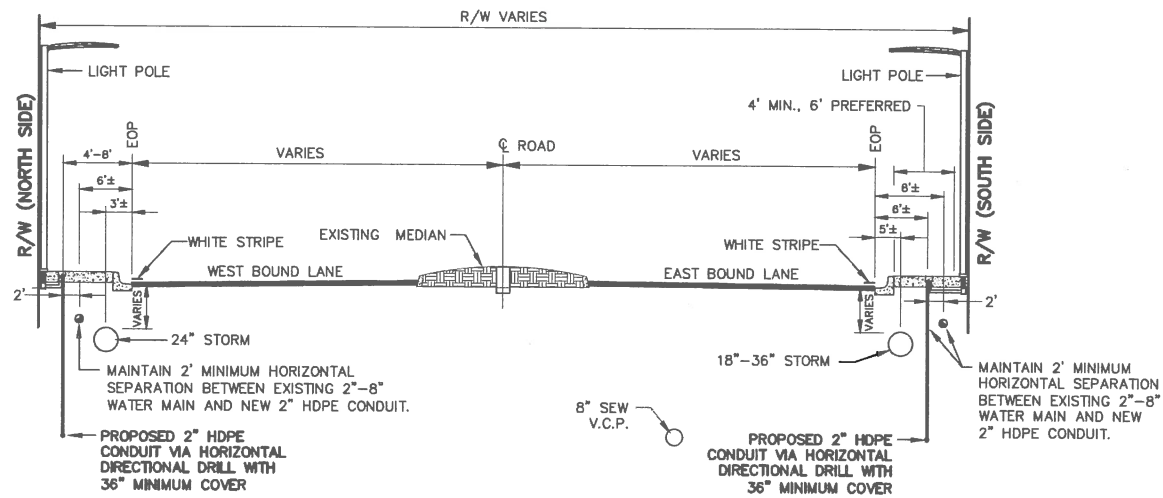
CIVIL ENGINEER: DAVID KING, P.E.

P.E. NO.: 50609

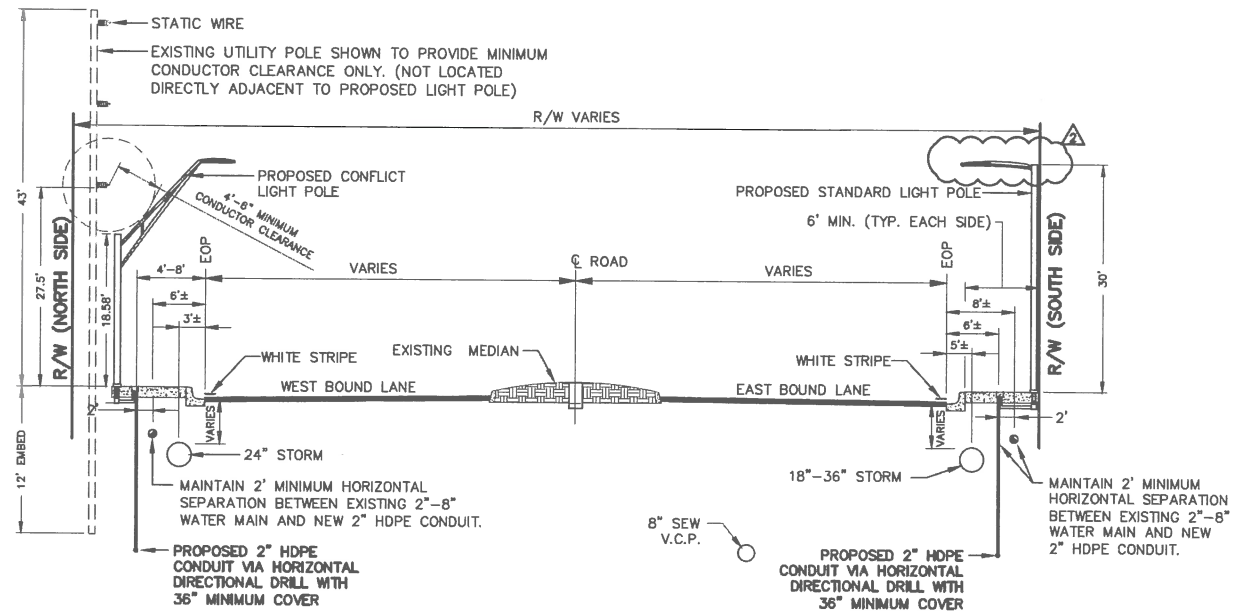
CITY OF PORT ORANGE MANAGER: LARRY ROBERTS, P.E.



IT IS HEREBY DIRECTED TO THE FACT THAT THE PLANS MAY HAVE BEEN ALTERED IN SIZE OR REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 8+66 TO STA. 29+00



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

GENERAL PROJECT REQUIREMENTS

- UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
- ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
- THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL DO ALL THAT IS POSSIBLE TO AVOID TREES, PARTICULARLY TREES 3" DIAMETER OR LARGER. NO TREE SHALL BE REMOVED UNLESS IN DIRECT CONFLICT WITH CONSTRUCTION AND DESIGNATED FOR REMOVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE GOVERNING STANDARDS & SPECIFICATIONS SHOWN ON THE KEY SHEET. CONTRACTOR SHALL PROVIDE COUNTY AND F.D.O.T. WITH DRAWINGS FOR APPROVAL OF TRAFFIC CONTROL PLAN WITH DEVICES IN ACCORDANCE WITH SECTION 102 OF THE MAINTENANCE OF TRAFFIC PER F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (JANUARY 2018).
- ALL DRIVEWAYS TO BE REPAIRED TO EXISTING OR BETTER CONDITION. ALL ASPHALT DRIVEWAYS SHALL BE SAWCUT AND REPAIRED. OVERLAY ASPHALT DRIVES FROM EDGE OF ROAD OR BACK OF CURB TO RIGHT OF WAY LINE. ALL CONCRETE DRIVES TO BE REPLACED FROM R/W LINE AND/OR NEAREST CONSTRUCTION JOINT TO EDGE OF ROAD OR BACK OF CURB. ALL REPAIRS/OVERLAYS SHALL BE CONCRETE. CONCRETE DRIVES ARE 6" THICK 2,500 PSI CONCRETE UNLESS OTHERWISE NOTED. ADDITIONAL HOUSES, DRIVEWAYS AND SIDEWALKS MAY HAVE BEEN CONSTRUCTED SINCE THE SURVEY WAS COMPLETED. THIS NEW CONSTRUCTION IS NOT SHOWN ON THESE PLANS. PAYMENT WILL BE MADE FOR REPAIR OF DRIVEWAYS AND SIDEWALKS ACCORDING TO THE LINE ITEM AMOUNT IN THE SCHEDULE OF UNIT
- CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL CITY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL COMPLY WITH OSHA RULE 1926.

NOTE:

ALL OVERHEAD UTILITIES SHOWN IN THE PLANS ARE LESS THAN OR EQUAL TO 50KV.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY QLH DURING DESIGN									
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED			
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1
WATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
WASTEWATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
ELECTRIC DISTRIBUTION	FPL	MARIANNE DILLARD	(407) 328-1922	Marianne.Dillard@fpl.com	4/26/17				
ELECTRIC TRANSMISSION	FPL	PETE WASHIO	(561) 904-3693	peter.h.washio@fpl.com	4/26/17				
PHONE	AT&T FLORIDA	KIRBY SPENCER	(386) 257-7930	KS2488@att.com	4/26/17				
TV CABLE	BRIGHT HOUSE NETWORKS	BEN TWYMAN	(386) 527-6836	ben.twyman@mybrighthouse.com	4/26/17				
GAS	TECO GAS		(904) 545-8958		4/26/17				5/26/17
SIGNALIZATION	VOLUSIA COUNTY TRAFFIC ENGINEERING	MELISSA WINSETT	(386) 736-5968	mwinsett@volusia.org	4/26/17				
F.O. CABLE	LEVEL 3	MICHAEL NUNEZ	(888) 381-0402	michael.nunez@level3.com	4/26/17				

PAY ITEM 0101 1 MOBILIZATION

INCLUDES ALL COST ASSOCIATED WITH THE ESTABLISHING PROJECT CONTROL IN THE FIELD, INCLUDING STAKING BASELINE OF CONSTRUCTION AND ALL PROPOSED IMPROVEMENTS, AS WELL AS THE PRE/POET VIDEO AND AS-BUILT DRAWINGS.

PAY ITEM 0110 1 1 CLEARING AND GRUBBING

INCLUDES ALL COSTS ASSOCIATED WITH PROTECTION OF EXISTING TREES

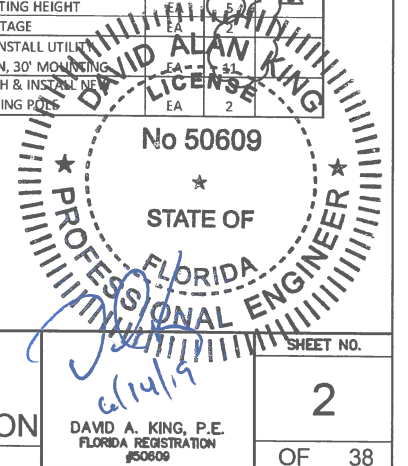
PAY ITEM 0570 1 2 PERFORMANCE TURF, SOD

INCLUDES ALL COSTS FOR MAINTAINING SOD, INCLUDING WATERING, MOWING AND LITTER REMOVAL IF REQUIRED, UNTIL SUCH TIME IT IS ESTABLISHED AND THE PROJECT IS FINALLY ACCEPTED.

PAY ITEM 0715 4 LIGHT POLE COMPLETE

INCLUDES ALL COSTS ASSOCIATED WITH USE OF VACUUM EXCAVATION TO VERIFY PROPOSED FOUNDATION LOCATIONS ARE CLEAR OF EXISTING UTILITIES PRIOR TO START OF FOUNDATION INSTALLATION

SUMMARY OF PAY ITEMS				
PAY ITEM	DESCRIPTION	UNIT	QTY	FINAL
0101 1	MOBILIZATION	LS	1	
0102 1	MAINTENANCE OF TRAFFIC	LS	1	
0110 1 1	CLEARING AND GRUBBING	LS	1	
0522 1	CONCRETE SIDEWALK (6" THICK - 2500 PSI), REMOVAL AND REPLACEMENT	SY	372.1	
0570 1 2	PERFORMANCE TURF, SOD	SY	378	
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	823	
0630 2 12	CONDUIT, F&I, DIRECTIONAL DRILL	LF	87	
0635 2 11	PULL BOX, F&I, 13"x24" COVER SIZE (TRAFFIC RATED)	EA	79	
0639 1121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	EA	2	
0715 4 70	LIGHT POLE COMP, REMOVE POLE AND FOUNDATION	EA	3	
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	26181	
0715 4 11	LIGHT POLE COMPLETE, F&I, STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	37	
0715 4 21	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	9	
0715 4 31	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	5	
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	
0715 4 41	LIGHT POLE COMPLETE, FURNISH & INSTALL UTILITY CONFLICT POLE, SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, LUMINAIRE & BRACKET ARM, FURNISH & INSTALL NE	EA	31	
0715 5 31	LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
4	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				



CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0298.1

SUMMARY OF PAY
ITEMS AND NOTES
WITH TYPICAL SECTION

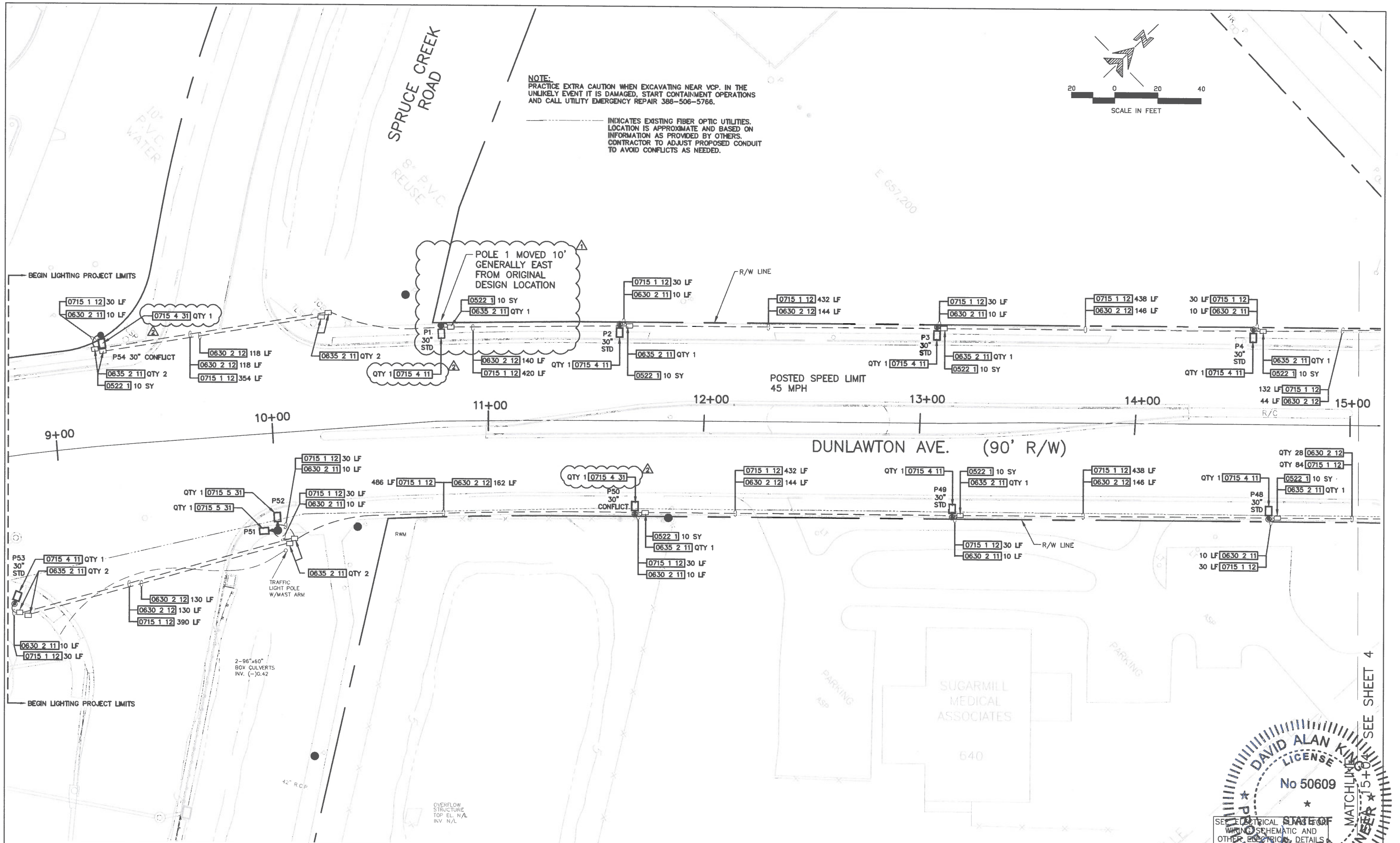
DRAWN BY: ADK

DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609

SHEET NO.

2

OF 38



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS

QLH
A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

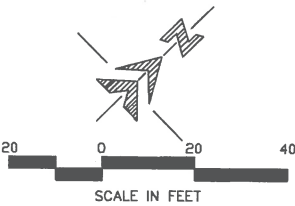
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1

ROADWAY PLAN
STA. 9+00 - STA. 15+00
DRAWN BY: ADK

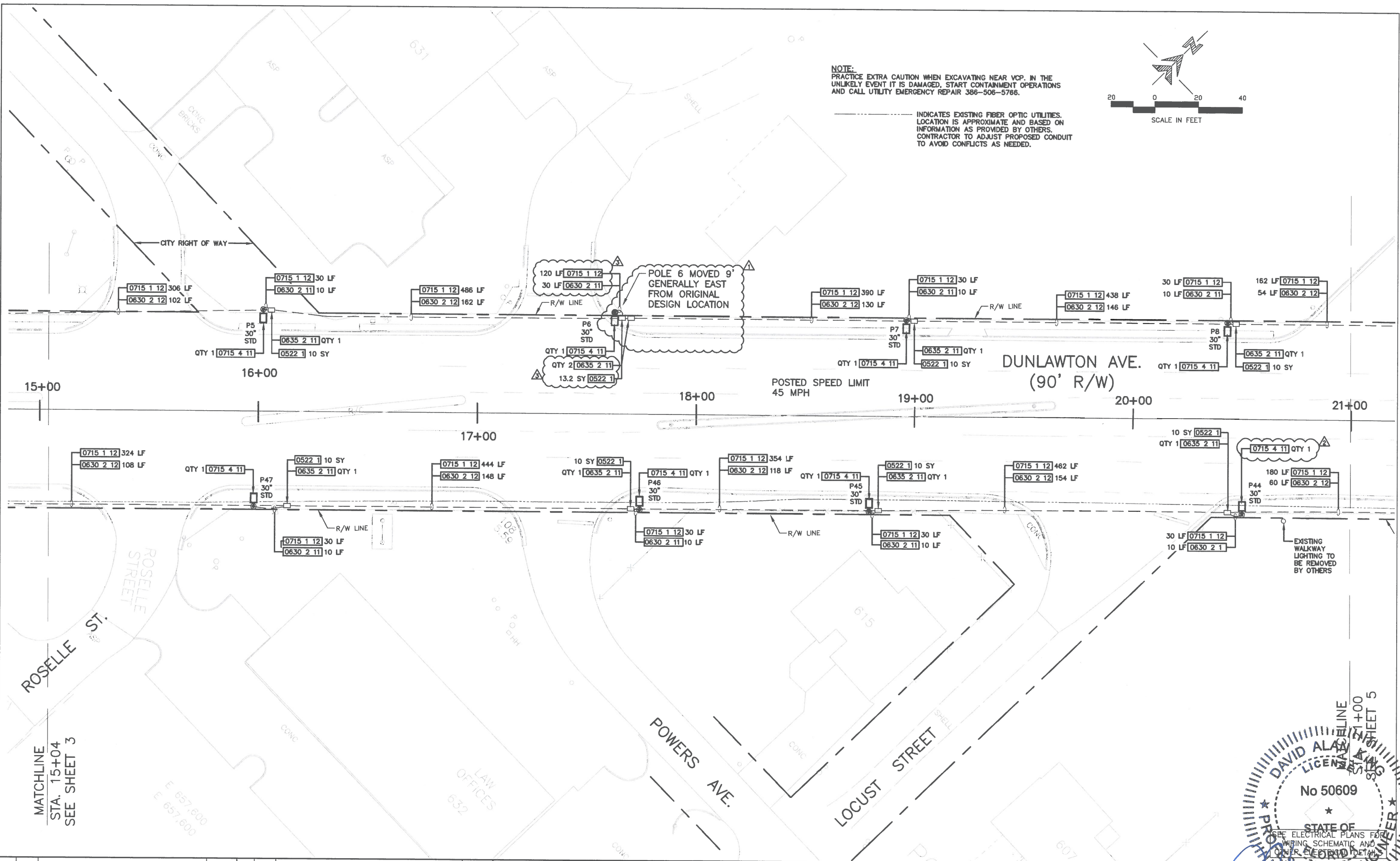
DAVID ALAN KING
LICENSE
No 50609
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
ELECTRICAL
SEE SHEET 4

3
OF 38

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.



INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
INFORMATION AS PROVIDED BY OTHERS.
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 15+04
SEE SHEET 3

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

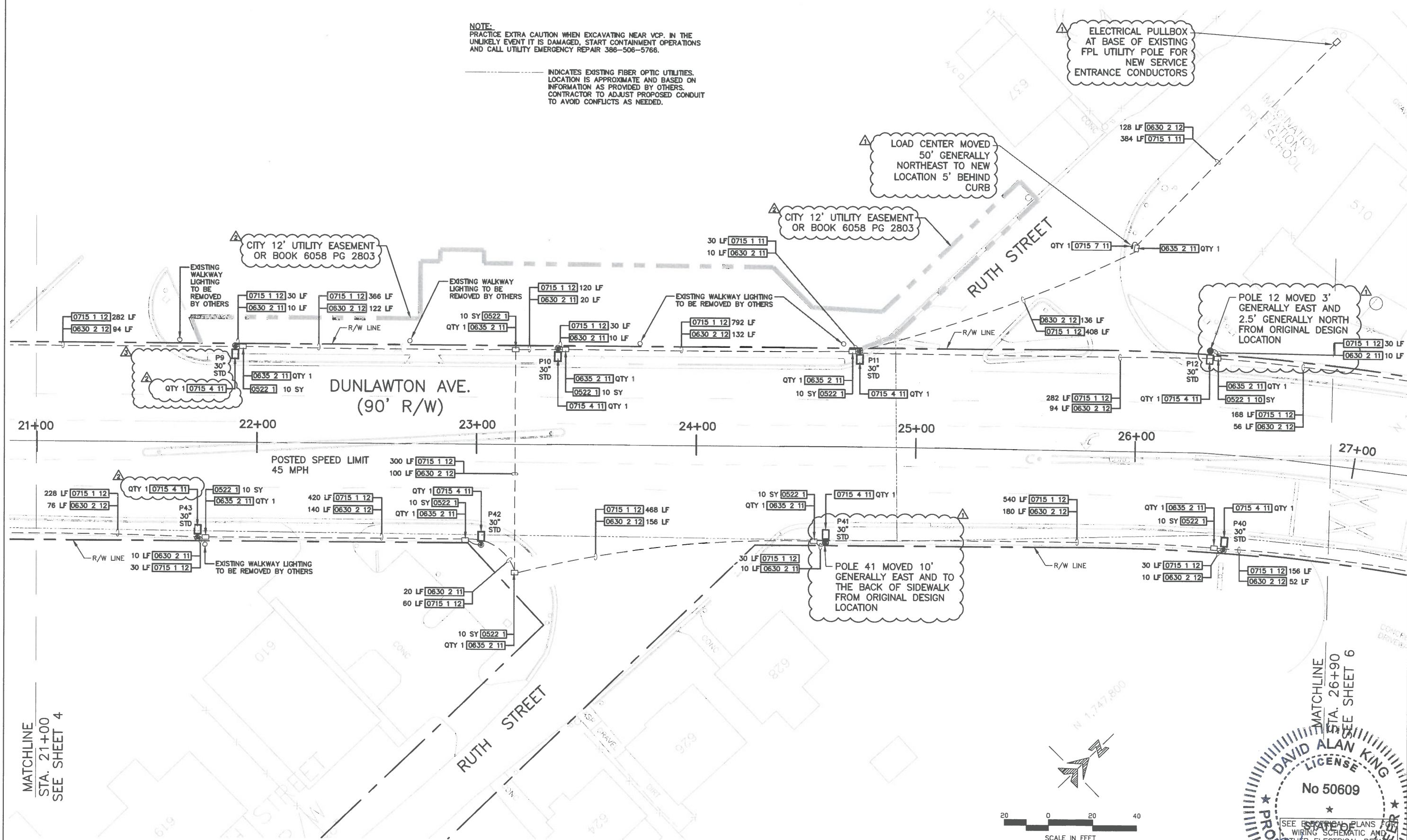
S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 15+00 - STA. 21+00
DRAWN BY: ADK

DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609
PROFESSIONAL ENGINEER
No 50609
STATE OF FLORIDA
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS
SHEET 4
OF 38

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

INDICATES EXISTING FIBER OPTIC UTILITIES. LOCATION IS APPROXIMATE AND BASED ON INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR TO ADJUST PROPOSED CONDUIT TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 21+00
SEE SHEET 4

MATCHLINE
STA. 26+90
SEE SHEET 6

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

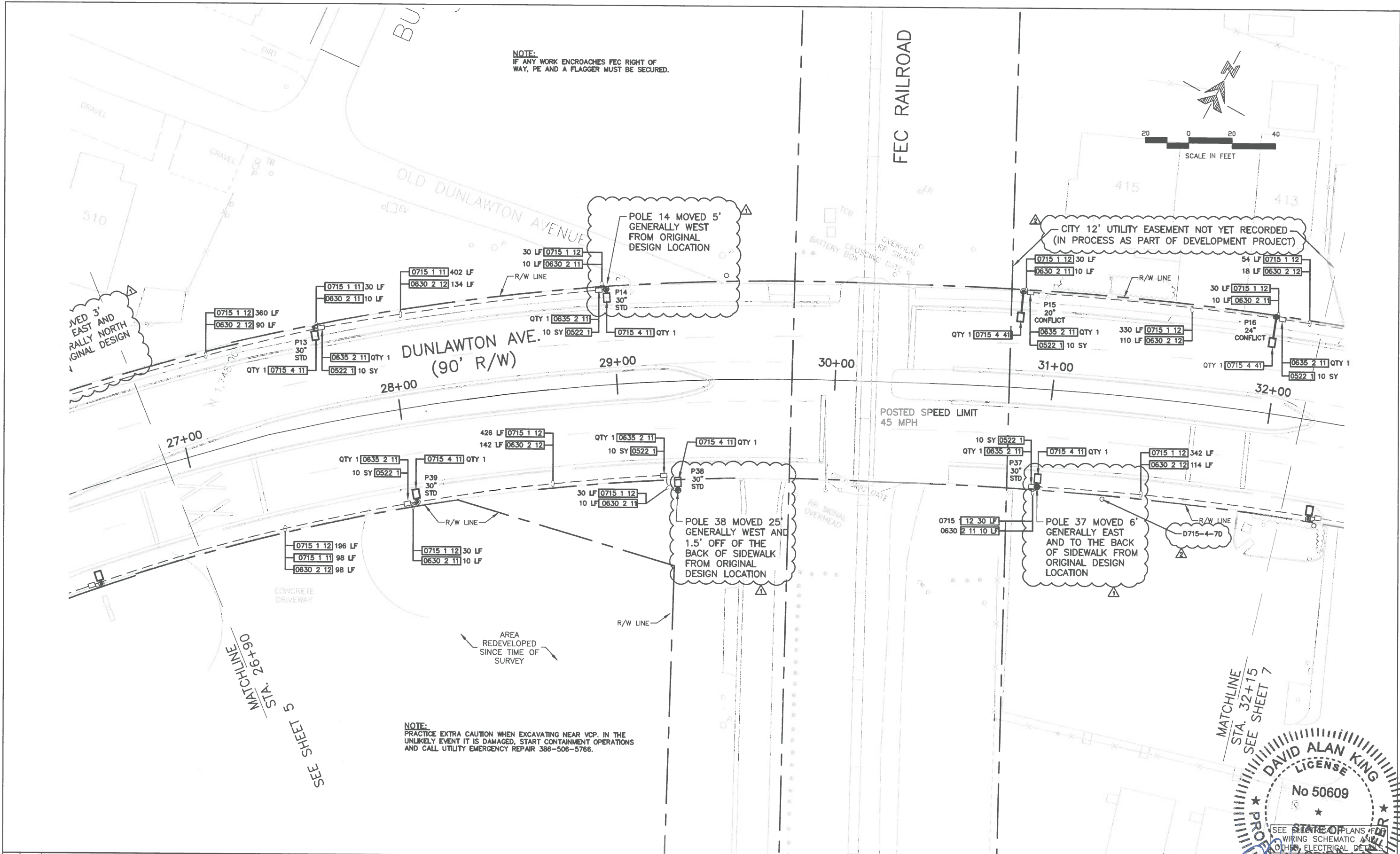
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 21+00 - STA. 27+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
PROFESSIONAL ENGINEER
FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	DATE

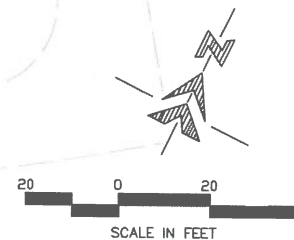
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 27+00 - STA. 32+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
STATE OF FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609
OF 38



NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

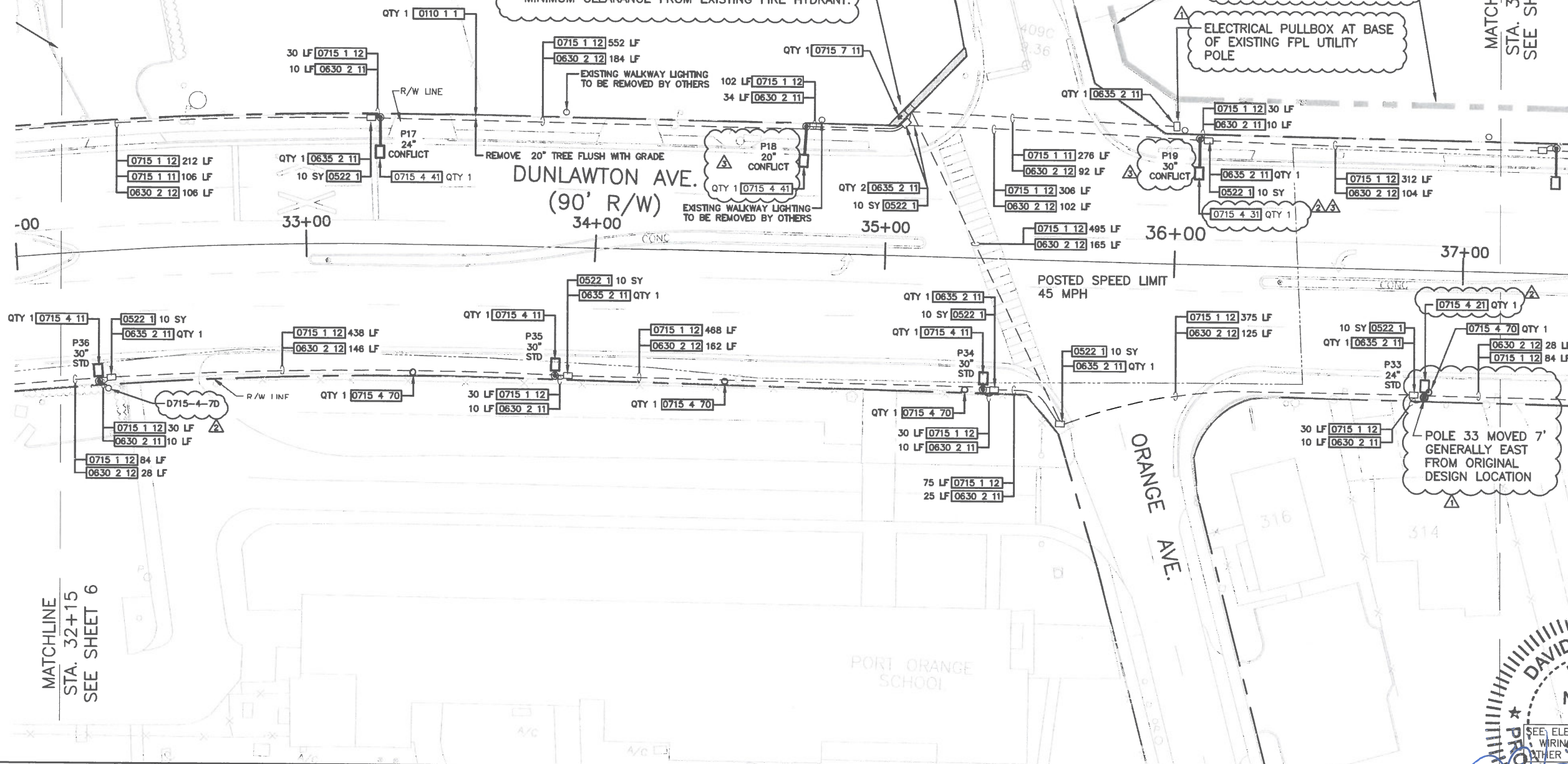
INDICATES EXISTING FIBER OPTIC UTILITIES. LOCATION IS APPROXIMATE AND BASED ON INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR TO ADJUST PROPOSED CONDUIT TO AVOID CONFLICTS AS NEEDED.

REVISED LOAD CENTER LOCATION. REMOVE 2'11"x28'6" EXISTING SIDEWALK. CENTER NEW LOAD CENTER IN FIRST 12'4" OF REMOVED SIDEWALK. USE ONLY 2'0" OF THE 2'11" REMOVED. MAINTAIN 5' MINIMUM CLEARANCE FROM EXISTING FIRE HYDRANT.

CITY 12' UTILITY EASEMENT OR BOOK 7220 PG 3537

ELECTRICAL PULLBOX AT BASE OF EXISTING FPL UTILITY POLE

MATCHLINE
STA. 37+13
SEE SHEET 8



MATCHLINE
STA. 32+15
SEE SHEET 6

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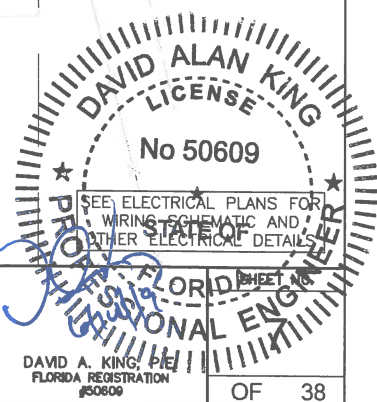
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**

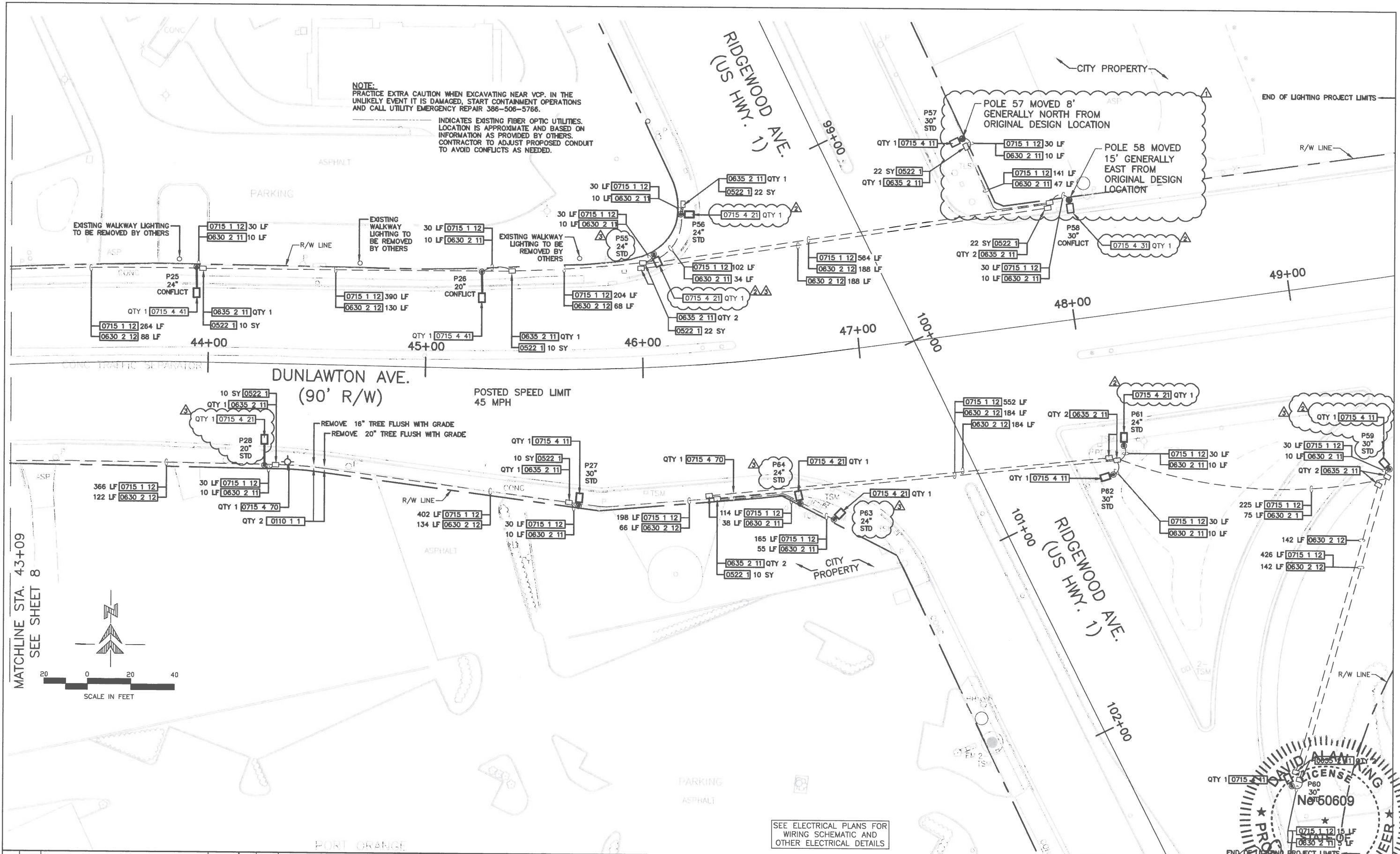
ROADWAY PLAN
STA. 32+00 - STA. 37+00

PROJECT No. P0298.1

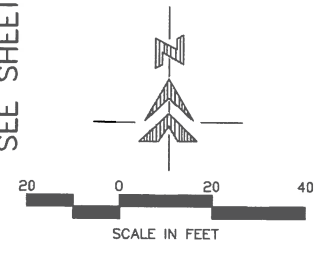
DRAWN BY: ADK



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				



MATCHLINE STA. 43+09
SEE SHEET 8



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

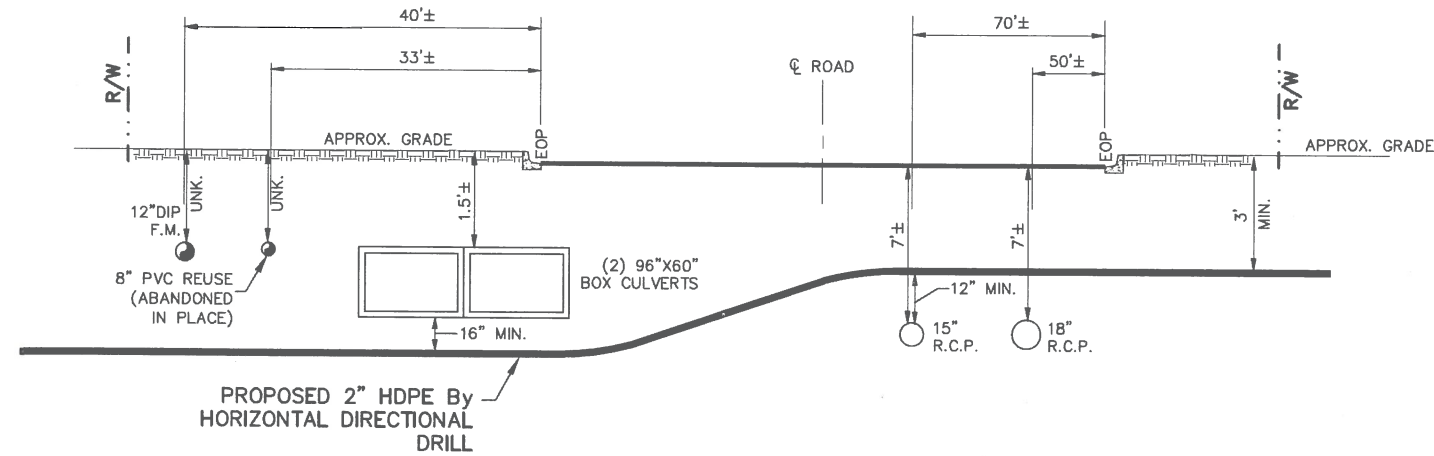
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P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

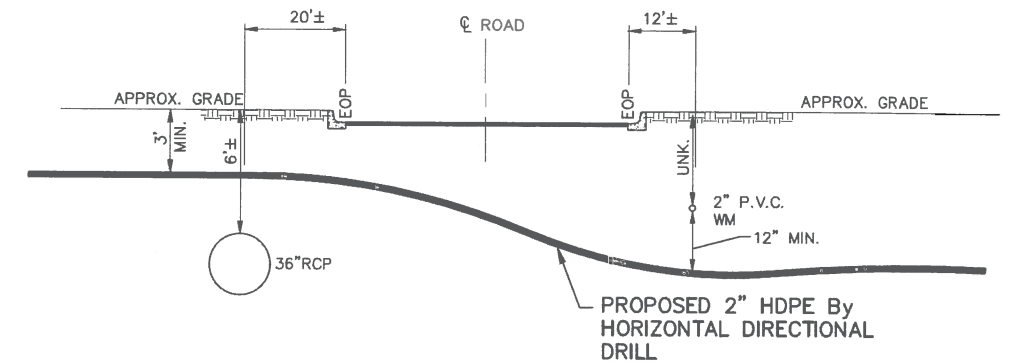
**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

**ROADWAY PLAN
STA. 43+00 - STA. 49+00**
DRAWN BY: ADK

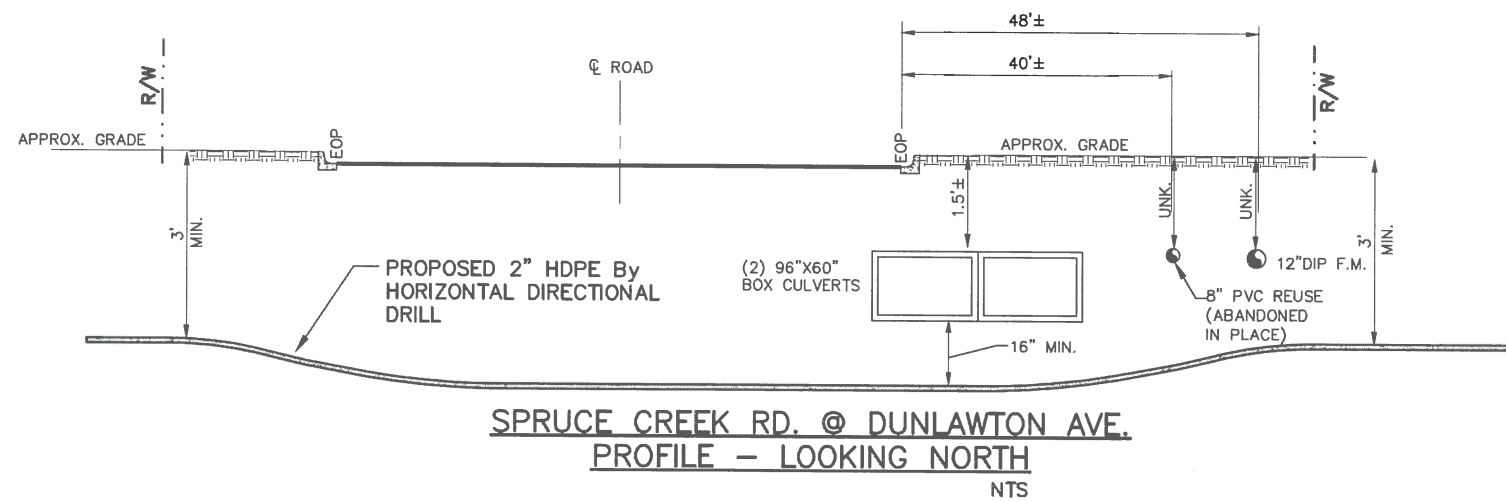
DAVID A. KING
PROFESSIONAL ENGINEER
FLORIDA
REGISTRATION #50609
OF 38



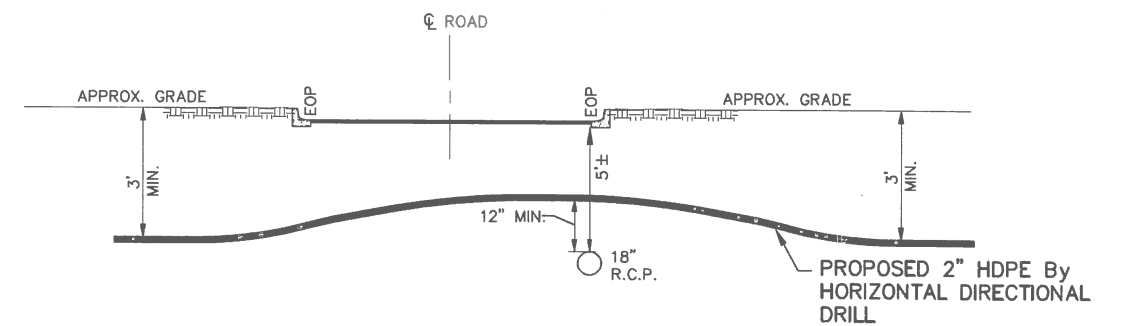
SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

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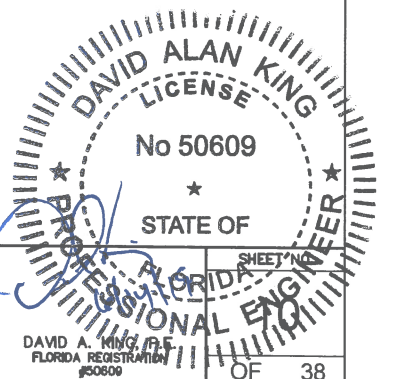
CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

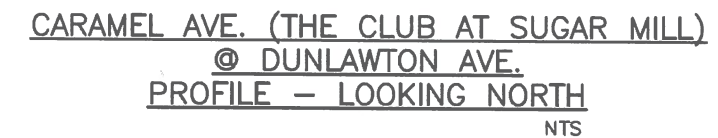
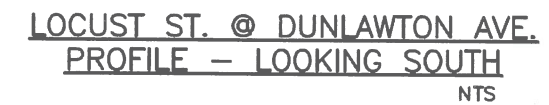
HDD PROFILES AT
SIDESTREETS

PROJECT No. P0298.1

DRAWN BY: ADK



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

[illegible]

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**CITY OF
PORT ORANGE**
VOLUSIA COUNTY, FL

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**

PROJECT No. P0298.1

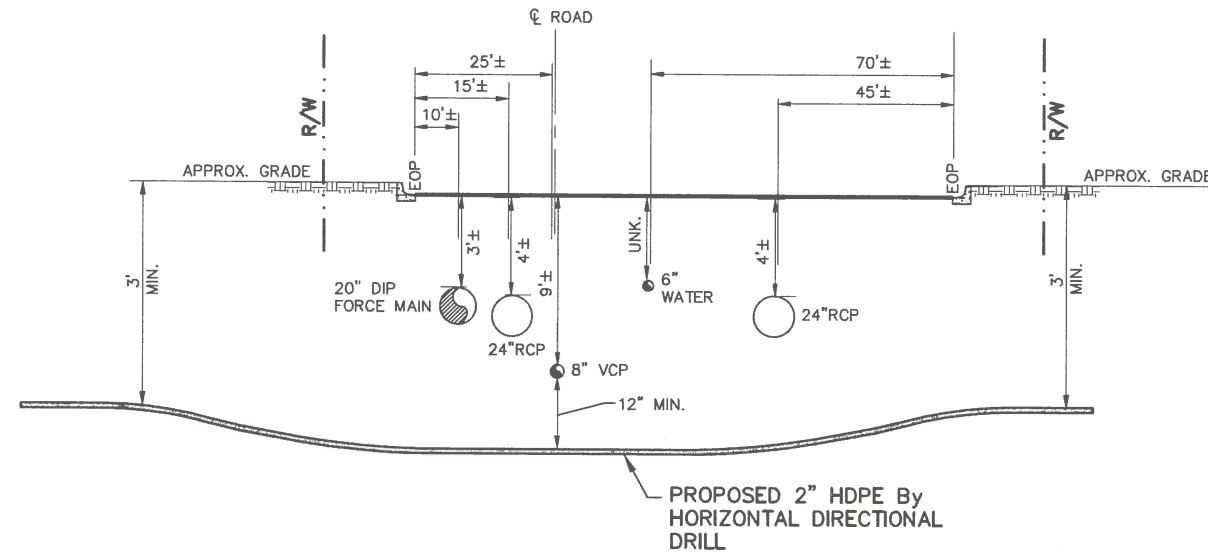
HDD PROFILES AT SIDEStreETS

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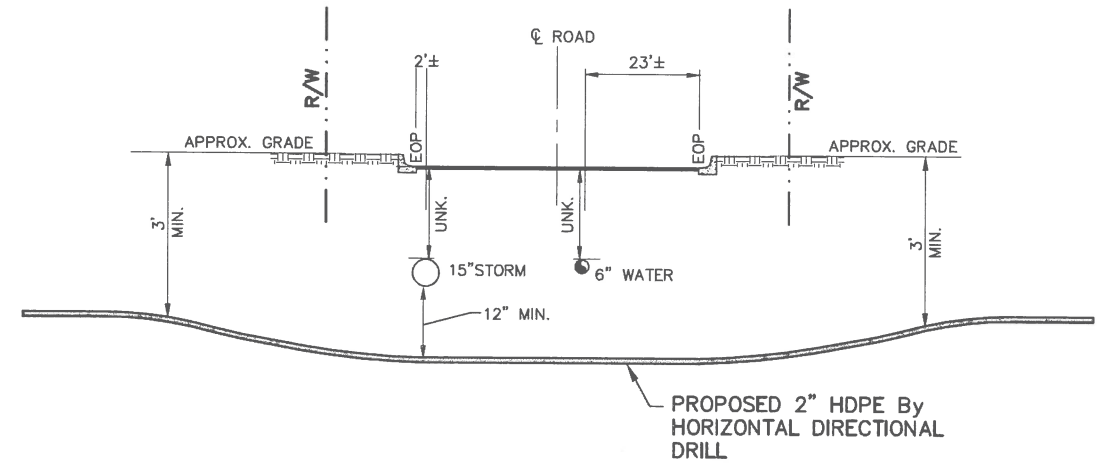
DAVID ALAN KING
LICENSE
No 50609
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609

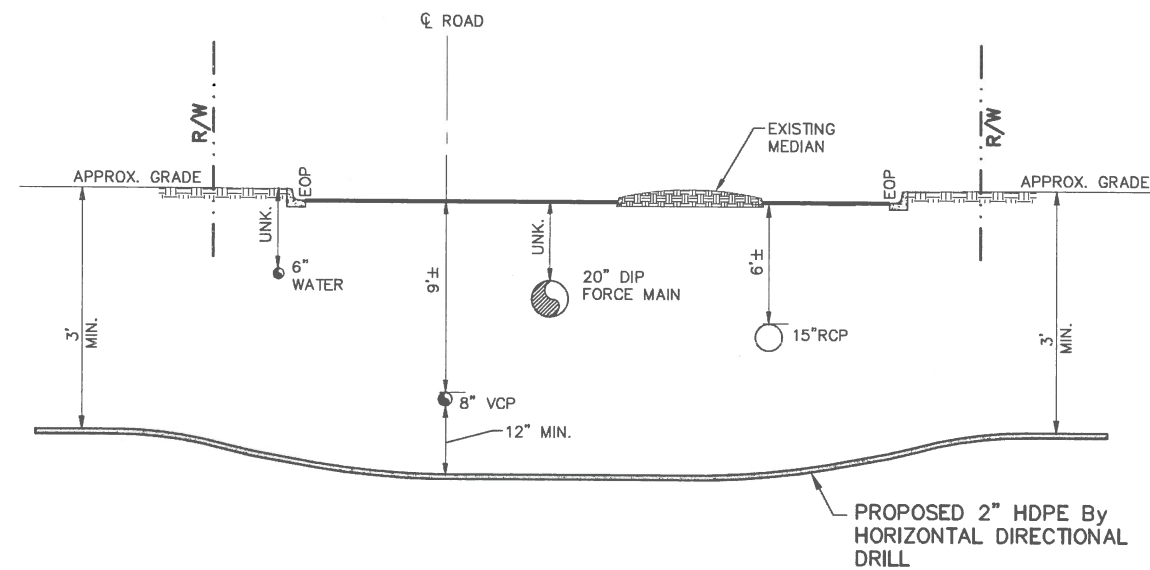
OF 38



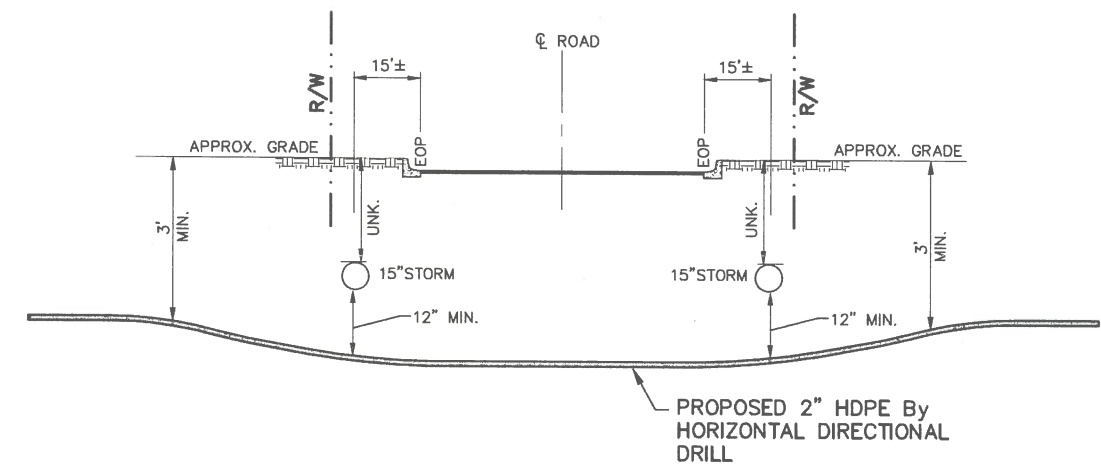
RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

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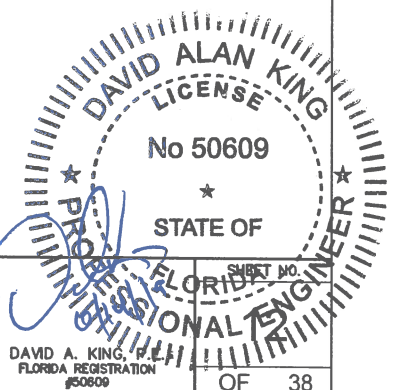
CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

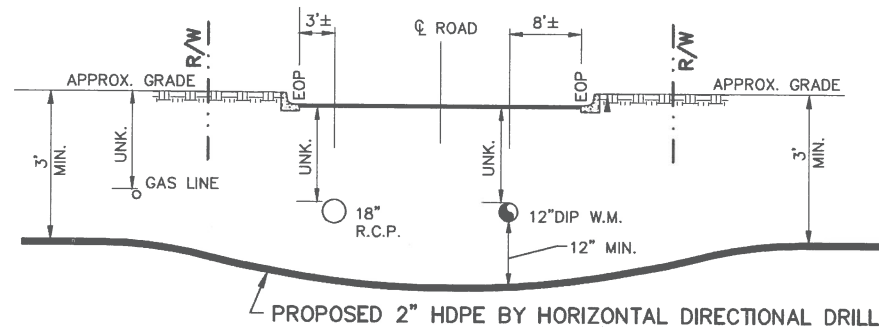
HDD PROFILES AT
SIDESTREETS

PROJECT No. P0298.1

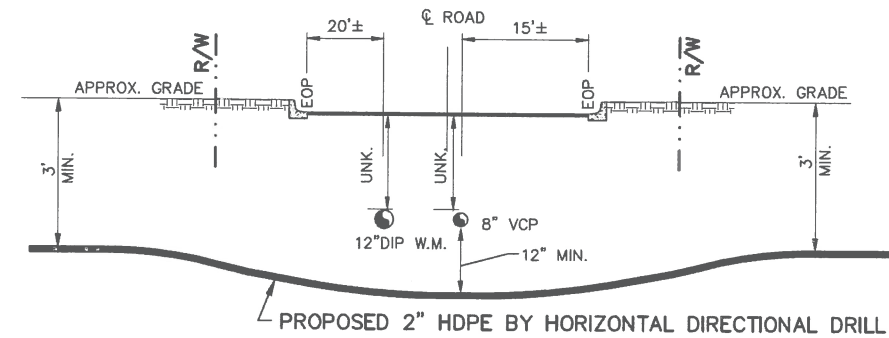
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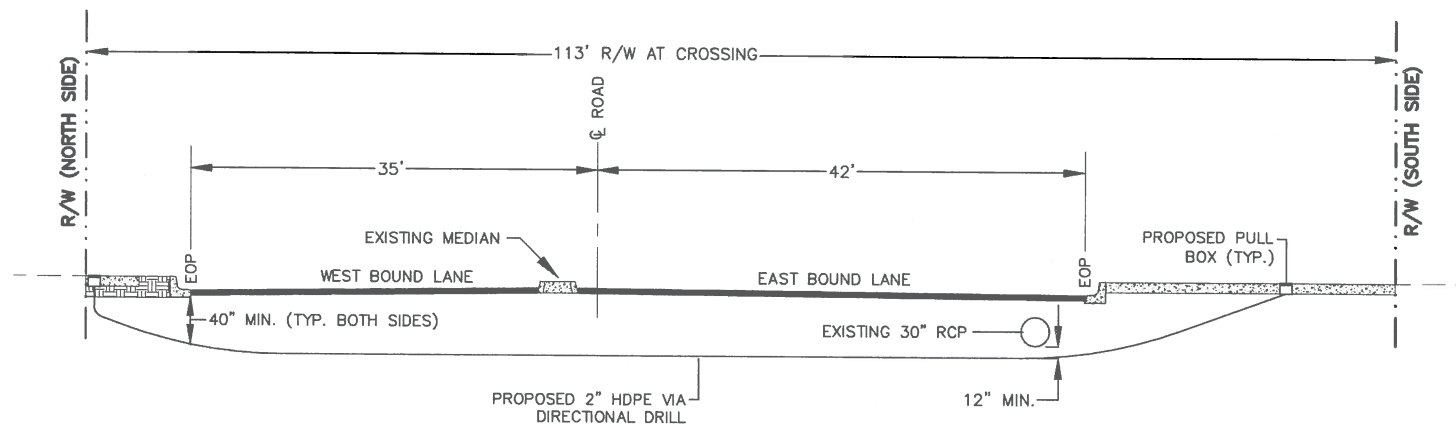
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE



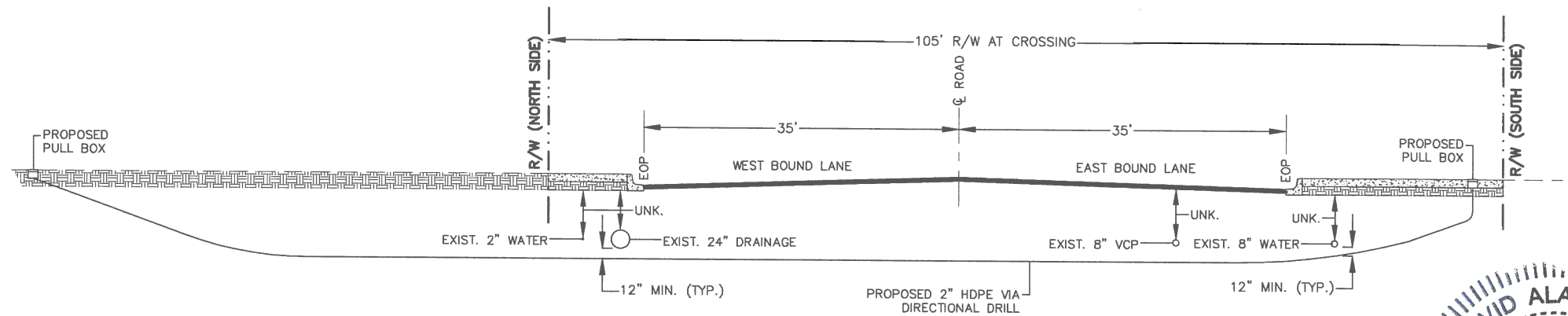
LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



SECTION AT CROSSING STA. 23+18
LOOKING EAST
NTS



SECTION AT CROSSING STA. 35+47
LOOKING EAST
NTS

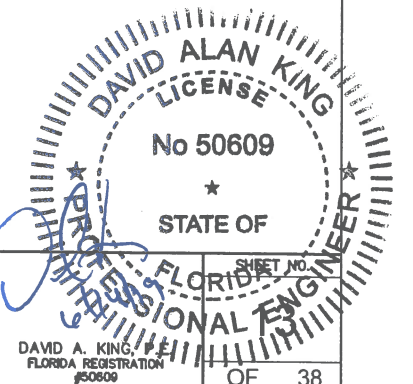
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CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

HDD PROFILES AT
SIDEStreETS



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

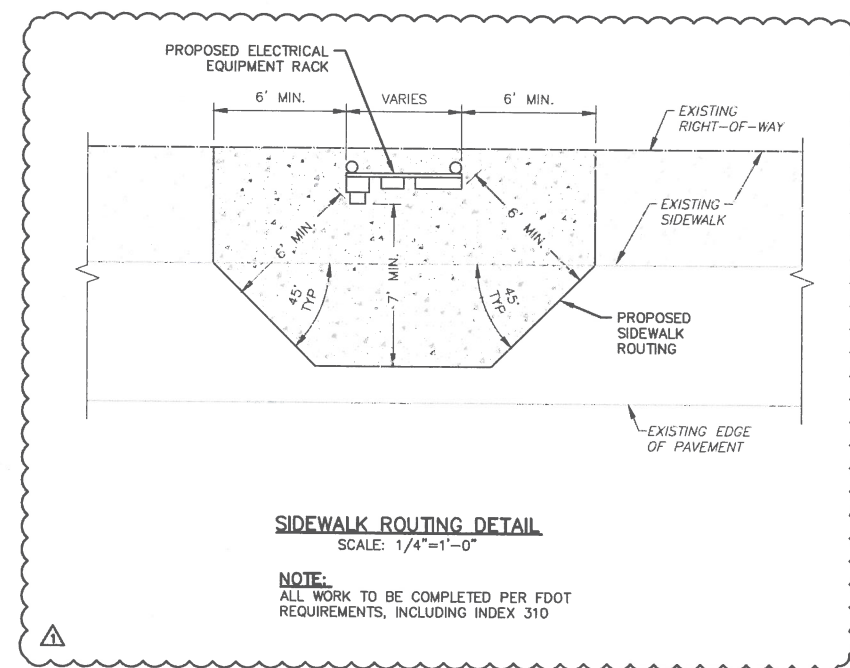
PROJECT No. P0298.1

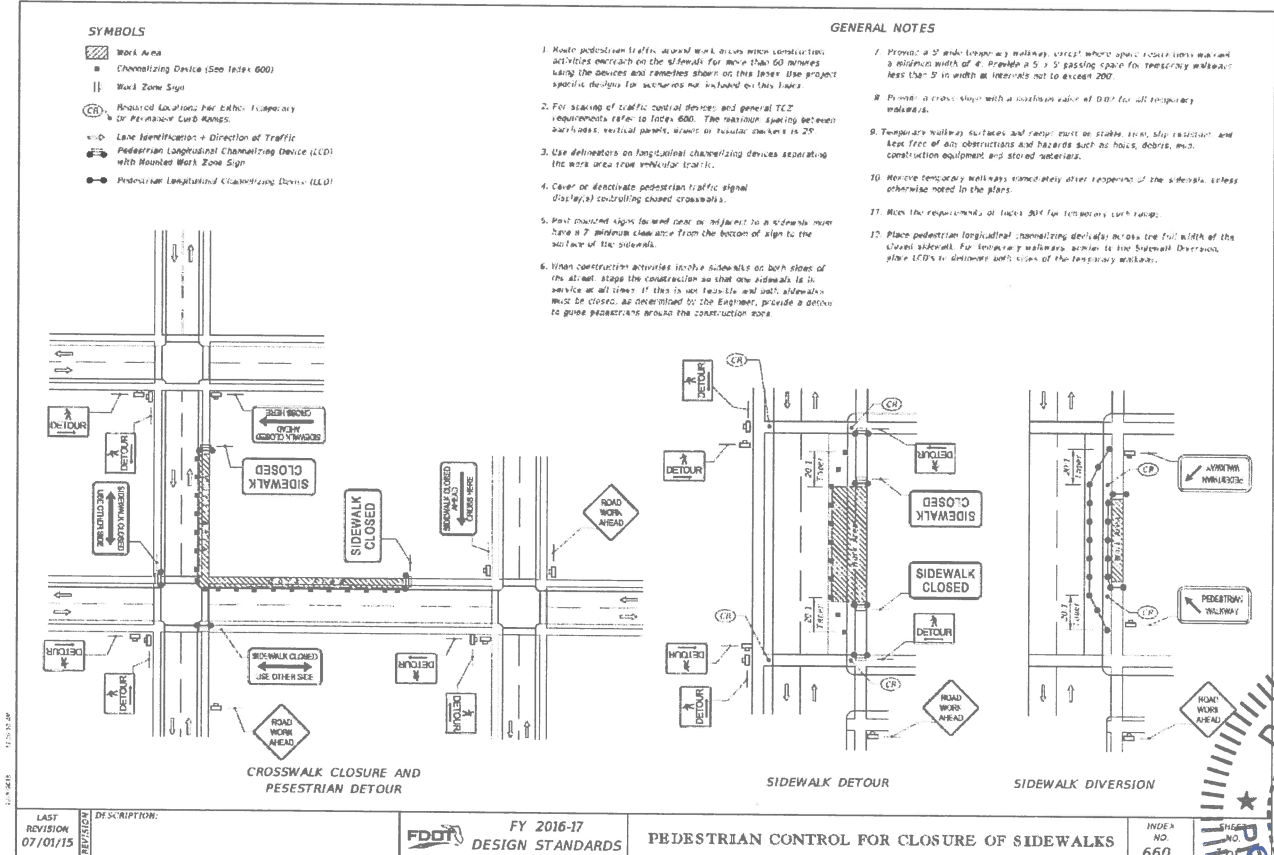
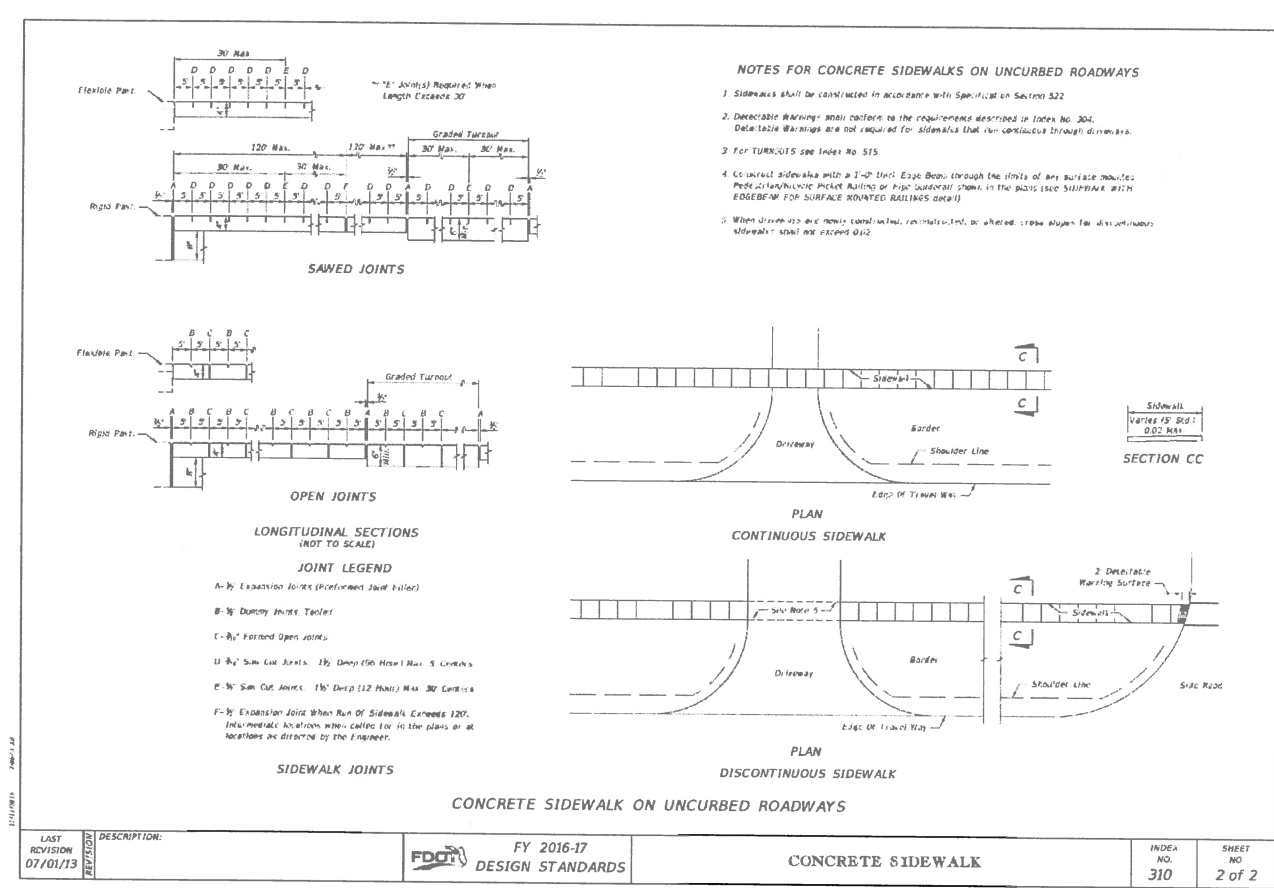
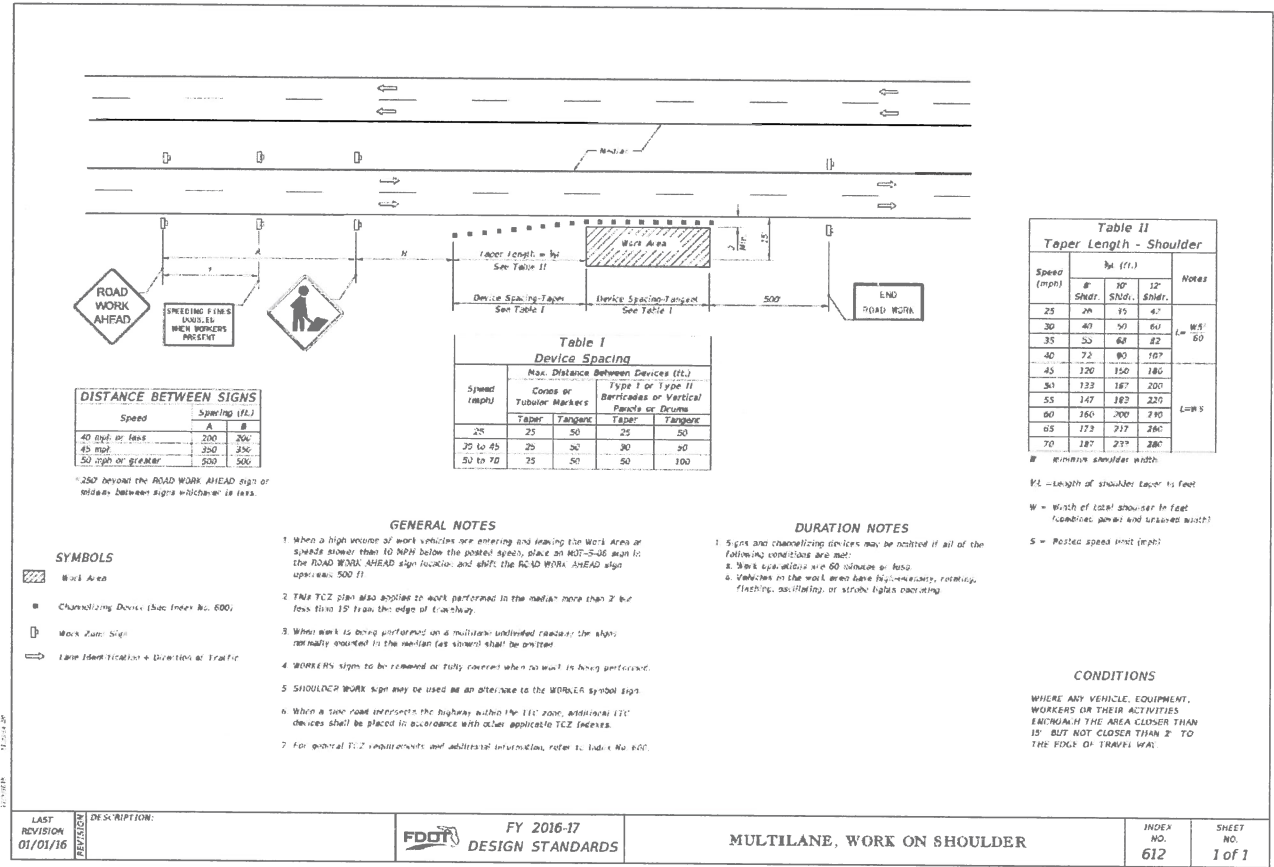
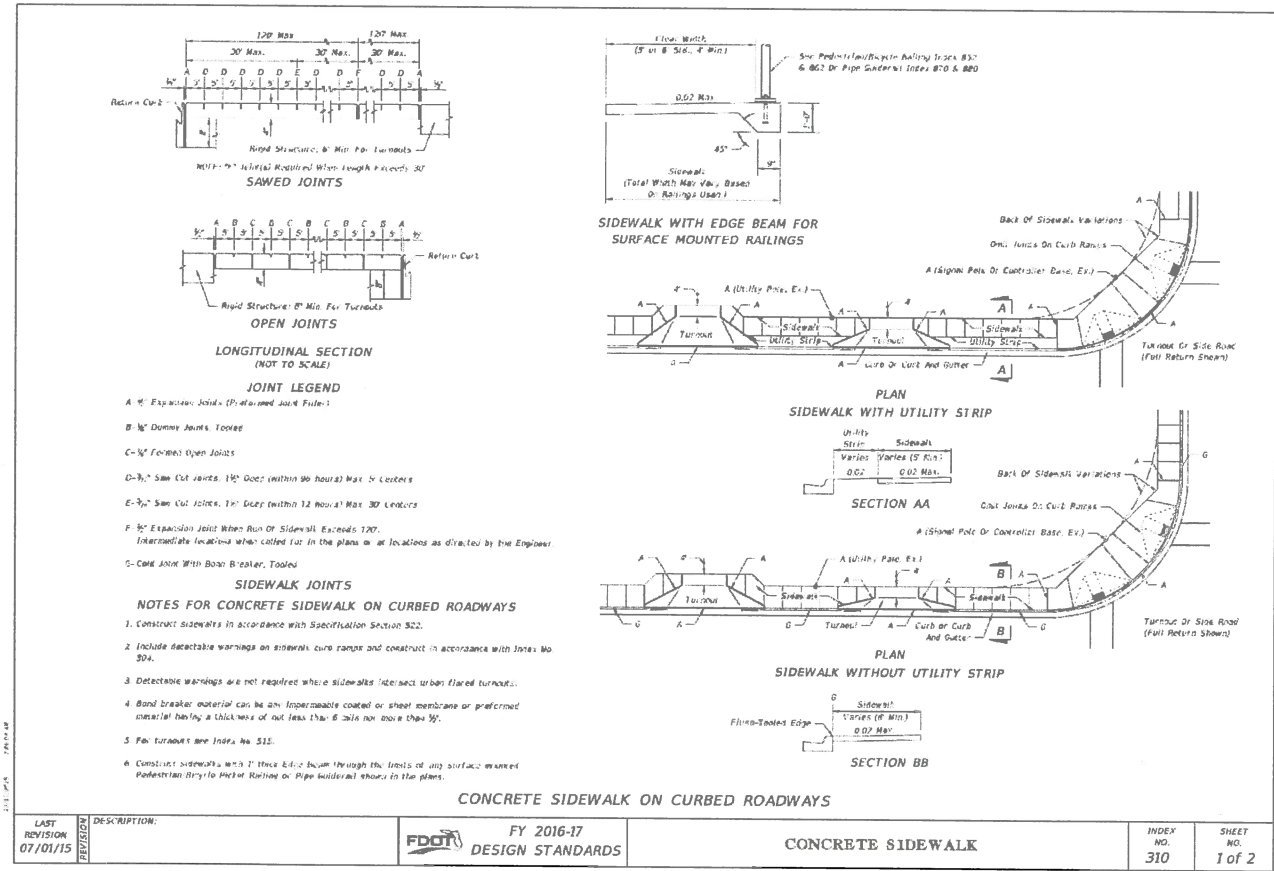
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SHEET NO.
OF 38

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS	
MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

CHART FROM SECTION 555-3.3 PG. 766 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018 EDITION.





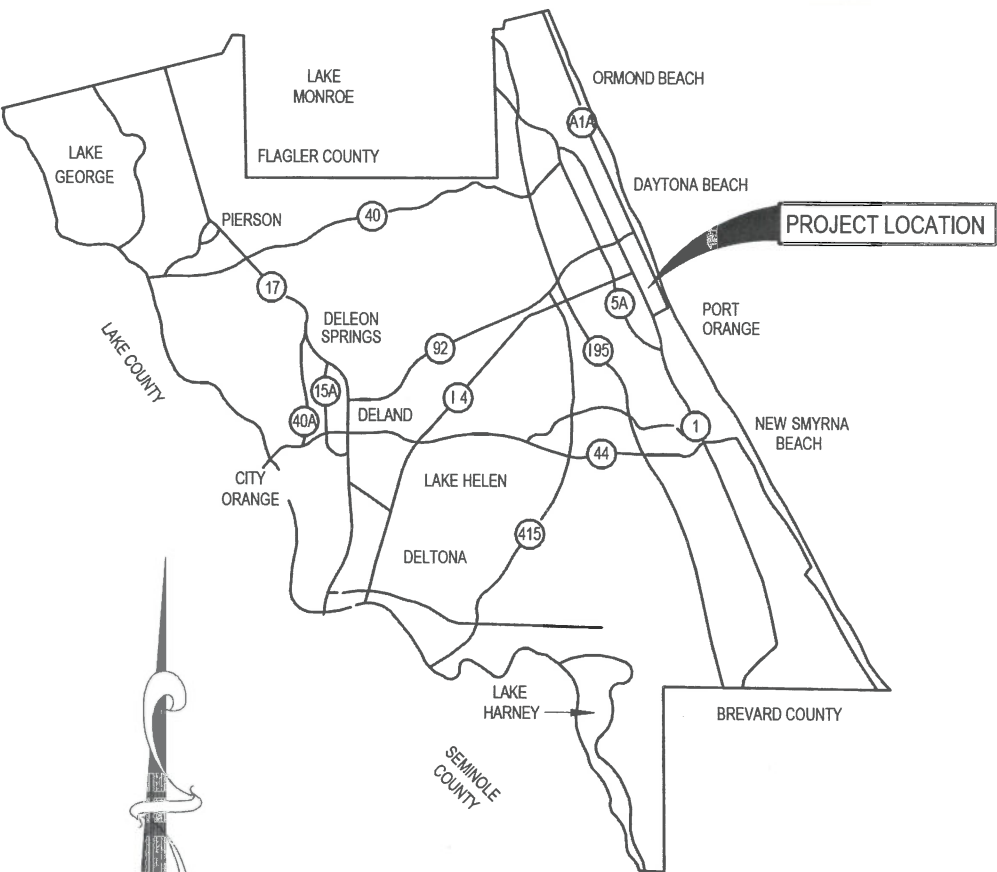
ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
S _a	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
WP	GFI RECEPTACLE. WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
	PHOTOCELL, MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN TORK 2100 SERIES.
SPD	SURGE PROTECTION DEVICE
T	TRANSFORMER
	FUSED DISCONNECT SWITCH, SIZE AS NOTED
	ELECTRIC UTILITY COMPANY METER
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	GROUND ROD 3/4" x 20'
	CONDUIT STUB
	CONDUIT CONTINUED
	UNDERGROUND CONDUIT

LIGHTING

	LED FIXTURE MOUNTED ON POLE.
	LED FIXTURE MOUNTED ON FPL CONFLICT POLE WITH 10' ARM.



COUNTY MAP

PROJECT START

PROJECT END



VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E-001	ELECTRICAL SYMBOL LEGEND
E-002	ELECTRICAL GENERAL NOTES
E-003	ELECTRICAL GENERAL NOTES
E-004	OVERALL STREET LIGHTING PLAN
E-101	ELECTRICAL PLAN - AREA 1
E-102	ELECTRICAL PLAN - AREA 2
E-103	ELECTRICAL PLAN - AREA 3
E-104	ELECTRICAL PLAN - AREA 4
E-105	ELECTRICAL PLAN - AREA 5
E-106	ELECTRICAL PLAN - AREA 6
E-107	ELECTRICAL PLAN - AREA 7
E-108	ENLARGED ELECTRICAL PANEL PLANS
E-201	INTERSECTION 1 & 2 LIGHTING
E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
E-302	ELECTRICAL PANEL SCHEDULE
E-303	POLE DATA SCHEDULE
E-304	POLE DATA SCHEDULE
E-305	ELECTRICAL ONE-LINE DIAGRAMS
E-306	ELECTRICAL DETAILS
E-307	ELECTRICAL DETAILS
E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL



874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com
TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE



Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlh.com (386) 761-6616

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL SYMBOL LEGEND

M. MONCEFI
Florida License
No. 48022
STATE OF FLORIDA
PROFESSIONAL ENGINEER

December 13, 2018

SHEET NO.
E-001
OF 38

GENERAL NOTES:

1. ALL WORK AND EQUIPMENT UNDER DIVISION 26 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.

1. STATE OF FLORIDA.
2. LIFE SAFETY CODE - NFPA 101.
3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
6. NATIONAL ELECTRICAL CODE - NFPA 70.
7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
8. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA).
9. REQUIREMENTS OF LOCAL POWER COMPANY.
10. 2014 FLORIDA BUILDING CODE.
11. THE AMERICANS WITH DISABILITIES ACT (ADA)
12. FLORIDA ACCESSIBILITY CODE.
13. CITY LOCAL CODES.
2. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
3. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
4. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR. WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS. PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
5. PROVIDE 18" LONG (MIN). CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED. AT CABLE TRAYS, PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE.

2"C = 10 CABLES
2 1/2"C = 20 CABLES
3"C = 30 CABLES
4"C = 50 CABLES

6. ALL BRANCH CIRCUIT HOMERUNS SHALL BE ROUTED IN 3/4"C. MINIMUM.
7. RECEPTACLES SHALL BE LOCATED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED. ABOVE-COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE UNLESS NOTED OTHERWISE.
8. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED, WITH APPROPRIATE NEMA ENCLOSURE RATING.

A. WORKING CLEARANCES AND DEDICATED SPACE FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.
9. ALL DEVICES SHALL BE MOUNTED VERTICAL, UNLESS OTHERWISE NOTED.
10. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.
11. ALL BRANCH CIRCUIT CONDUITS SHALL CONTAIN A MINIMUM OF (2) #12AWG INSULATED COPPER CONDUCTORS, PLUS A MINIMUM OF (1) #12AWG GROUND WIRE UNLESS OTHERWISE NOTED. ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE INDIVIDUAL NEUTRAL CONDUCTORS.
12. LOCATIONS OF EQUIPMENT SPECIFIED BY OTHER TRADES OR PROVIDED BY OWNER ARE APPROXIMATE. COORDINATE EXACT LOCATIONS IN FIELD PRIOR TO ROUGHING IN AND ROUTING CONDUIT.
13. CONTRACTOR SHALL UPSIZE FEEDER AND BRANCH CIRCUIT WIRE SIZE AS REQUIRED TO COMPENSATE VOLTAGE DROP FROM LENGTHENING OF CIRCUITS DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL MEET FLORIDA BUILDING CODE REQUIREMENT OF: MAXIMUM BRANCH CIRCUIT VOLTAGE DROP OF 3%.
14. CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION..
15. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2014 FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE (2010) AND ALL LOCAL CODES AND ORDINANCES.
16. WIND LOADS: PER FLORIDA BUILD CODE 2014 EDITION, SECTION 1609. ULTIMATE DESIGN WIND SPEED, VULT = 140 MPH (3 SEC. GUST RISK CATEGORY II EXPOSURE = D.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.

18. REFER TO VOLTAGE DROP CHART BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS.

120 VOLT
CIRCUIT LENGTH
0 - 70'
71' - 115'
116' - 180'

MIN. CONDUCTOR
UP SIZE FOR VOLTAGE DROP
#12 AWG
#10 AWG
#8 AWG

181' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

240 VOLT
CIRCUIT LENGTH
0' - 140'
141' - 220'
221' - 350'

MIN. CONDUCTOR
UP SIZE FOR VOLTAGE DROP
#12 AWG
#10 AWG
#8 AWG

351' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

19. CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS TO OBTAIN TEMPORARY ELECTRICAL SERVICE.

20. CONTRACTOR SHALL PROVIDE MAIN BREAKER SETTINGS AND ALL ADJUSTABLE BREAKER SETTINGS. PROVIDE AND SUBMIT COORDINATION STUDY SHOWING COORDINATION BETWEEN MAIN BREAKER(S) AND THE REST OF POWER DISTRIBUTION. PROVIDE ADJUSTABLE BREAKER OR AMPACITY LARGER THAN 100A.

21. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS, BACK BOXES, RACEWAYS, SLEEVES, SITE CONDUIT DUCT BANKS AND MANHOLES FOR THE TELECOMMUNICATIONS SYSTEM. THE STRUCTURED CABLING CONTRACTOR (SCC) SHALL PROVIDE AND INSTALL THE WIRE AND CABLE FOR THE SYSTEMS THEY ARE INSTALLING. THE SCC SUPERVISE THE CONDUIT INSTALLATION AND VERIFY EXACT BACK BOX LOCATIONS AND CONDUIT STUB-UP LOCATIONS IN THE EQUIPMENT ROOMS.

22. EQUIPMENT SHUTDOWN RELAY SHALL BE LOCATED WITHIN 3 FEET OF THE EQUIPMENT CONTROLS AND THE WIRING TO THE RELAY SHALL BE MONITORED.

23. COORDINATION DRAWINGS
THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.
- NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.
- TLC

ENGINEERING
FOR ARCHITECTURE

874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com

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PROJECT NO. 517004
- | | | | | | | | | |
|-----|------------------------------------|------------|--|--|---|--------------------------|---|-------------------------------------|
| 4 | CONFORMED TO POLES AND FOUNDATIONS | 06-13-2019 | <div>QLH</div> <div>Quentin L. Hampton Associates</div> <div>Civil & Environmental Engineers</div> <div>www.QLHA.com (386) 761-9810</div> <div>FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626</div> <div>P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247</div> | CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL | S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING | ELECTRICAL GENERAL NOTES | <div>Small disclaimer text</div> <div>M. MONCEI</div> <div>Florida Lic</div> <div>Professional Engineer</div> <div>STATE OF FLORIDA</div> <div>December</div> | SHEET NO.

E-002

OF 38 |
| 3 | CONFORMED TO FIELD CHANGES | 04-17-2019 | | | | | | |
| 2 | LIGHT POLE COORDINATION | 01-30-2019 | | | | | | |
| 1 | TLC VOLTAGE REVISION | 12-13-2018 | | | | | | |
| NO. | BY | REVISIONS | DATE | PROJECT No. PO298.1 | | DRAWN BY: DRS | | |

GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".
25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:
A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 1.55 SF
B. WEIGHT: 75 LB.
26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.
27. CONSTRUCTION:
A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TB1-17).
c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.
28. COATINGS/FINISH:
A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2329
C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123
29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING DESIGN VALUES			
LIGHTING LEVEL	MAX/MIN RATIO	AVG/MIN RATIO	VEILING LUMINANCE RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS	.3:1 OR LESS

31. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
G. BOLTS, NUTS AND WASHERS:
a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
c. WASHER: ASTM F436 TYPE 1
H. ANCHOR BOLTS, NUTS, AND WASHERS:
a. ANCHOR BOLTS: ASTM F1554 GRADE 55
b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1
L. REINFORCING STEEL: SPECIFICATION SECTION 4153. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
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c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1, 3000 PSI
L. REINFORCING STEEL: SPECIFICATION SECTION 415

32. FABRICATION:
A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
B. UPRIGHT SPLICES: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11"X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
E. PROVIDE 'J', 'S' OR 'C' HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
H. EMBEDDED JUNCTION BOXES (EJB):
a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
b. HOT DIP GALVANIZE AFTER FABRICATION.
c. PROVIDE A WATERTIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AND ULTIMATE MOMENT CAPACITY OF 36 KIP*FT IN THE STRONG AXIS AND 30 KIP*FT IN THE WEAK AXIS.
b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP*FT IN THE STRONG AXIS AND 37 KIP*FT IN THE WEAK AXIS.
c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4"X 6" (MIN.) HANDHOLE LOCATED 1'-6" ABOVE THE BASE PLATE.
J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL.)
a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG.
b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
d. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
1. FINANCIAL PROJECT ID
2. POLE HEIGHT
3. MANUFACTURER'S NAME

33. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.



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4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE



Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 761-6810

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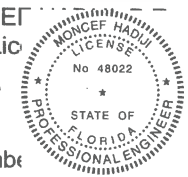
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STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL GENERAL NOTES

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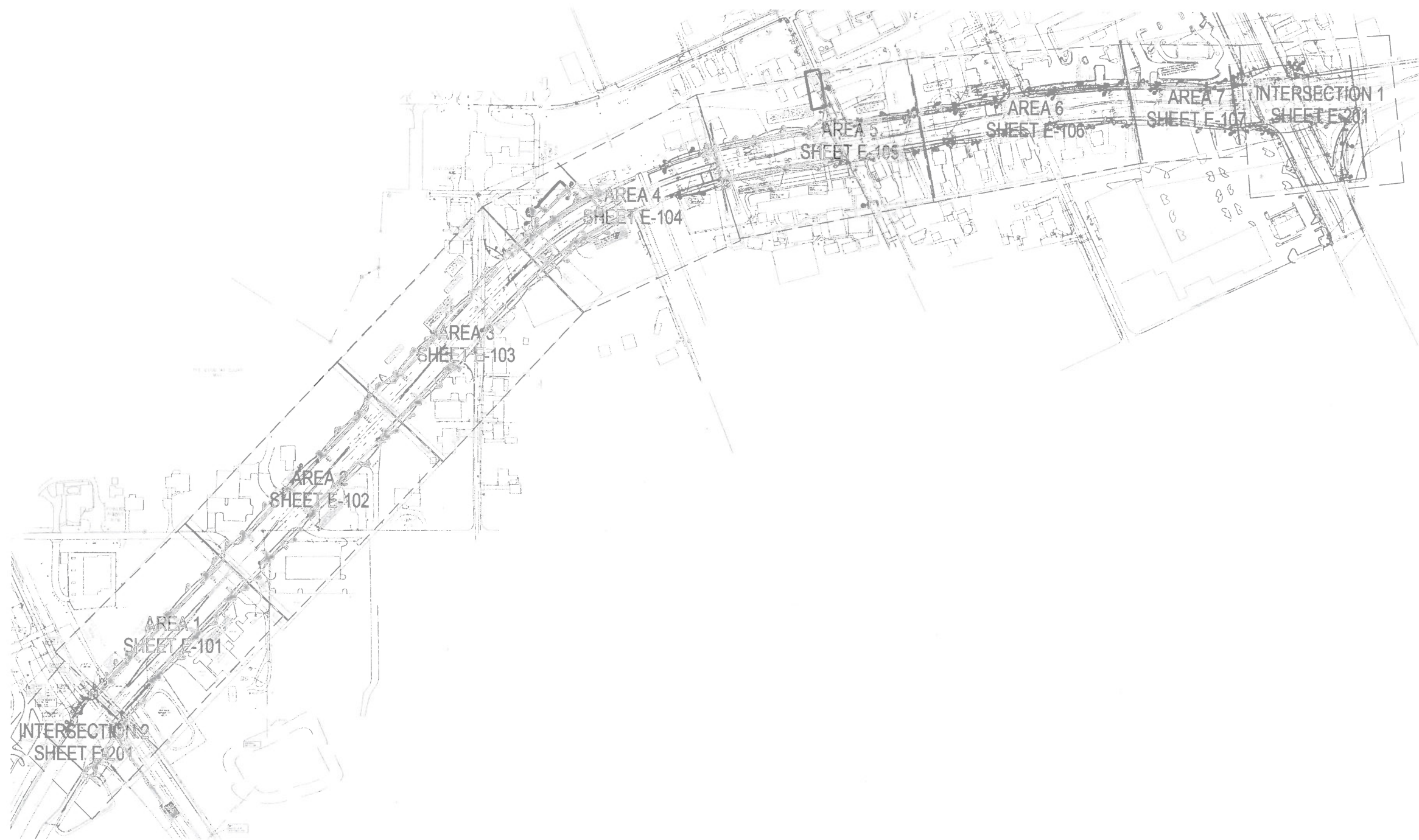


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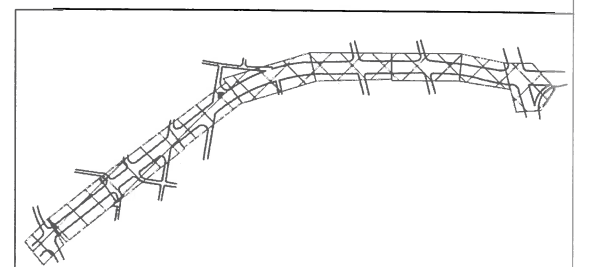
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OF 38



1 OVERALL STREET LIGHTING PLAN
1" = 300'-0"



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Civil & Environmental Engineers
www.QLHA.com (386) 761-6210

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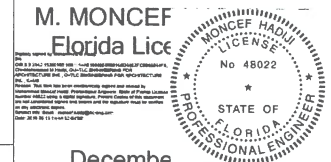
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PROJECT No. PO298.1

OVERALL STREET LIGHTING
PLAN

DRAWN BY: DRS

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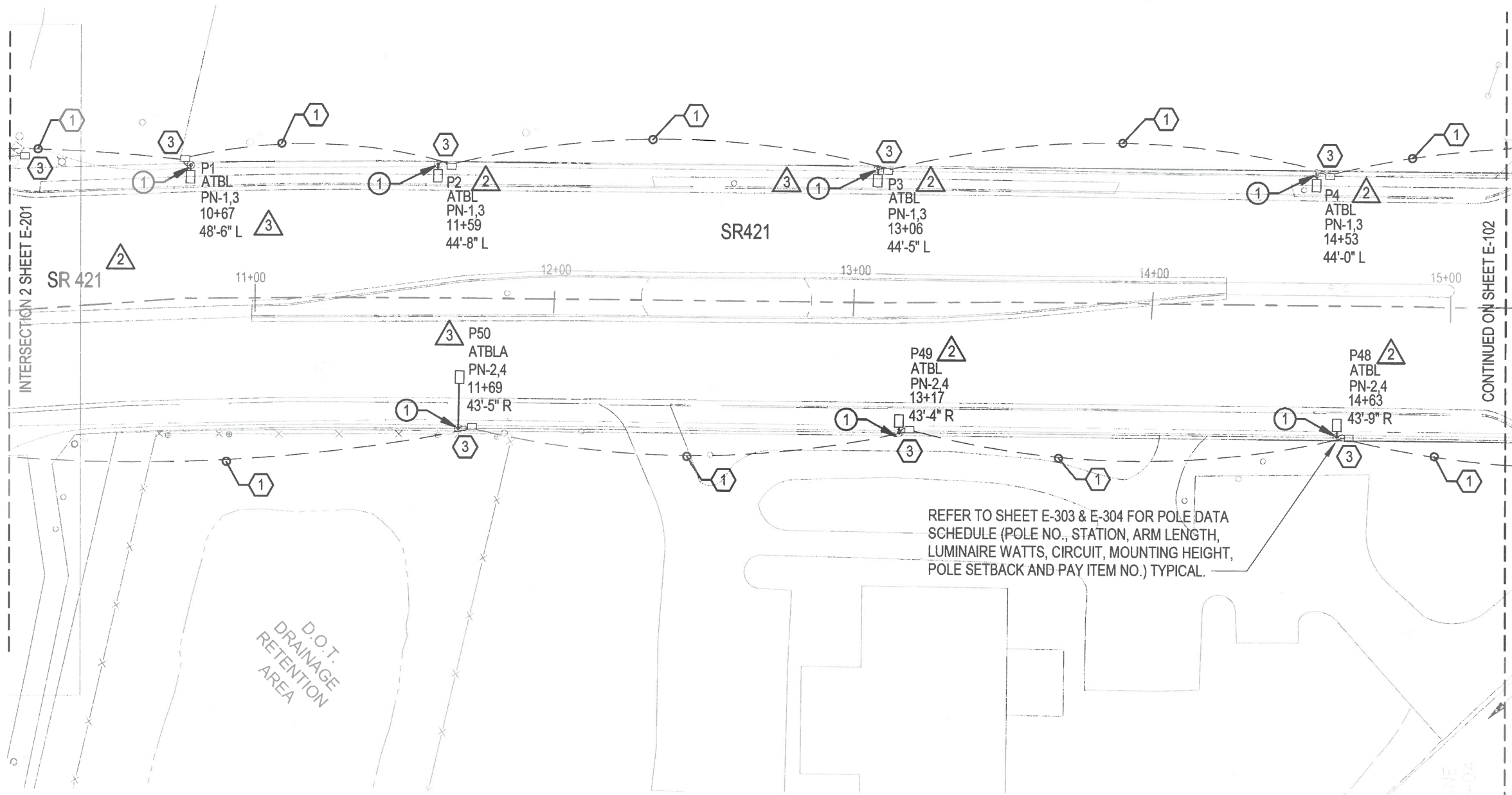


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OF 38



KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.

DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 3 4
- 5

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.

1 ELECTRICAL PLAN - AREA 1
1" = 40'-0"

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ELECTRICAL PLAN - AREA 1
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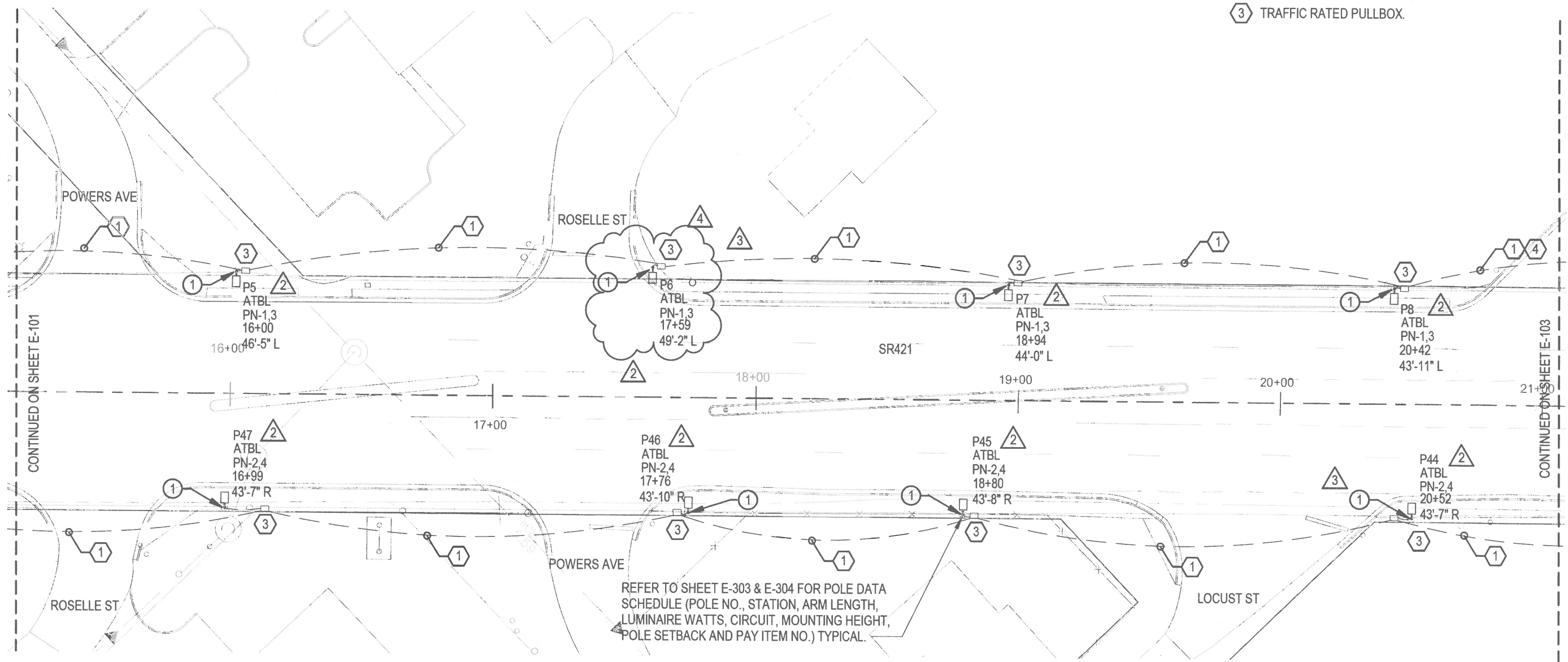
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SHEET NO.
E-101
OF 38

DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.



1 ELECTRICAL PLAN - AREA 2

1" = 40'-0"



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ELECTRICAL PLAN - AREA 2
DRAWN BY: DRS

Dec 2019

M. MONCEF HADJI
Florida
Professional Engineer
No 48022
STATE OF FLORIDA

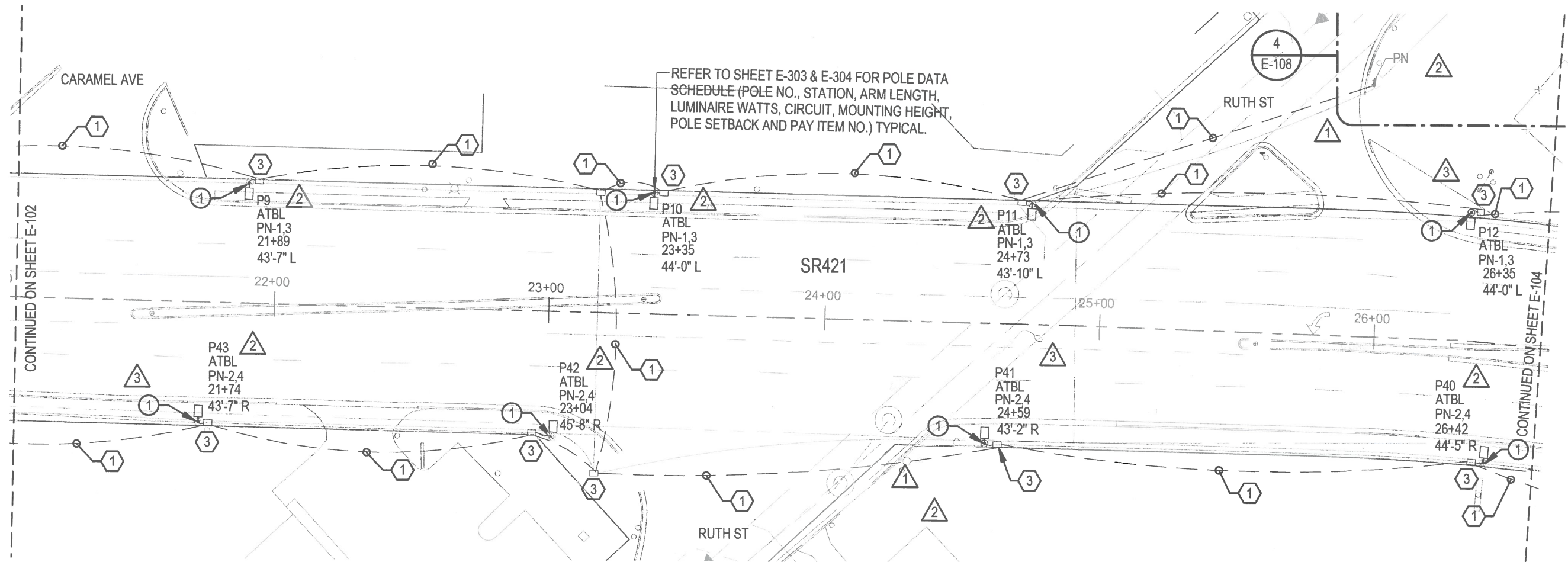
SHEET NO.
E-102
OF 38

DETAIL NOTES

- 1 2 3 4 5 6 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.



1 ELECTRICAL PLAN - AREA 3
1" = 40'-0"



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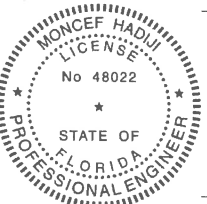
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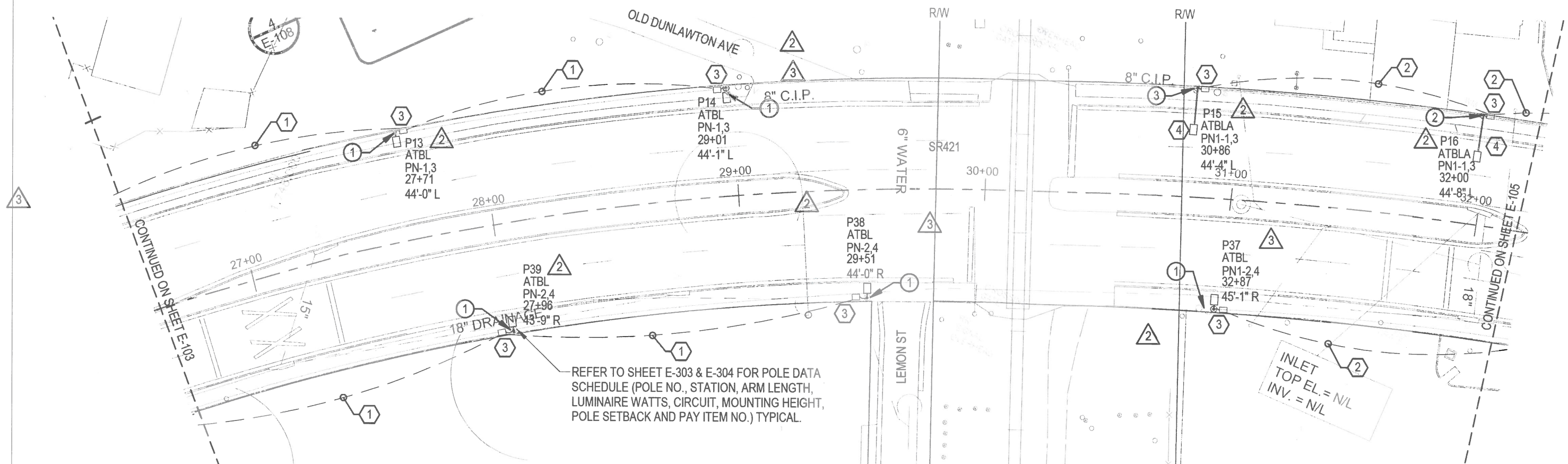
OF 38

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 4
1" = 40'-0"



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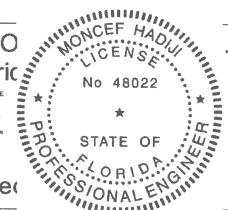
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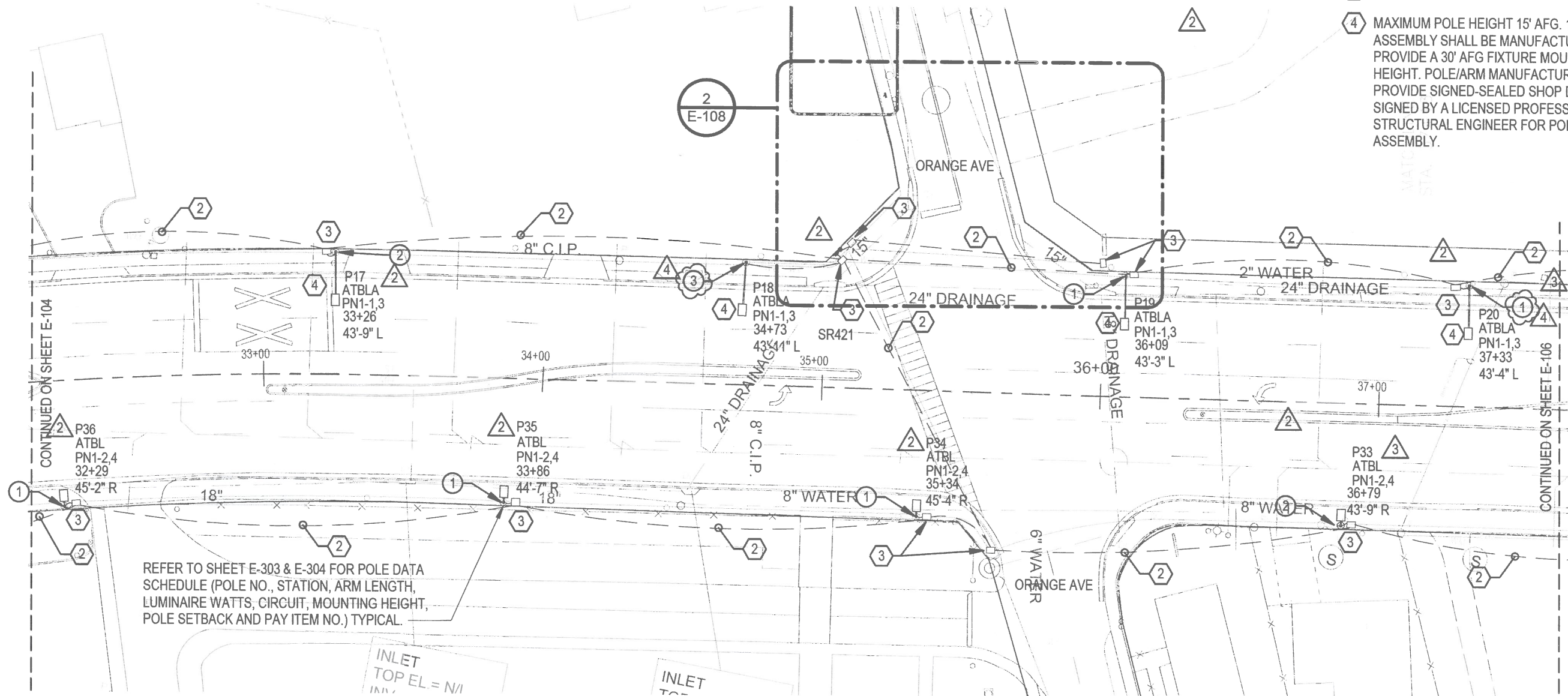
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.

1 ELECTRICAL PLAN - AREA 5

1" = 40'-0"



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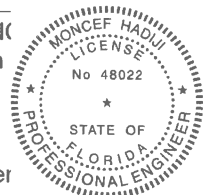
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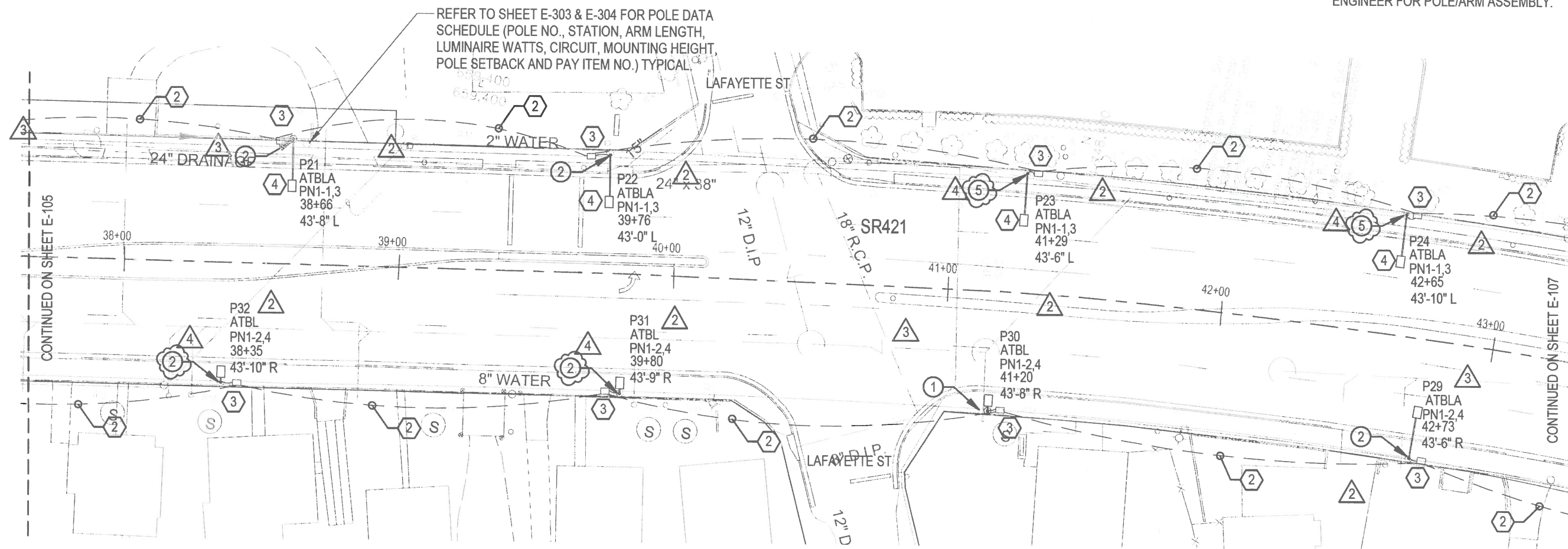
OF 38

DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.
4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 6
1" = 40'-0"

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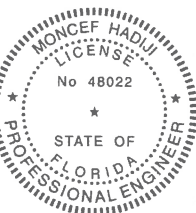
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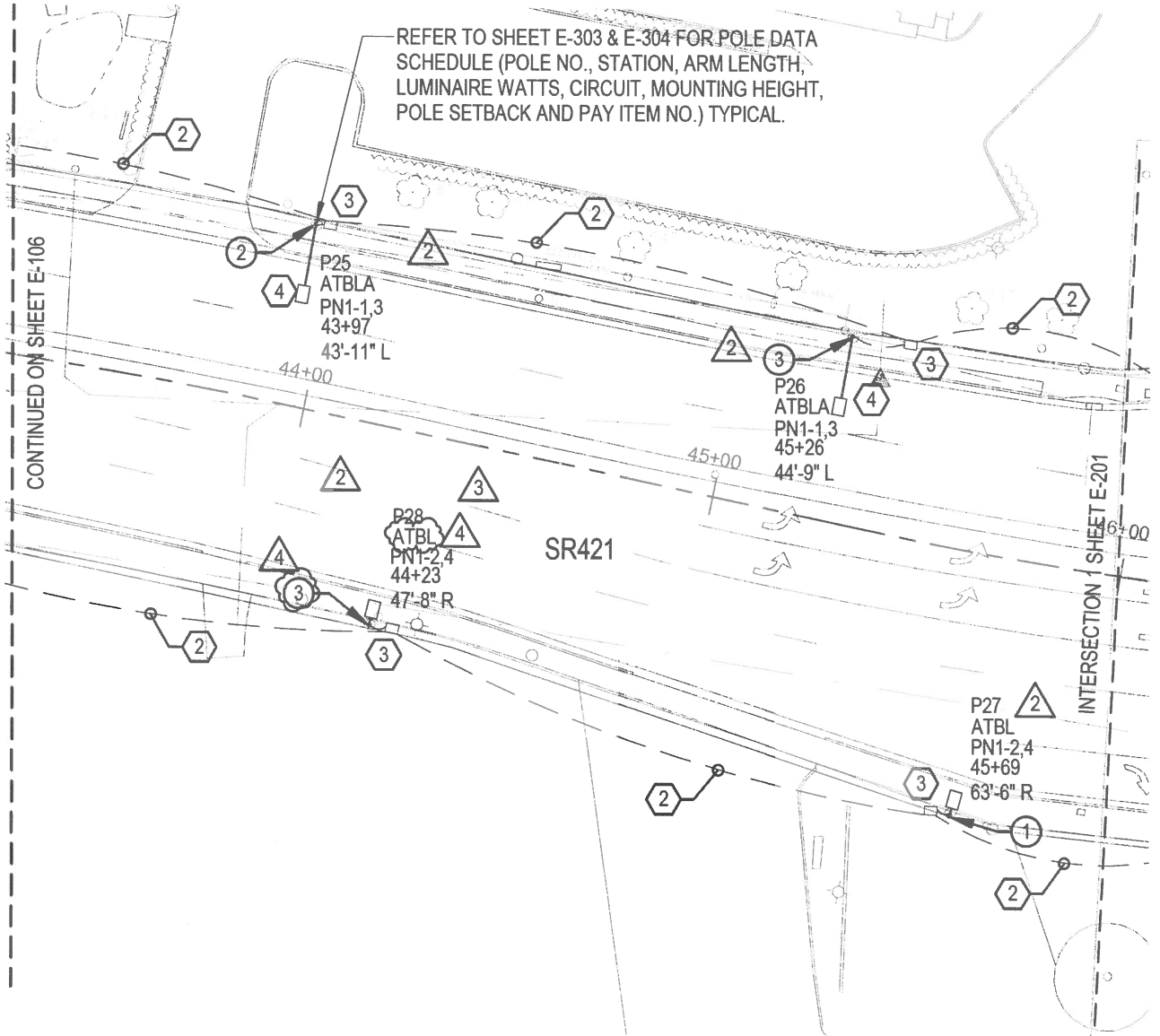
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DETAIL NOTES

- 1
2
3
4
- REFER TO E-308 THRU E-310 FOR
SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3
- TRAFFIC RATED PULLBOX.
- 4
- MAXIMUM POLE HEIGHT 15' AFG. 10' ARM
ASSEMBLY SHALL BE MANUFACTURED TO
PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT.
POLE/ARM MANUFACTURER SHALL PROVIDE
SIGNED-SEALED SHOP DRAWINGS SIGNED BY A
LICENSED PROFESSIONAL STRUCTURAL
ENGINEER FOR POLE/ARM ASSEMBLY.

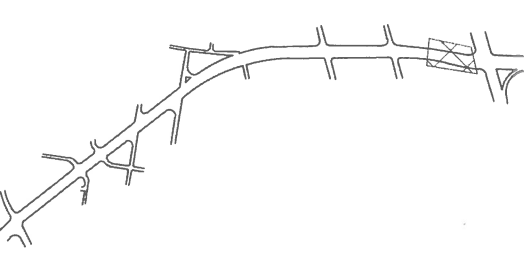


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ELECTRICAL PLAN - AREA 7

1" = 40'-0"

N



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4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE

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Civil & Environmental Engineers
www.QLHA.com (386) 761-8810

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S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL PLAN - AREA 7

DRAWN BY: DRS

M. MONCEF HADIJI, P.E.
Florida License #48022

December 13, 2018

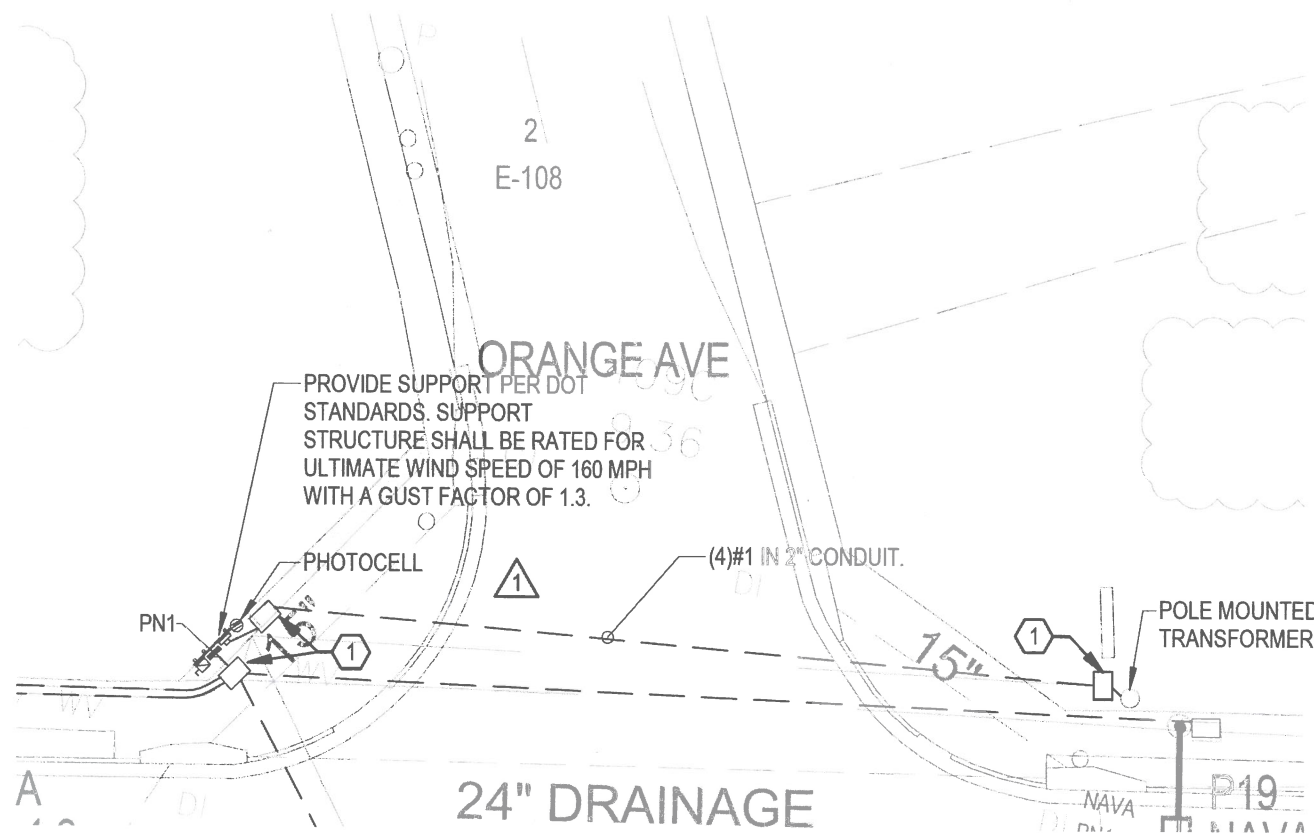
SHEET NO.

E-107

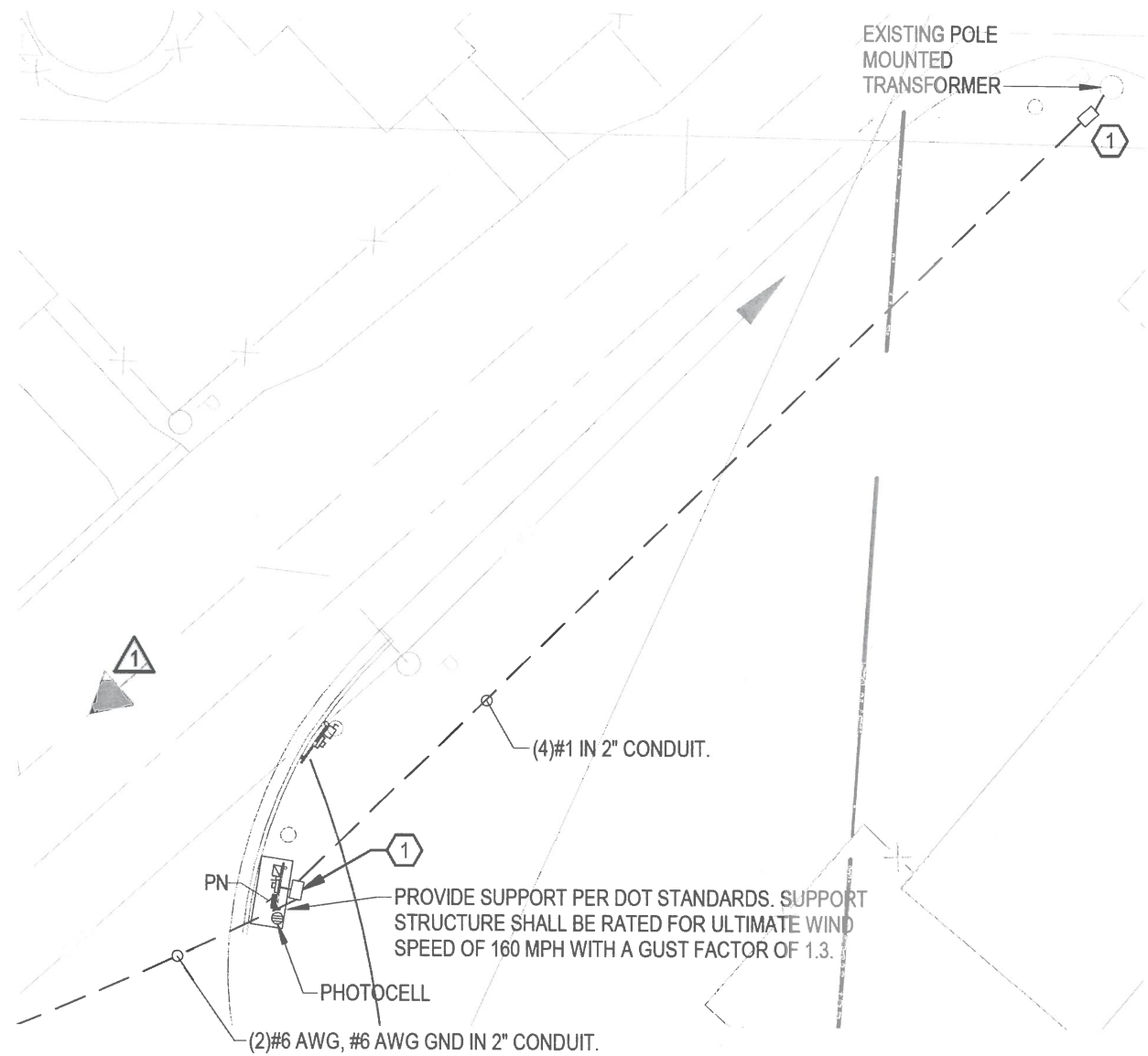
OF 38

KEYED NOTES

1 TRAFFIC RATED PULLBOX.



2 ENLARGED ELECTRICAL PANEL PN1
1" = 20'-0"



4 ENLARGED ELECTRICAL PANEL PN
1" = 20'-0"



2

WHOLE SHEET REVISED



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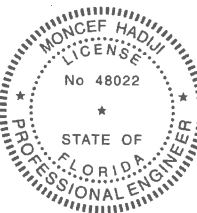
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STREET LIGHTING

PROJECT No. PO298.1

ENLARGED ELECTRICAL PANEL
PLANS

DRAWN BY: DRS

M. MONCE
Florida L
Decem



SHEET NO.
E-108
OF 38

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 POLE REQUIRES CUSTOM FOUNDATION DUE TO UNDERGROUND UTILITY RESTRICTIONS. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH POLE LIGHTING MANUFACTURERS STRUCTURAL ENGINEER. SIGNED AND SEALED POLE FOUNDATION SHOP DRAWINGS SHALL BE SUBMITTED WITH LIGHTING FIXTURE SUBMITTAL FOR REVIEW BY THE ENGINEER OR RECORD.
- 5 PROVIDE SPARE 2" CONDUIT.



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		DATE

INTERSECTION 1 - SR-421 & SR-5 INTERSECTION LIGHTING

1" = 40'-0"

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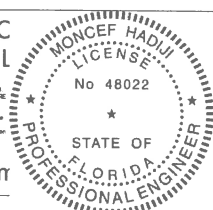
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INTERSECTION 1 & 2 LIGHTING

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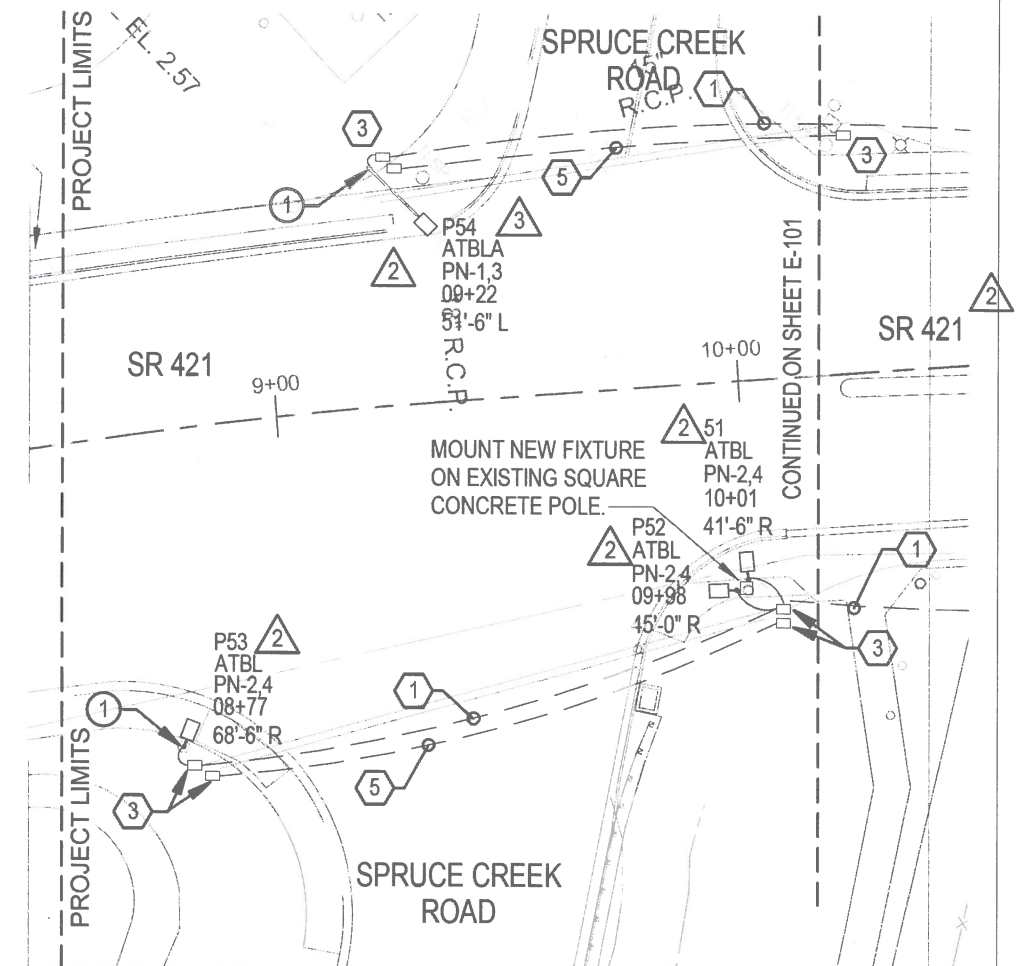
SHEET NO.

E-201

OF 38

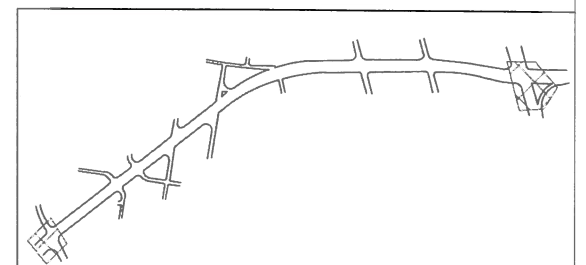
DETAIL NOTES

- 1 2 REFER TO E-308 AND E-309 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 3 4



INTERSECTION 2 - SR-421 & SPRUCE CREEK INTERSECTION LIGHTING

2 1" = 40'-0"



2

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS		VA	COMMENTS
					TYPE	LAMP QUANTITY		
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, FPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	

FIXTURE SCHEDULE NOTES:

- A. POLES SHALL BE BY VALMONT INDESTRIES OR HAPCO, INC. PROVIDE SIGNED-SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
- B. SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
- C. PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

Branch Panel: PN1

1

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CKT	Circuit Description	No te	Trip	Po l e	A		B		Po l e	Trip	No te	Circuit Description	CKT
1	Street Lighting - North East SR421	-	20 A	2	3.2 kVA	3.4 kVA			2	20 A	-	Street Lighting - South East SR421	2
3							0.0 kVA	0.0 kVA					4
5	Space	-	-	-	0.0 kVA	0.1 kVA			2	20 A	-	Lighting Contactor	6
7	Space	-	-	-			0.0 kVA	0.0 kVA					8
9	Space	-	-	-	0.0 kVA	0.0 kVA			-	-	-	Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	-	Space	12

Total Load: 6.7 kVA
Total Amps: 28 A 0 A

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.6 kVA	125.00%	8.3 kVA		
				Total Conn. Load:	6.7 kVA
				Total Est. Demand:	8.35 kVA
				Total Conn. Current:	14 A
				Total Est. Demand Current:	17 A

Notes:

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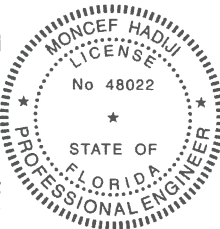
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL PANEL AND
LIGHTING FIXTURE
SCHEDULES

Dec

Drawn by: DRS



SHEET NO.
E-301
OF 38

Branch Panel: PN

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CK T	Circuit Description	N o t e	T r i p	P o l e	A	B	C	P o l e	T r i p	N o t e	Circuit Description	CK T
1	Street Lighting - North West SR421		20 A	2	3.0 kVA	3.2 kVA	0.0 kVA	0.0 kVA	2	20 A	Street Lighting - South West SR421	2
3												4
5	Space	-	-	-			0.0 kVA	0.0 kVA	2	20 A	Lighting Contactor	6
7	Space	-	-	-	0.0 kVA	0.1 kVA						8
9	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	Space	12
Total Load:					6.3 kVA	0.0 kVA	0.0 kVA					
Total Amps:					26 A	0 A	0 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.2 kVA	125.00%	7.8 kVA		
				Total Conn. Load:	6.3 kVA
				Total Est. Demand:	7.85 kVA
				Total Conn. Current:	13 A
				Total Est. Demand Current:	16 A

Notes:

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2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE

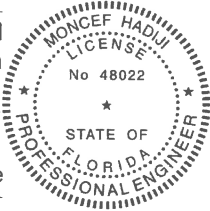
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STREET LIGHTING
PROJECT No. PO298.1

ELECTRICAL PANEL SCHEDULE

DRAWN BY: DRS

M. MON
Florida
No 48022
Dece



SHEET NO.
E-302
OF 38

POLE DATA SCHEDULE							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P1	10 + 67	0' - 0"	171	PN - 1,3	30'	48' - 6" L	0715 4 11
P2	11 + 59	0' - 0"	171	PN - 1,3	30'	44' - 8" L	0715 4 11
P3	13 + 06	0' - 0"	171	PN - 1,3	30'	44' - 5" L	0715 4 11
P4	14 + 53	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P5	16 + 00	0' - 0"	171	PN - 1,3	30'	46' - 5" L	0715 4 11
P6	17 + 59	0' - 0"	171	PN - 1,3	30'	49' - 2" L	0715 4 11
P7	18 + 94	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P8	20 + 42	0' - 0"	171	PN - 1,3	30'	43' - 11" L	0715 4 11
P9	21 + 89	0' - 0"	171	PN - 1,3	30'	43' - 7" L	0715 4 11
P10	23 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P11	24 + 73	0' - 0"	171	PN - 1,3	30'	43' - 10" L	0715 4 11
P12	26 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P13	27 + 71	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P14	29 + 01	0' - 0"	171	PN - 1,3	30'	44' - 1" L	0715 4 11
P15	30 + 86	15'-0"	171	PN1 - 1,3	30'	44' - 4" L	0715 4 41
P16	32 + 00	15'-0"	171	PN1 - 1,3	30'	44' - 8" L	0715 4 41
P17	33 + 26	15'-0"	171	PN1 - 1,3	30'	43' - 9" L	0715 4 41
P18	34 + 73	15'-0"	171	PN1 - 1,3	30'	43' - 11" L	0715 4 41
P19	36 + 09	15'-0"	171	PN1 - 1,3	30'	43' - 3" L	0715 4 31
P20	37 + 33	15'-0"	171	PN1 - 1,3	30'	43' - 4" L	0715 4 31
P21	38 + 66	15'-0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P22	39 + 76	15'-0"	171	PN1 - 1,3	30'	43' - 0" L	0715 4 41
P23	41 + 29	15'-0"	171	PN1 - 1,3	30'	43' - 6" L	0715 4 41
P24	42 + 65	15'-0"	171	PN1 - 1,3	30'	43' - 10" L	0715 4 41

POLE DATA SCHEDULE CONT.							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P25	43 + 97	15'-0"	171	PN1 - 1,3	30'-0"	43' - 11" L	0715 4 41
P26	45 + 26	15'-0"	171	PN1 - 1,3	30'-0"	44' - 9" L	0715 4 41
P27	45 + 69	0'-0"	171	PN1 - 5,7	30'-0"	63' - 6" R	0715 4 11
P28	44 + 23	0'-0"	171	PN1 - 5,7	30'-0"	47' - 8" R	0715 4 21
P29	42 + 73	15'-0"	171	PN1 - 5,7	30'-0"	43' - 6" R	0715 4 41
P30	41 + 20	0'-0"	171	PN1 - 5,7	30'-0"	43' - 8" R	0715 4 11
P31	39 + 80	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P32	38 + 35	0'-0"	171	PN1 - 5,7	30'-0"	43' - 10" R	0715 4 21
P33	36 + 79	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P34	35 + 34	0'-0"	171	PN1 - 5,7	30'-0"	45' - 4" R	0715 4 11
P35	33 + 86	0'-0"	171	PN1 - 5,7	30'-0"	44' - 7" R	0715 4 11
P36	32 + 29	0'-0"	171	PN1 - 5,7	30'-0"	45' - 2" R	0715 4 11
P37	32 + 87	0'-0"	171	PN1 - 5,7	30'-0"	45' - 1" R	0715 4 11
P38	29 + 51	0'-0"	171	PN - 5,7	30'-0"	44' - 0" R	0715 4 11
P39	27 + 96	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P40	26 + 42	0'-0"	171	PN - 5,7	30'-0"	44' - 5" R	0715 4 11
P41	24 + 59	0'-0"	171	PN - 5,7	30'-0"	43' - 2" R	0715 4 11
P42	23 + 04	0'-0"	171	PN - 5,7	30'-0"	45' - 8" R	0715 4 11
P43	21 + 74	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P44	20 + 52	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P45	18 + 80	0'-0"	171	PN - 5,7	30'-0"	43' - 8" R	0715 4 11
P46	17 + 76	0'-0"	171	PN - 5,7	30'-0"	43' - 10" R	0715 4 11
P47	16 + 99	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P48	14 + 63	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P49	13 + 17	0'-0"	171	PN - 5,7	30'-0"	43' - 4" R	0715 4 11
P50	11 + 69	15'-0"	171	PN - 5,7	30'-0"	43' - 5" R	0715 4 31
P51	10 + 01	0'-0"	171	PN - 5,7	30'-0"	41' - 6" R	0715 5 31
P52	09 + 98	0'-0"	171	PN - 5,7	30'-0"	45' - 0" R	0715 5 31


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3	CONFORMED TO FIELD CHANGES	04-17-2019							
2	LIGHT POLE COORDINATION	01-30-2019							
1	TLC VOLTAGE REVISION	12-13-2018							
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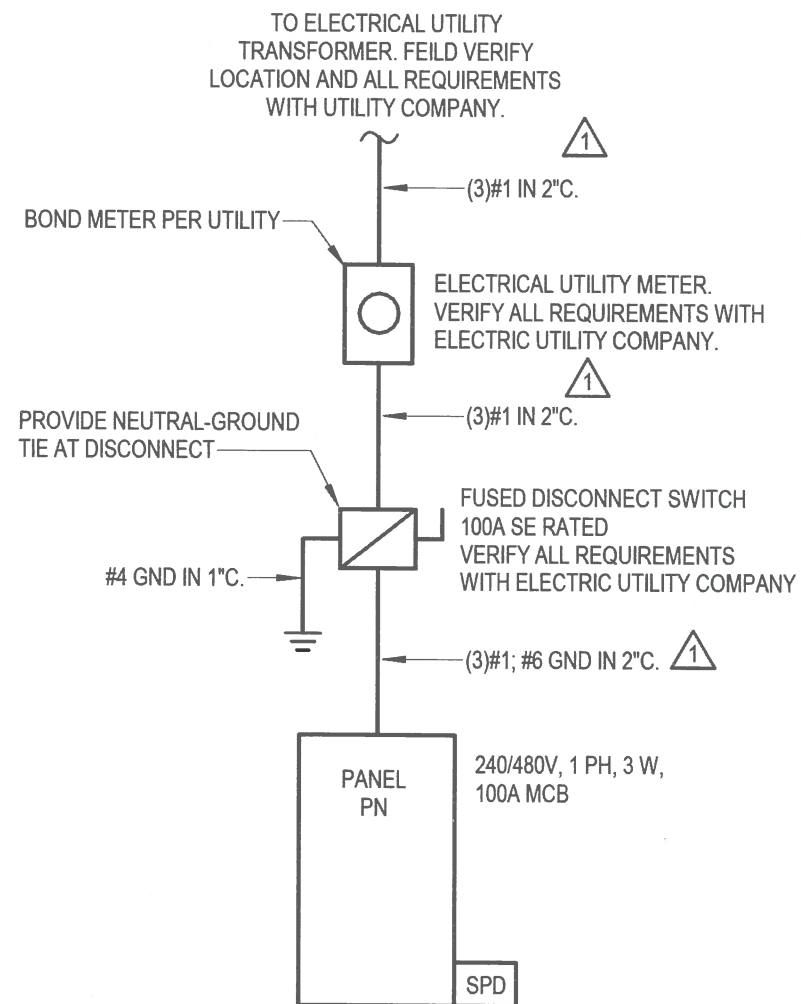
POLE DATA SCHEDULE CONT..							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P53	08 + 77	0'-0" ³	171	PN - 5,7	30'-0"	68' - 6" R	0715 4 11 ³
P54	09 + 22	15'-0" ⁴	171	PN - 1,3	30'-0"	51' - 6" L	0715 4 31
P55	46 + 09	0'-0" ³	171	PN1 - 1,3	30'-0"	52' - 3" L	0715 4 21 ⁴
P56	46 + 18 ³	0'-0"	171	PN1 - 1,3	30'-0"	65' - 6" L	0715 4 21
P57	47 + 24	0'-0" ²	171	PN1 - 1,3	30'-0"	81' - 5" L	0715 4 11
P58	47 + 58	15'-0"	171	PN1 - 1,3	30'-0" ³	55' - 1" L	0715 4 31 ³
P59	49 + 34	0'-0"	171	PN1 - 5,7	30'-0"	88' - 0" R	0715 4 11 ⁴
P60	48 + 83	0'-0"	171	PN1 - 5,7	30'-0"	226' - 1" R	0715 4 11 ³
P61	48 + 18	0'-0"	171	PN1 - 5,7	30'-0"	60' - 8" R	0715 4 21
P62	48 + 12	0'-0"	171	PN1 - 5,7	30'-0"	73' - 0" R	0715 4 11
P63	46 + 82	0'-0"	171	PN1 - 5,7	30'-0"	76' - 8" R	0715 4 21 ³
P64	46 + 67	0'-0"	171	PN1 - 5,7	30'-0"	67' - 8" R	0715 4 21 ⁴

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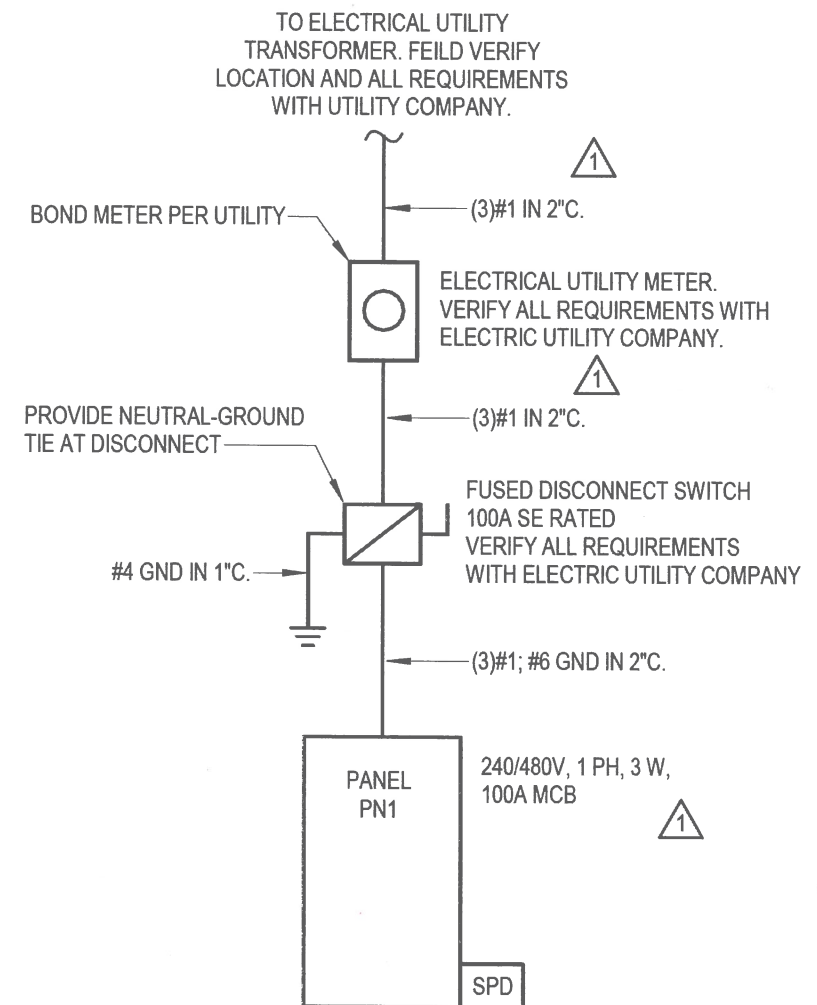
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4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	QLH Quentin L. Hampton Associates Civil & Environmental Engineers www.QLHA.com (386) 361-6610 FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	POLE DATA SCHEDULE	Digitally signed by Mohammed M Hady DN: cn=Mohammed M Hady, o=TLC ENGINEERING FOR ARCHITECTURE, INC., c=US Reason: This item has been electronically signed and sealed by Mohammed M Hady, Professional Engineer, State of Florida License Number 48022 using a digital signature. If you are not connected signed and sealed and the signature must be verified in any electronic system. Contact the: Email: mohammed.hady@tlc-engineers.com Date: 2019.06.13 14:48:22 -0400 M. MOI Florida No 48022 STATE OF FLORIDA PROFESSIONAL ENGINEER Dec	SHEET NO E-304 OF 38
3	CONFORMED TO FIELD CHANGES	04-17-2019						
2	LIGHT POLE COORDINATION	01-30-2019			PROJECT No. PO298.1	DRAWN BY: DRS		
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NO.	BY	REVISIONS	DATE					



1 ELECTRICAL ONE-LINE DIAGRAM PN
N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
N.T.S



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Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986

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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

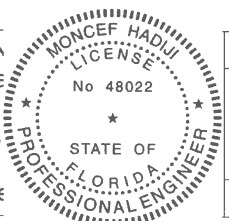
PROJECT No. PO298.1

ELECTRICAL ONE-LINE
DIAGRAMS

DRAWN BY: DRS

Digitally signed by M. Moncef Hadji
DN: cn=M. Moncef Hadji, o=TLC Engineering for Architecture, Inc., c=US
Reason: This item has been electronically signed and sealed by
M. Moncef Hadji, Professional Engineer, State of Florida, License
Number 48022, using a digital signature. Printed Copies of the document
are not considered signed and sealed and the signature must be verified on
any electronic copies.
Contact Info: Email: moncef.hadji@tlc-eng.com
Date: 2019.08.13 14:48:42 EDT

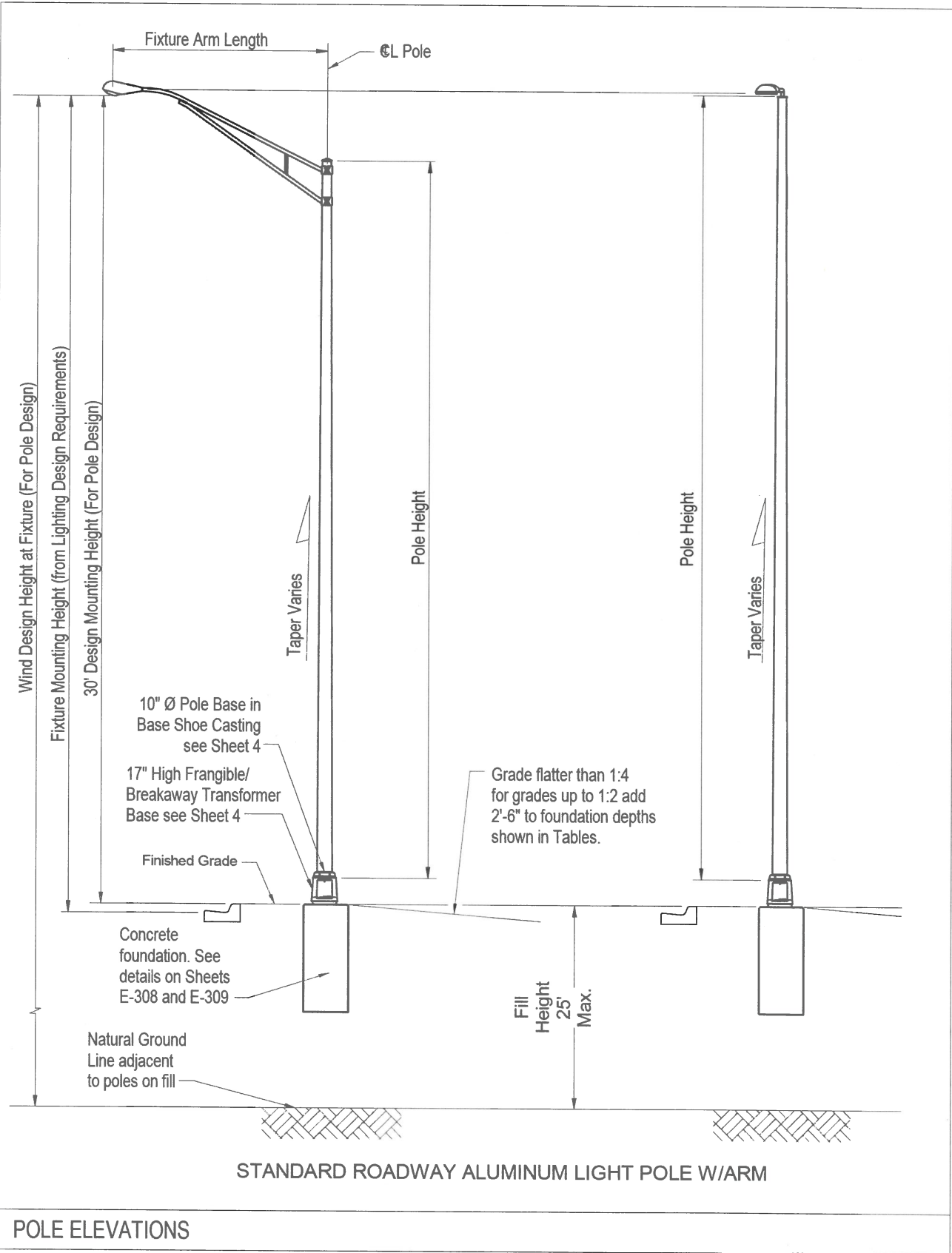
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No 48022
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SHEET NO.
E-305
OF 38



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		DATE



Quentin L. Hampton Associates
 Civil & Environmental Engineers
www.QLHA.com (386) 761-6818

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PROJECT No. PO298.1

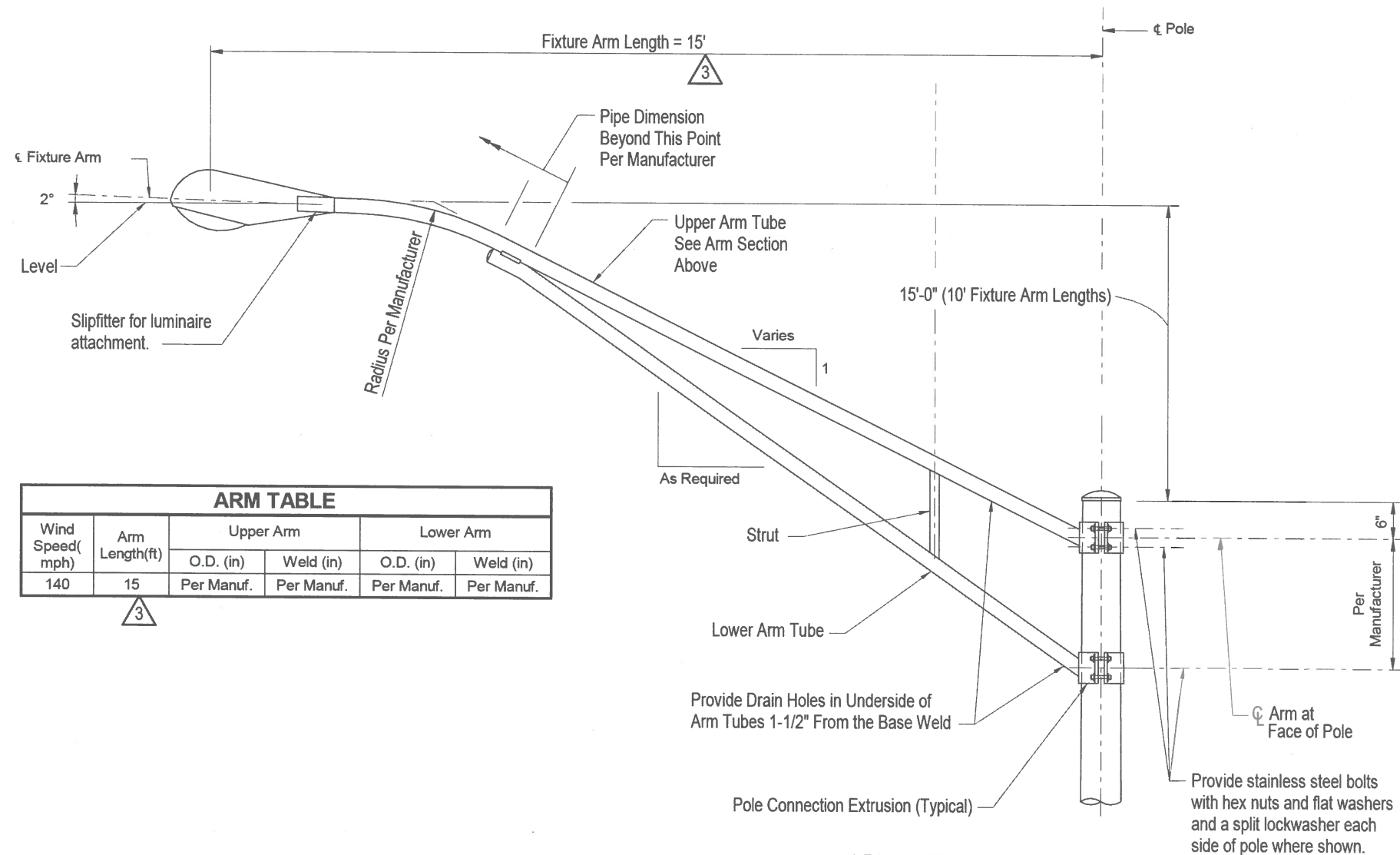
ELECTRICAL DETAILS

DRAWN BY: DRS

M. MON
 Florida
 No 48022
 STATE OF
 FLORIDA
 PROFESSIONAL ENGINEER

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SHEET NO.
 E-306
 OF 38



ARM TABLE					
Wind Speed (mph)	Arm Length (ft)	Upper Arm		Lower Arm	
		O.D. (in)	Weld (in)	O.D. (in)	Weld (in)
140	15	Per Manuf.	Per Manuf.	Per Manuf.	Per Manuf.

ARM ELEVATION

DETAIL NOTES:

Provide Member Wall Thickness as Necessary to Meet Minimum Requirements of the Welding Code for the Connection Weld Sizes Shown in the Arm and Pole tables.

Maximum pole height 15' AFG. 15' arm assembly shall be be manufactured to provide a 30' AFG fixture mounting height. Pole/arm/fixture manufacturer shall provide signed-sealed shop drawings for pole/arm assembly.

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed-sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, struts, and all other pertinent information to show compliance with required wind load criteria. See lighting fixture schedule.

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CONFLICT POLE ARM & DAMPER DETAILS

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

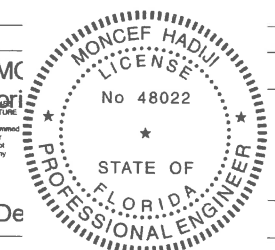
PROJECT No. PO298.1

ELECTRICAL DETAILS

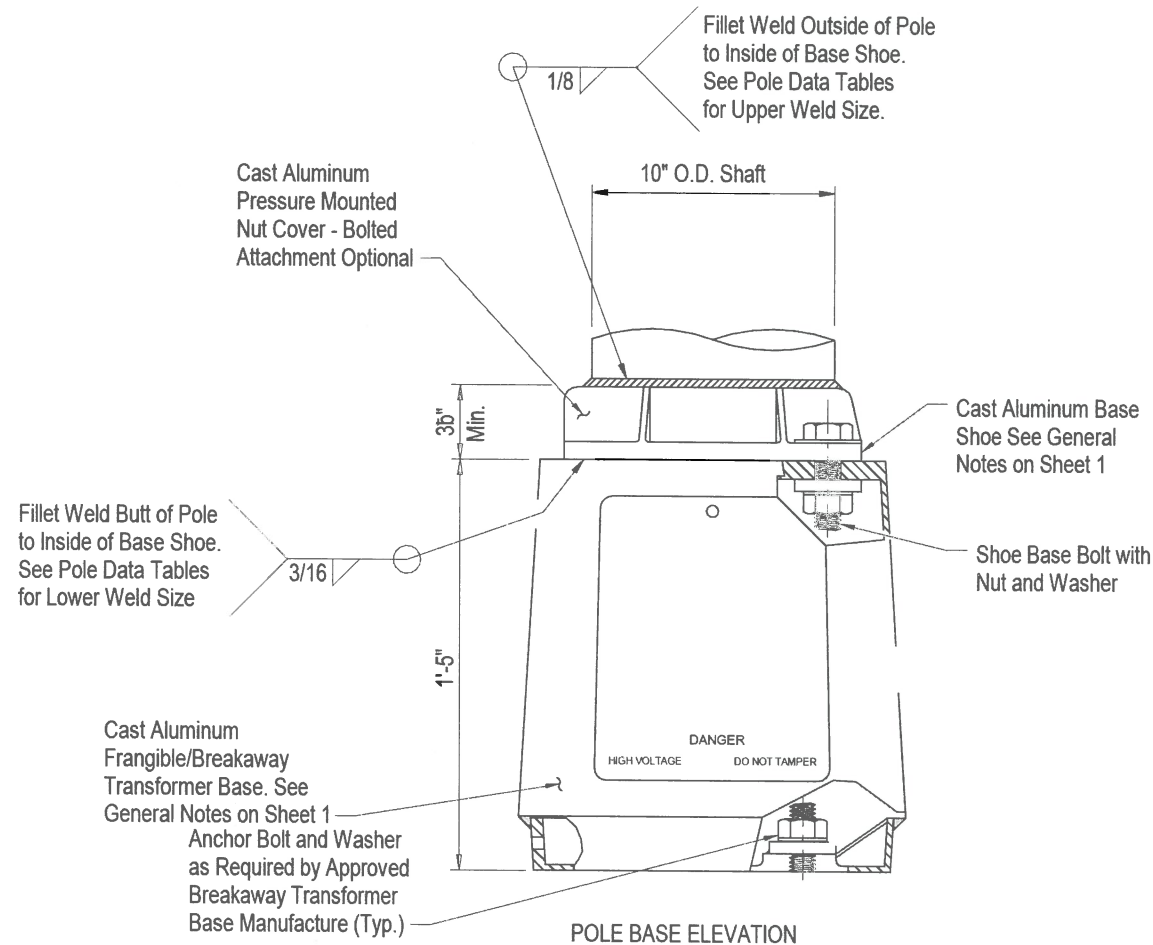
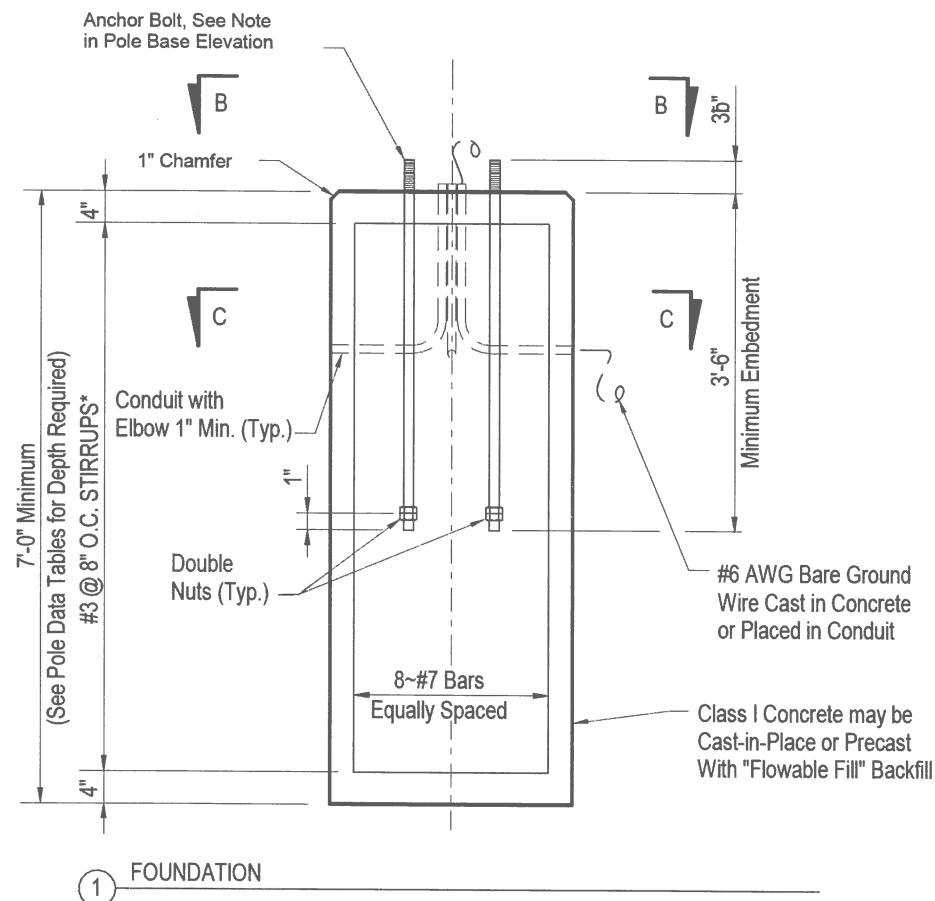
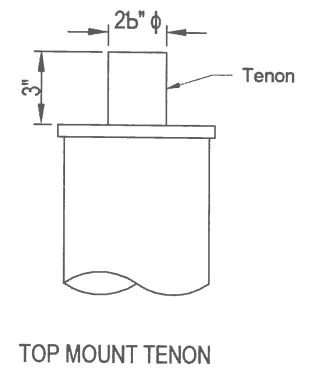
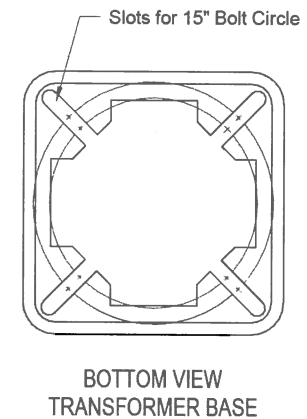
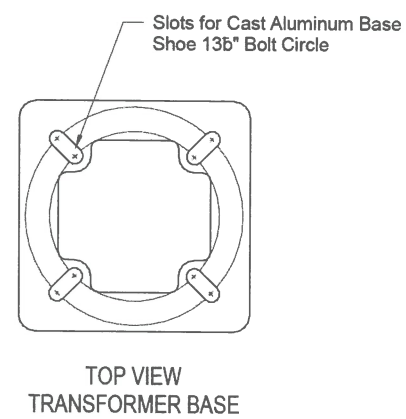
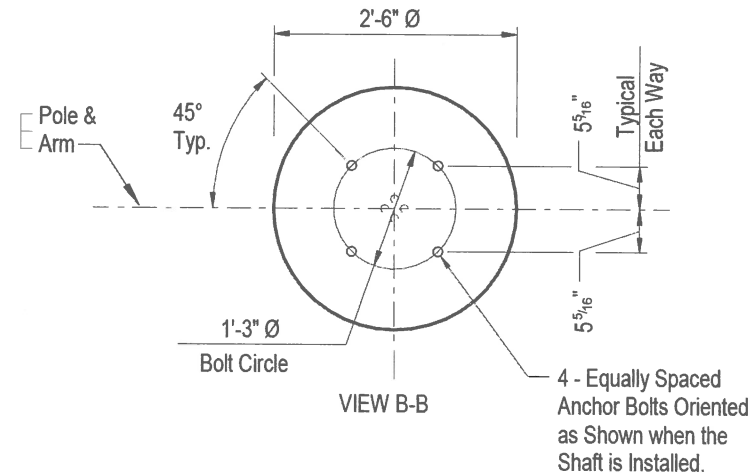
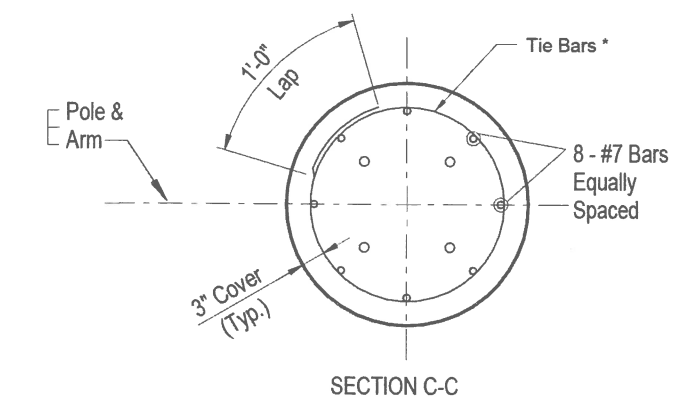
DRAWN BY: DRS

Digitally signed by Mohammed M. Hadji
DN: cn=Mohammed M. Hadji, o=TLC ENGINEERING FOR ARCHITECTURE, INC., ou=TLC ENGINEERING FOR ARCHITECTURE, INC., c=US
Reason: This form has been electronically signed and sealed by Mohammed M. Hadji, Professional Engineer, State of Florida License Number 48022 using a digital signature. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Certificate ID: 1001; Email: mohammed.hadji@tlc-eng.com
Date: 2019.06.13 14:45:14-0500

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SHEET NO.
E-307
OF **38**



POLE TABLE WITH ARM					
Wind Speed (mph)	Arm Length (ft)	Design Mounting Height (ft)	Pole wall (in)	Upper Weld (in)	Lower Weld (in)
140	10	30	Per Manuf.	Per Manuf.	Per Manuf.

NOTE:
Pole wall thicknesses shown in the POLE TABLE are nominals and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

FOUNDATION TABLE W/ARM		
Wind Speed (mph)	Design Mounting Height (ft)	Total Depth (FT)**
140	30	7

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 add 2'-6" to foundation depths shown in table.

* #4 Tie Bars @ 12" centers (max.) or D10 (or W10) spiral @ 6" pitch, 3 flat turns top and 1 flat turn bottom.

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Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
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POLE AND BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

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Quentin L. Hampton Associates
Civil & Environmental Engineers
www.QLHA.com (408) 781-0210

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CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

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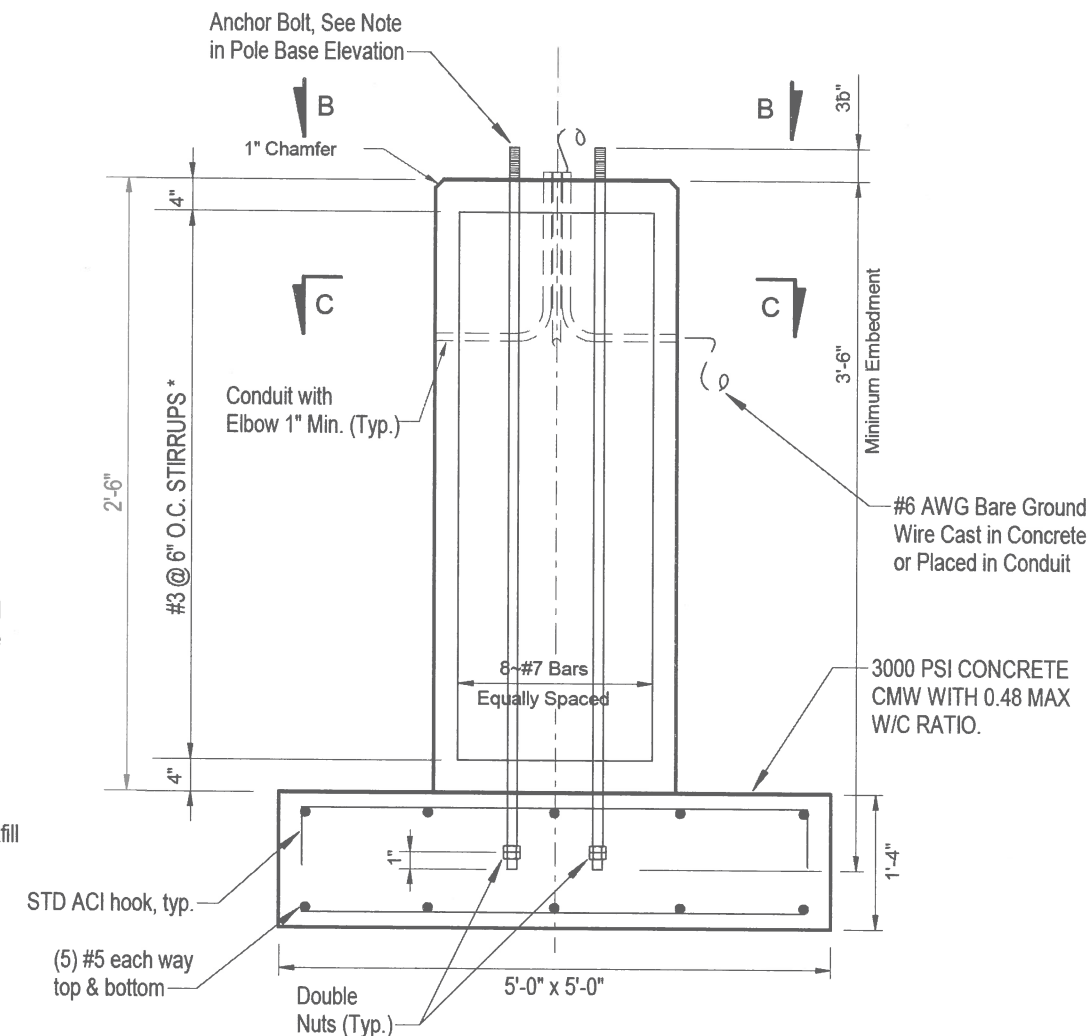
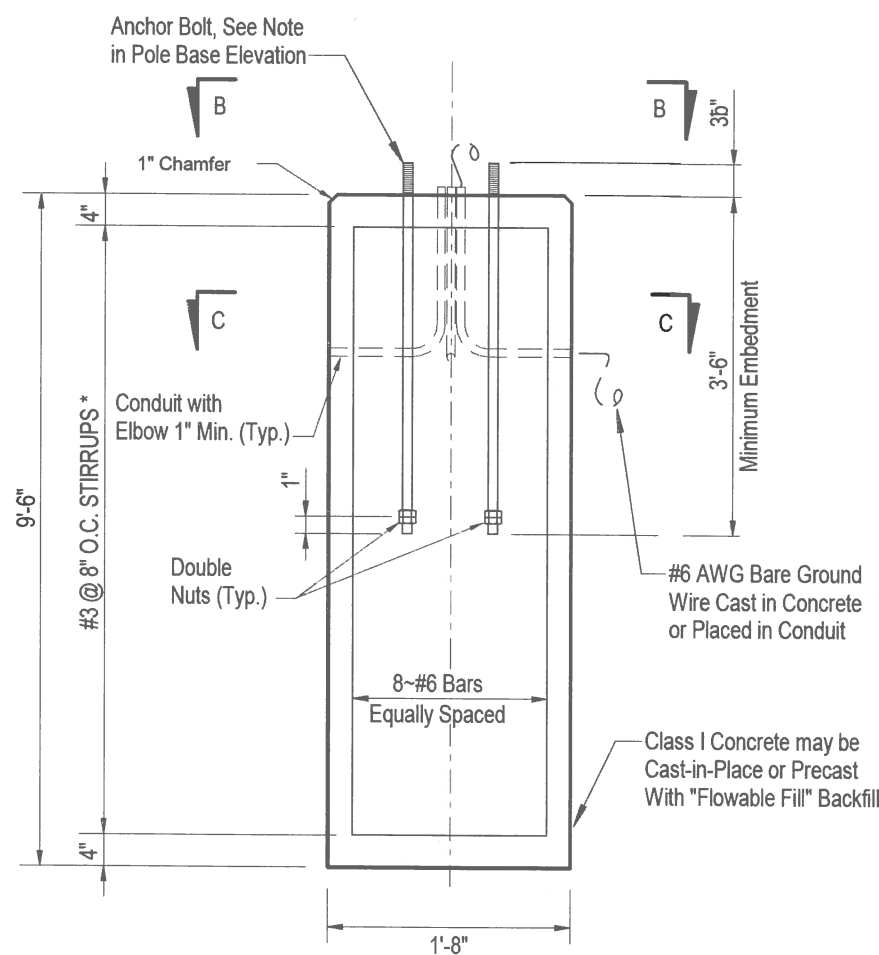
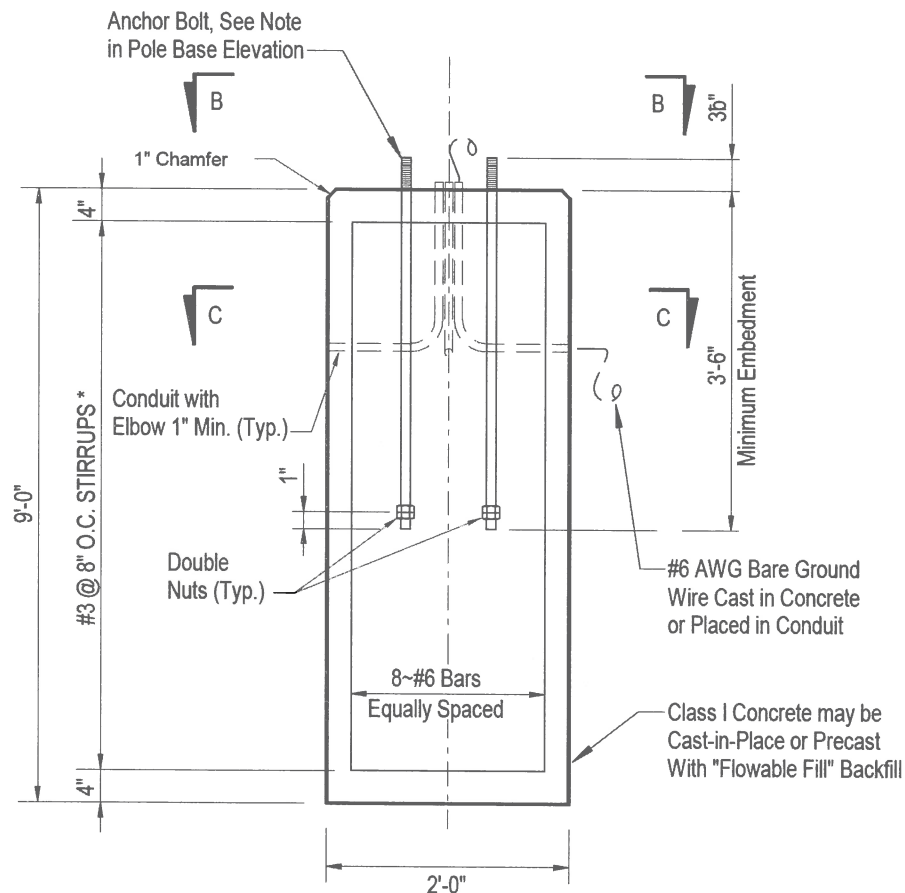
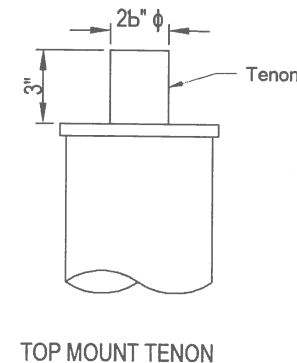
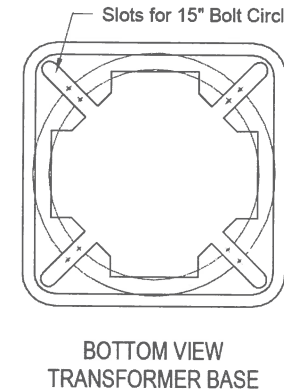
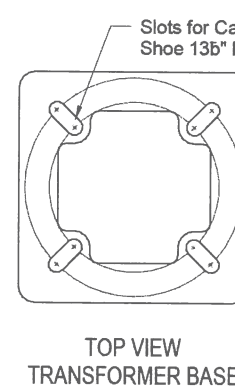
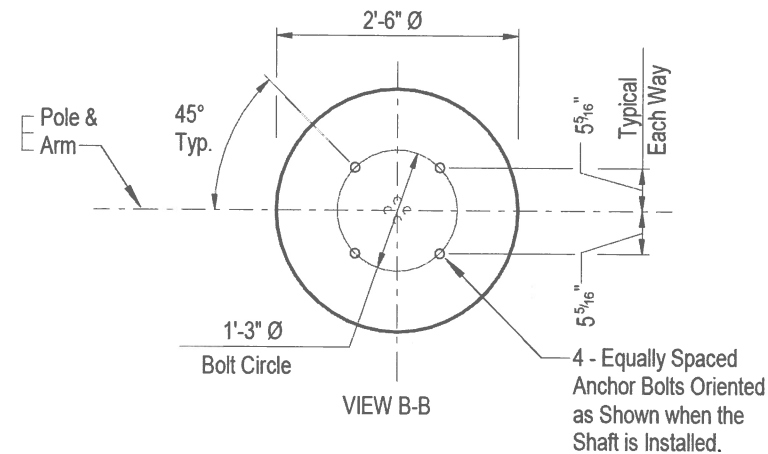
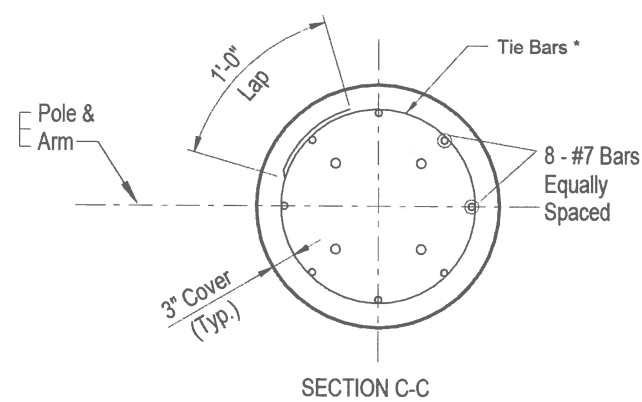
M. MONCEF
Professional Engineer
No. 48022

December 13, 2018

SHEET NO.

E-308

OF 38



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874 Dixon Blvd.
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NOTE: DEPICTED BASES ARE DESIGNED FOR ALL
POLE HEIGHTS AND ARM LENGTHS REQUIRED
FOR THIS PROJECT, INCLUDING CUSTOM
POLE/ARM ASSEMBLIES.

CUSTOM POLE BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 781-6818

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STREET LIGHTING

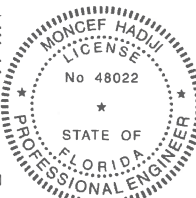
PROJECT No. PO298.1

ELECTRICAL DETAILS

DRAWN BY: DRS

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SHEET NO.

E-309

OF 38

4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3	CONFORMED TO FIELD CHANGES	04-17-2019
2	LIGHT POLE COORDINATION	01-30-2019
1	TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS
		DATE



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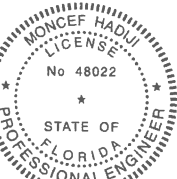
PROJECT No. PO298.1

ELECTRICAL DETAILS

M. MONCEP
Florida L

 Digitally signed by M. Moncef Hadji, DN: cn=M. Moncef Hadji, o=Moncef Hadji Engineering, ou=Moncef Hadji Engineering, email=M. Moncef Hadji@moncefhadji.com, c=US
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SHEET NO.
E-310
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FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 3

Contents:

1. Change Order 3 Light Pole Complete Change Order
2. Entitlement Analysis (incl. cost and time)
3. Plans (Dated June 14, 2019)

Submittal: 6/28/2019

Rev. 0

CHANGE ORDER NO. 3
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-2: \$0.00	Changes in contract time from previous Change Orders: No. 1-2: 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 3: \$31,856.02	Changes in contract time requested this Change Order No. 3: (Requires Council Approval) 153 days
Contract Price with all approved Change Orders: \$706,827.88	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Adjustment in quantity of Light Pole Complete Pay Items
2. Adjustment in Pedestrian Light Pole/Foundation Removals
3. 153 Day Time Extension

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: See Entitlement Analysis

IV. PAYMENT: See Cost Adjustment Spreadsheet

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 3

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

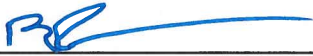
ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 3 Adjustment in Light Pole Complete Pay Items

1. Change Order Number 3
2. Description: Adjustment in Light Pole Complete Pay Items
3. Reasons for Change:
 - a. At Poles 23 and 24, replace 715-4-31 with 715-4-41. The location of 3 fiber optic cables and 1 water main geometrically prevents installation of an embedded foundation. The Engineer proposes to construct a custom integral sidewalk foundation to make the project functionally operational in accordance with the intent of the original contract and determines that the custom foundation as part of 715-4-41 Light Pole Complete is federally eligible. The difference between the negotiated price for the integral sidewalk foundation and bid price for a custom foundation is proposed as a premium amount which the Engineer does not recommend federally eligible. Request federal eligibility equal to quantity 2 715-4-41.
 - b. At Poles 32 and 33, replace 715-4-11 with 715-4-21. The proximity of a 12" water main requires use of a smaller 24" diameter foundation to fit the foundation at the back of sidewalk and maintain ADA clearance in front of the water main. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational. The Engineer recommends the difference between 715-4-11 and 715-4-21 be determined federally ineligible since the 12" water main alignment was not changed. (The water utility and Local Agency are the same.) Request federal eligibility equal to quantity 2 715-4-11.
 - c. At Pole 61, replace 1 715-4-11 with 715-4-21. The available space is congested with 2 mast arms and utilities preventing the use of a 30" diameter foundation. The Contractor and CEI determined after 3 pre-dig holes only a 24" foundation could be installed at this location. The Engineer recommends the difference between 715-4-11 and 715-4-21 be determined federally ineligible. Request federal eligibility equal to quantity 1 715-4-11.
 - d. At Pole 28, replace 1 715-4-31 with 715-4-21. The plans showed use of a conflict arm pole and standard 30" foundation.
 - i. It was determined a conflict arm pole is not required.
 - ii. A custom 20" diameter foundation is required to provide 48" ADA clearance.
 - iii. The Engineer recommends the 715-4-21 pole be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract.

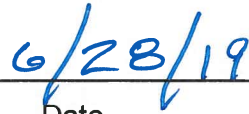
- iv. Request funding equal to quantity 1 715-4-21.
 - e. At Pole 29, replace 715-4-11 with 715-4-41. It was determined a conflict arm pole was required due to overhead utilities. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational. The Engineer recommends the difference between 715-4-11 and 715-4-41 be determined federally ineligible due to plan error. Request federal eligibility equal to quantity 1 715-4-11.
 - f. Pole 54, replace 715-4-11 with 715-4-31.
 - i. FPL alerted after the award that 6'2" minimum clearance was required from its 115 kV cable and the design tenon mount could only provide approximately 3' of clearance. A conflict pole is required to obtain more than the 6'2" minimum.
 - ii. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational to light this signalized intersection.
 - iii. The Engineer recommends the difference between 715-4-11 and 715-4-31 be determined federally eligible because this alteration in the plans could not have been reasonably contemplated or foreseen in the original plans and specifications since as-builts provided by FPL were only for 13.4 kV cables.
 - iv. Request federal eligibility equal to quantity 1 715-4-31.
 - g. At Pole 55, replace 715-4-31 with 715-4-21.
 - i. Contractor and CEI determined after 2 pre-dig holes only a 24" foundation could be installed at this location.
 - ii. Due to the extraordinary clearance of overhead cables at this location, the Engineer determined an economy by using a tenon mount pole was an appropriate implementation in lieu of a conflict pole.
 - iii. The Engineer recommends the 715-4-21 pole be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract and to light this signalized intersection.
 - iv. Request federal eligibility equal to quantity 1 715-4-21.
 - h. The right-of-way was staked by the Local Agency and it was determined 2 additional existing walkway lights were just inside the right-of-way yet shown on bid plans to be just outside the right-of-way. The expense of removals will be an overrun of walk light removals, bid item 0715-4-70. The Engineer recommends the removal of 715-4-70 poles be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract.
4. Time Analysis:
- | | |
|--------------------------------------|----------|
| Amount Requested by Contractor: | 153 days |
| Percentage Entitlement: | 100% |
| Entitlement Amount (CEI's Estimate): | 153 days |
5. Cost Analysis:
- | | |
|--------------------------------------|-------------|
| Amount Requested by Contractor: | \$31,856.02 |
| Percentage Entitlement: | 31.1% |
| Entitlement Amount (CEI's Estimate): | \$9,897.96 |

6. Reasons for Contractor's full or partial payment:

Premium costs will be borne by Local Agency.



Engineer Producing Analysis – Bryan Rerko, PE



Date

PARTICIPATION BREAKDOWN
SR 421 Dunlawton Lighting
FPN 435591-1-58-01

[illegible]

6/25/2019

PARTICIPATION BREAKDOWN
SR 421 Dunlawton Lighting
FPN 435591-1-58-01

							Quantities thru Pay Period ending 6/25/2019						
Line #	Bid Item Number	Description	Plan Quantity	Unit Measure	Unit Price	Total Price	Previous Quantity Installed	Current Quantity Installed	Total Quantity Installed	Total Dollars Installed	Percent Installed	Federally Eligible	Not Federally Eligible
23	Change Order 3	Adjustment in Light Pole Complete Pay Items											
24	3a. 715-4-41	Light Pole Complete, Utility Conflict, Special Foundation, 30' Mounting Height	2	EACH	\$8,708.00	\$17,416.00						\$ 17,416.00	
25	3a. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-2	EACH	\$4,740.58	-\$9,481.16						\$ (9,481.16)	
26	3a. Integral sidewalk	Difference between integral sw foundation and special foundation	2	EACH	\$6,652.23	\$13,304.46	Quantity 2 special integral sidewalk foundations. Local Agency pays premium cost above 715-4-41.						\$13,304.46
27	3b. and 3c. 715-4-11	Light Pole Complete, 30' Mounting Height	-3	EACH	\$3,563.02	-\$10,689.06						\$ (10,689.06)	
28	3b. and 3c. 715-4-11	Federally eligible amount equal to bid unit cost of 715-4-11	3	EACH	\$3,563.02	\$10,689.06						\$ 10,689.06	
29	3b. and 3c. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	3	EACH	\$4,732.56	\$3,508.62	Quantity is increased by 3, Local Agency pays premium cost equal to the difference between 715-4-11 and 715-4-21						\$3,508.62
30	3d. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-1	EACH	\$4,740.58	-\$4,740.58						\$ (4,740.58)	
31	3d. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$4,732.56	\$4,732.56						\$ 4,732.56	
32	3e. 715-4-11	Light Pole Complete, 30' Mounting Height	-1	EACH	\$3,563.02	-\$3,563.02						\$ (3,563.02)	
33	3e. 715-4-11	Federally eligible amount equal to bid unit cost of 715-4-11	1	EACH	\$3,563.02	\$3,563.02						\$ 3,563.02	
34	3e. 715-4-41	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$8,708.00	\$5,144.98	Quantity is increased by 1, Local Agency pays premium cost equal to the difference between 715-4-11 and 715-4-41						\$5,144.98
35	3f. 715-4-11	Light Pole Complete, 30' Mounting Height	-1	EACH	\$3,563.02	-\$3,563.02						\$ (3,563.02)	
36	3f. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	1	EACH	\$4,740.58	\$4,740.58						\$ 4,740.58	
37	3g. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-1	EACH	\$4,740.58	-\$4,740.58						\$ (4,740.58)	
38	3g. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$4,732.56	\$4,732.56						\$ 4,732.56	
39	3h. 715-4-70	Light Pole Complete, Remove Pole & Foundation	2	EACH	\$400.80	\$801.60						\$ 801.60	
CHANGES TOTAL						\$31,856.02						\$9,897.96	\$21,958.06

Duhl, Valerie

From: David Wallace <david.wallace@fie-inc.com>
Sent: Friday, June 28, 2019 11:20 AM
To: Rerko, Bryan
Cc: Roberts, Larry; Tomlinson, Margaret; Duhl, Valerie; 'Mikal R. Hale'; Jeremiah Christy; Michael Scharf; 83002 Procore
Subject: [EXT] M) FIE 83002 - FPID 435591-1-58-01 - CPM Schedule - 06-28-19.pdf
Attachments: M) FIE 83002 - FPID 435591-1-58-01 - CPM Schedule - 06-28-19.pdf

Bryan,

Please see attached updated CPM schedule as requested. FIE requests a time extension of 153 days based on the attached updated CPM schedule. We have determined the delays started on 01-18-19. The poles, foundations and luminaries have been affected. This updated schedule is contingent on the approval of the poles and fixtures by FDOT by 07-16-19. Thanks.

David Wallace | Project Manager | Florida Industrial Electric
Sanford, FL | Office 407.379.1742 | Cell 407.749.3501
David.Wallace@Fie-Inc.com | www.Fie-Inc.com



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(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF
TRANSPORTATION, DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED JANUARY 2018 AS AMENDED BY CONTRACT DOCUMENTS.



BID No. 17-32

S.R. 421 (DUNLAWTON AVE.)
RIDGEWOOD AVE. TO
SPRUCE CREEK RD.
LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

RELEASED FOR CONSTRUCTION

PREPARED BY:

QLH

A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

* REVISED 12-13-18

** REVISED 1-24-19

Δ REVISED 1-30-19

CP&F CONFORMED POLE & FOUNDATIONS REVISED 6-16-19

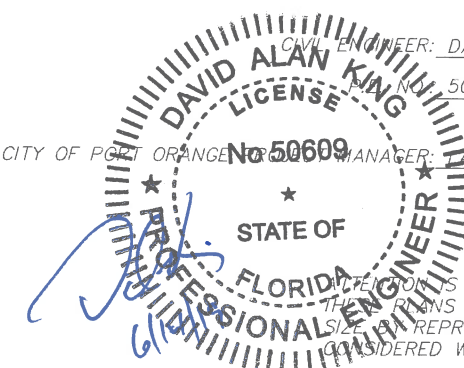
ELECTRICAL ENGINEER: MONCEF HADIJI, P.E.

P.E. NO.: 48022

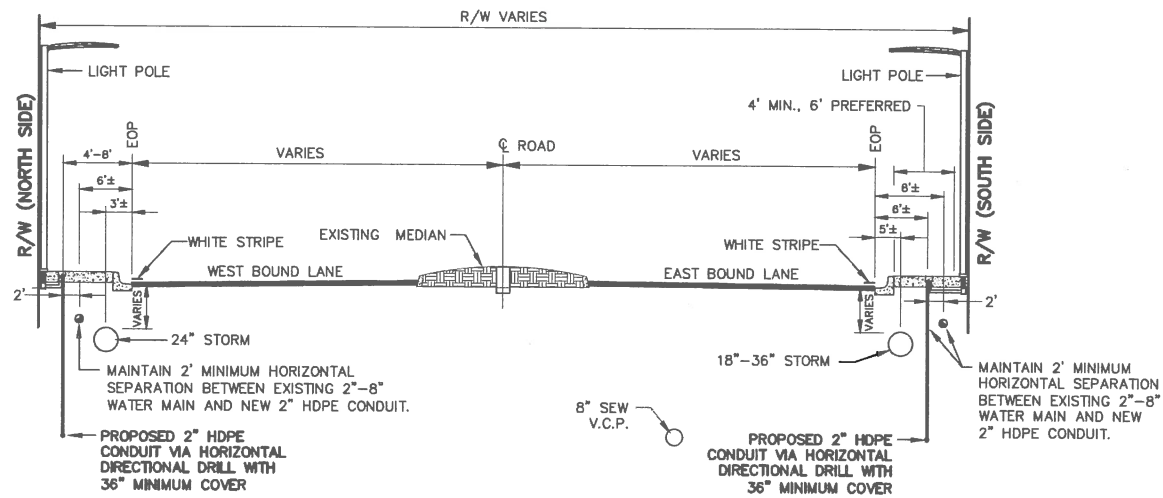
CIVIL ENGINEER: DAVID KING, P.E.

50609

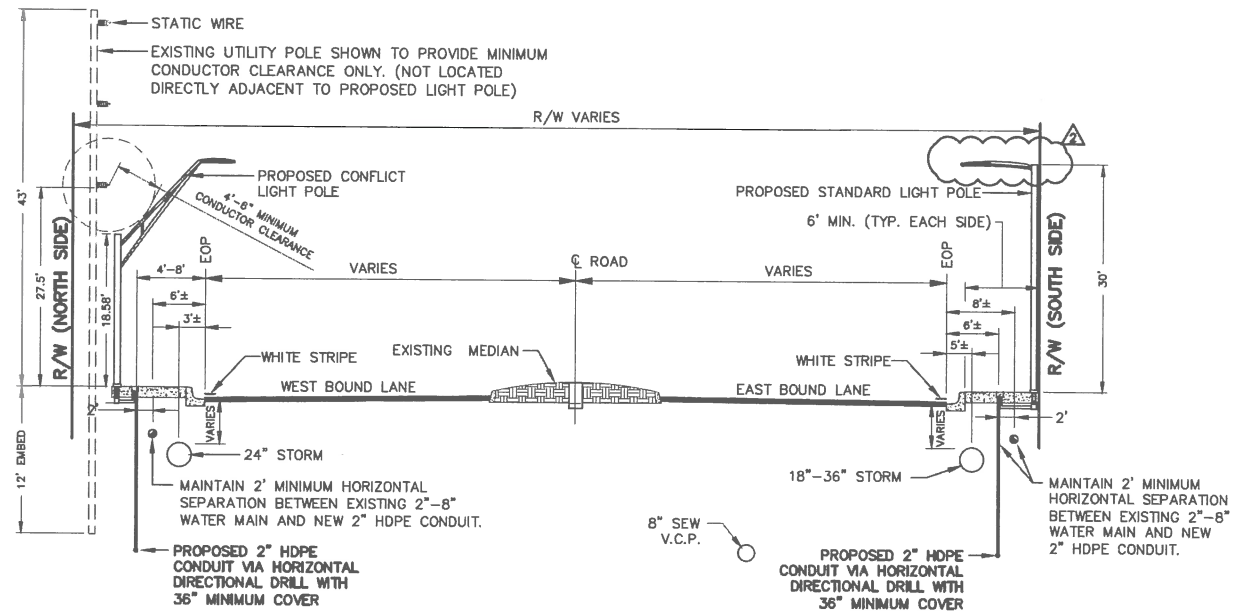
CITY OF PORT ORANGE No 50609 MANAGER: LARRY ROBERTS, P.E.



ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
SIZE ON REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 8+66 TO STA. 29+00



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

GENERAL PROJECT REQUIREMENTS

- UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
- ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
- THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL DO ALL THAT IS POSSIBLE TO AVOID TREES, PARTICULARLY TREES 3" DIAMETER OR LARGER. NO TREE SHALL BE REMOVED UNLESS IN DIRECT CONFLICT WITH CONSTRUCTION AND DESIGNATED FOR REMOVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE GOVERNING STANDARDS & SPECIFICATIONS SHOWN ON THE KEY SHEET. CONTRACTOR SHALL PROVIDE COUNTY AND F.D.O.T. WITH DRAWINGS FOR APPROVAL OF TRAFFIC CONTROL PLAN WITH DEVICES IN ACCORDANCE WITH SECTION 102 OF THE MAINTENANCE OF TRAFFIC PER F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (JANUARY 2018).
- ALL DRIVEWAYS TO BE REPAIRED TO EXISTING OR BETTER CONDITION. ALL ASPHALT DRIVEWAYS SHALL BE SAWCUT AND REPAIRED. OVERLAY ASPHALT DRIVES FROM EDGE OF ROAD OR BACK OF CURB TO RIGHT OF WAY LINE. ALL CONCRETE DRIVES TO BE REPLACED FROM R/W LINE AND/OR NEAREST CONSTRUCTION JOINT TO EDGE OF ROAD OR BACK OF CURB. ALL REPAIRS/OVERLAYS SHALL BE CONCRETE. CONCRETE DRIVES ARE 6" THICK 2,500 PSI CONCRETE UNLESS OTHERWISE NOTED. ADDITIONAL HOUSES, DRIVEWAYS AND SIDEWALKS MAY HAVE BEEN CONSTRUCTED SINCE THE SURVEY WAS COMPLETED. THIS NEW CONSTRUCTION IS NOT SHOWN ON THESE PLANS. PAYMENT WILL BE MADE FOR REPAIR OF DRIVEWAYS AND SIDEWALKS ACCORDING TO THE LINE ITEM AMOUNT IN THE SCHEDULE OF UNIT.
- CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL CITY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL COMPLY WITH OSHA RULE 1926.

NOTE:

ALL OVERHEAD UTILITIES SHOWN IN THE PLANS ARE LESS THAN OR EQUAL TO 50KV.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY QLH DURING DESIGN									
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED			
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1
WATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
WASTEWATER	CITY OF PORT ORANGE	KENNY HO	(386) 506-5662	kho@pot-orange.org	4/26/17				
ELECTRIC DISTRIBUTION	FPL	MARIANNE DILLARD	(407) 328-1922	Marianne.Dillard@fpl.com	4/26/17				
ELECTRIC TRANSMISSION	FPL	PETE WASHIO	(561) 904-3693	peter.h.washio@fpl.com	4/26/17				
PHONE	AT&T FLORIDA	KIRBY SPENCER	(386) 257-7930	KS2488@att.com	4/26/17				
TV CABLE	BRIGHT HOUSE NETWORKS	BEN TWYMAN	(386) 527-6836	ben.twyman@mybrighthouse.com	4/26/17				
GAS	TECO GAS		(904) 545-8958		4/26/17				5/26/17
SIGNALIZATION	VOLUSIA COUNTY TRAFFIC ENGINEERING	MELISSA WINSETT	(386) 736-5968	mwinsett@volusia.org	4/26/17				
F.O. CABLE	LEVEL 3	MICHAEL NUNEZ	(888) 381-0402	michael.nunez@level3.com	4/26/17				

PAY ITEM 0101 1 MOBILIZATION

INCLUDES ALL COST ASSOCIATED WITH THE ESTABLISHING PROJECT CONTROL IN THE FIELD, INCLUDING STAKING BASELINE OF CONSTRUCTION AND ALL PROPOSED IMPROVEMENTS, AS WELL AS THE PRE/POET VIDEO AND AS-BUILT DRAWINGS.

PAY ITEM 0110 1 1 CLEARING AND GRUBBING

INCLUDES ALL COSTS ASSOCIATED WITH PROTECTION OF EXISTING TREES

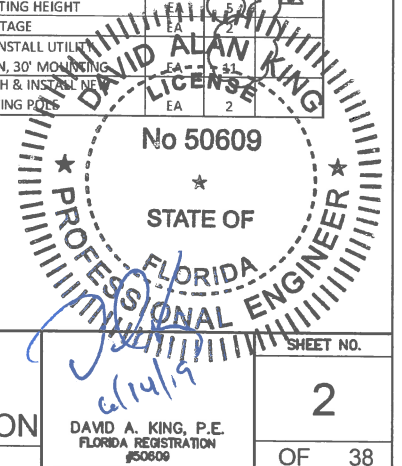
PAY ITEM 0570 1 2 PERFORMANCE TURF, SOD

INCLUDES ALL COSTS FOR MAINTAINING SOD, INCLUDING WATERING, MOWING AND LITTER REMOVAL IF REQUIRED, UNTIL SUCH TIME IT IS ESTABLISHED AND THE PROJECT IS FINALLY ACCEPTED.

PAY ITEM 0715 4 LIGHT POLE COMPLETE

INCLUDES ALL COSTS ASSOCIATED WITH USE OF VACUUM EXCAVATION TO VERIFY PROPOSED FOUNDATION LOCATIONS ARE CLEAR OF EXISTING UTILITIES PRIOR TO START OF FOUNDATION INSTALLATION

SUMMARY OF PAY ITEMS				
PAY ITEM	DESCRIPTION	UNIT	QTY	FINAL
0101 1	MOBILIZATION	LS	1	
0102 1	MAINTENANCE OF TRAFFIC	LS	1	
0110 1 1	CLEARING AND GRUBBING	LS	1	
0522 1	CONCRETE SIDEWALK (6" THICK - 2500 PSI), REMOVAL AND REPLACEMENT	SY	372.1	
0570 1 2	PERFORMANCE TURF, SOD	SY	378	
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	823	
0630 2 12	CONDUIT, F&I, DIRECTIONAL DRILL	LF	87	
0635 2 11	PULL BOX, F&I, 13"x24" COVER SIZE (TRAFFIC RATED)	EA	79	
0639 1121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	EA	2	
0715 4 70	LIGHT POLE COMP, REMOVE POLE AND FOUNDATION	EA	3	
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	26181	
0715 4 11	LIGHT POLE COMPLETE, F&I, STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	37	
0715 4 21	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	9	
0715 4 31	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	5	
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	
0715 4 41	LIGHT POLE COMPLETE, FURNISH & INSTALL UTILITY CONFLICT POLE, SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, LUMINAIRE & BRACKET ARM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	31	
0715 5 31	LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				



CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0298.1

SUMMARY OF PAY
ITEMS AND NOTES
WITH TYPICAL SECTION

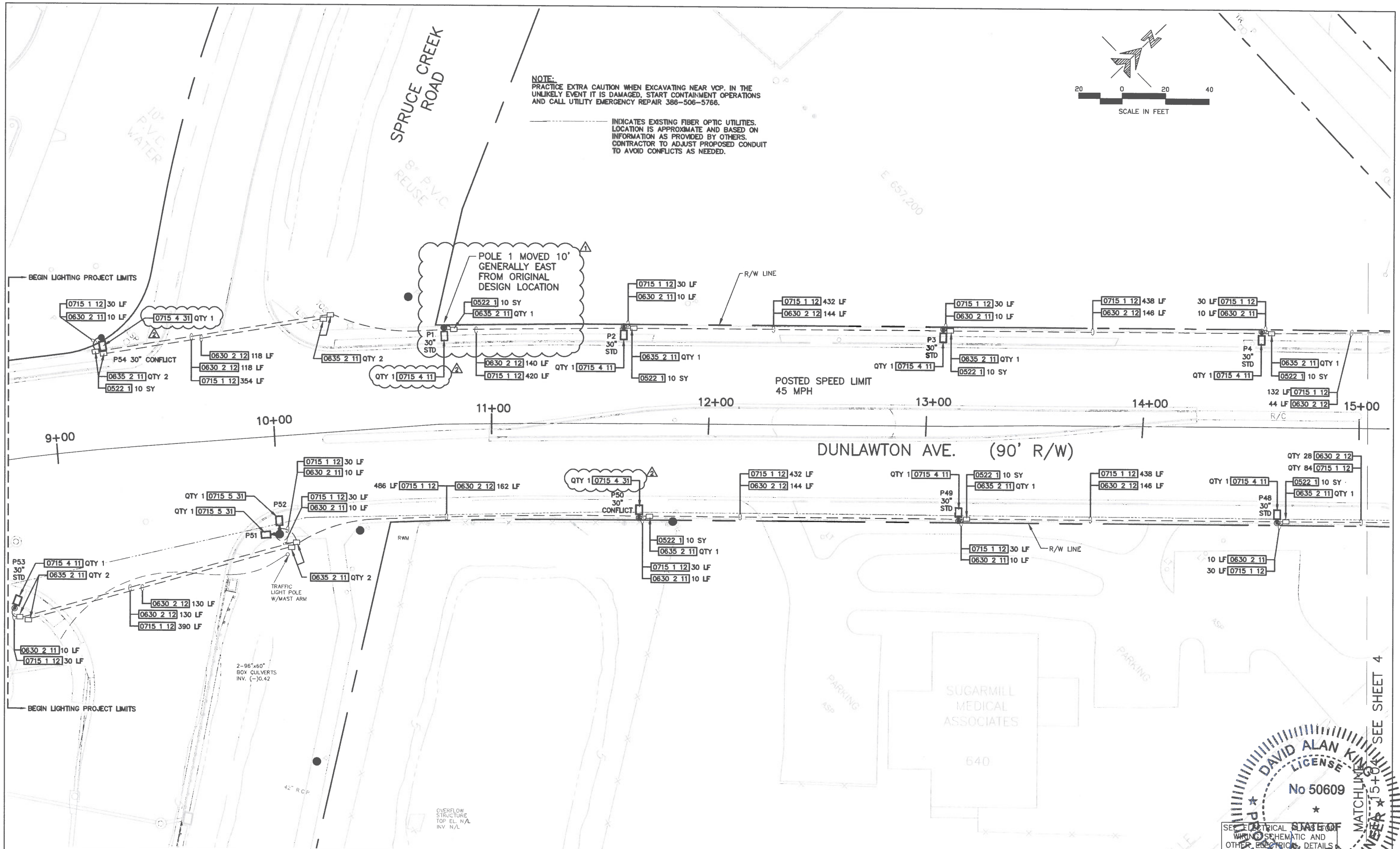
DRAWN BY: ADK

DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609

SHEET NO.

2

OF 38



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS

QLH
A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

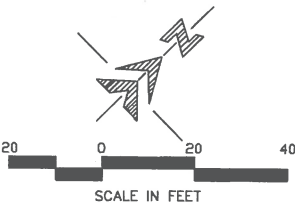
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1

ROADWAY PLAN
STA. 9+00 - STA. 15+00
DRAWN BY: ADK

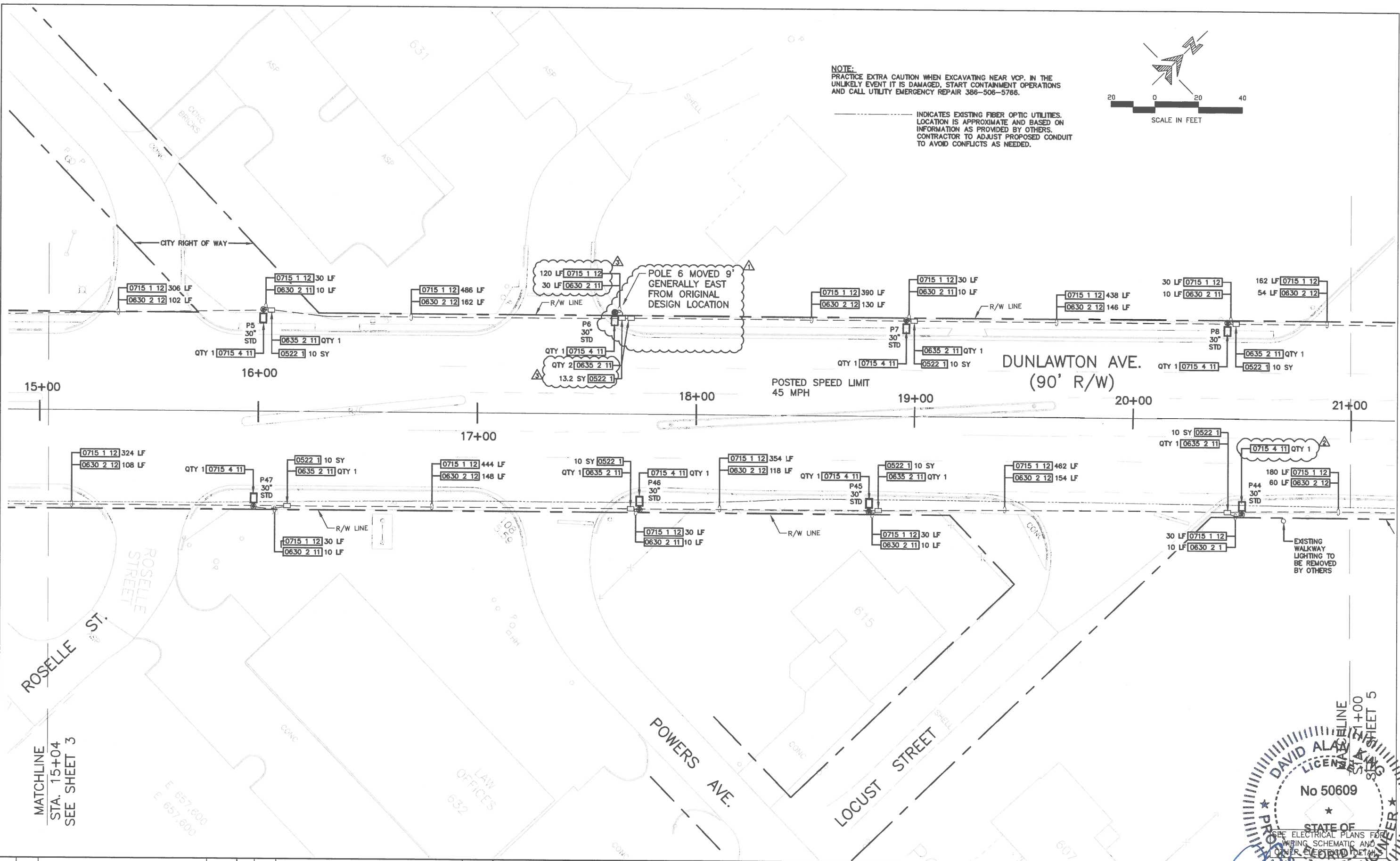
DAVID ALAN KING
LICENSE
No 50609
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
MATCHLINE SEE SHEET 4
3
OF 38

SEE ELECTRICAL WIRING SCHEMATIC AND OTHER ELECTRICAL DETAILS

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE
UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.



INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
INFORMATION AS PROVIDED BY OTHERS.
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 15+04
SEE SHEET 3

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

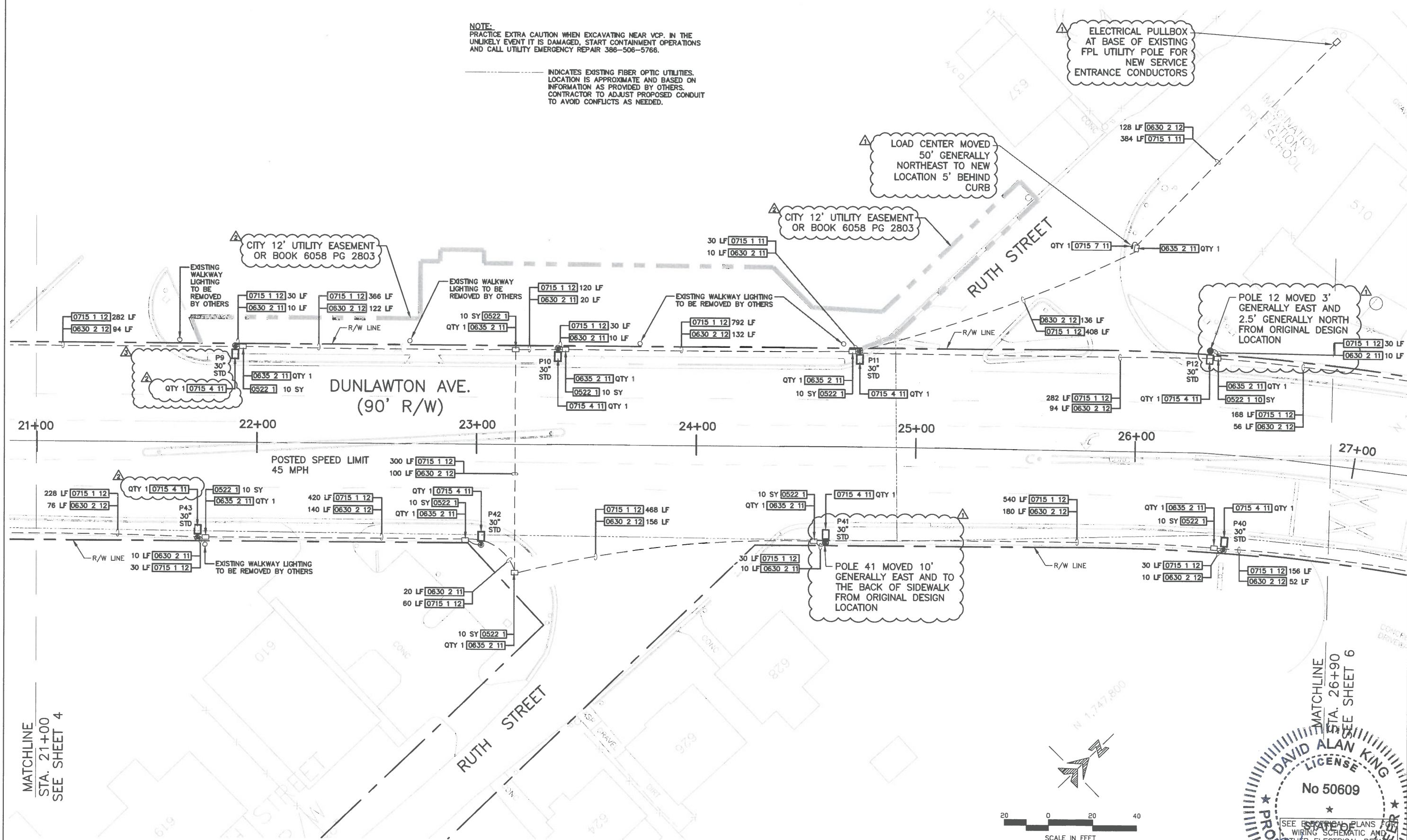
S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 15+00 - STA. 21+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSED PROFESSIONAL ENGINEER
No 50609
STATE OF FLORIDA
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS
DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609
SHEET 4
OF 38

NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

INDICATES EXISTING FIBER OPTIC UTILITIES. LOCATION IS APPROXIMATE AND BASED ON INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR TO ADJUST PROPOSED CONDUIT TO AVOID CONFLICTS AS NEEDED.



MATCHLINE
STA. 21+00
SEE SHEET 4

MATCHLINE
STA. 26+90
SEE SHEET 6

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

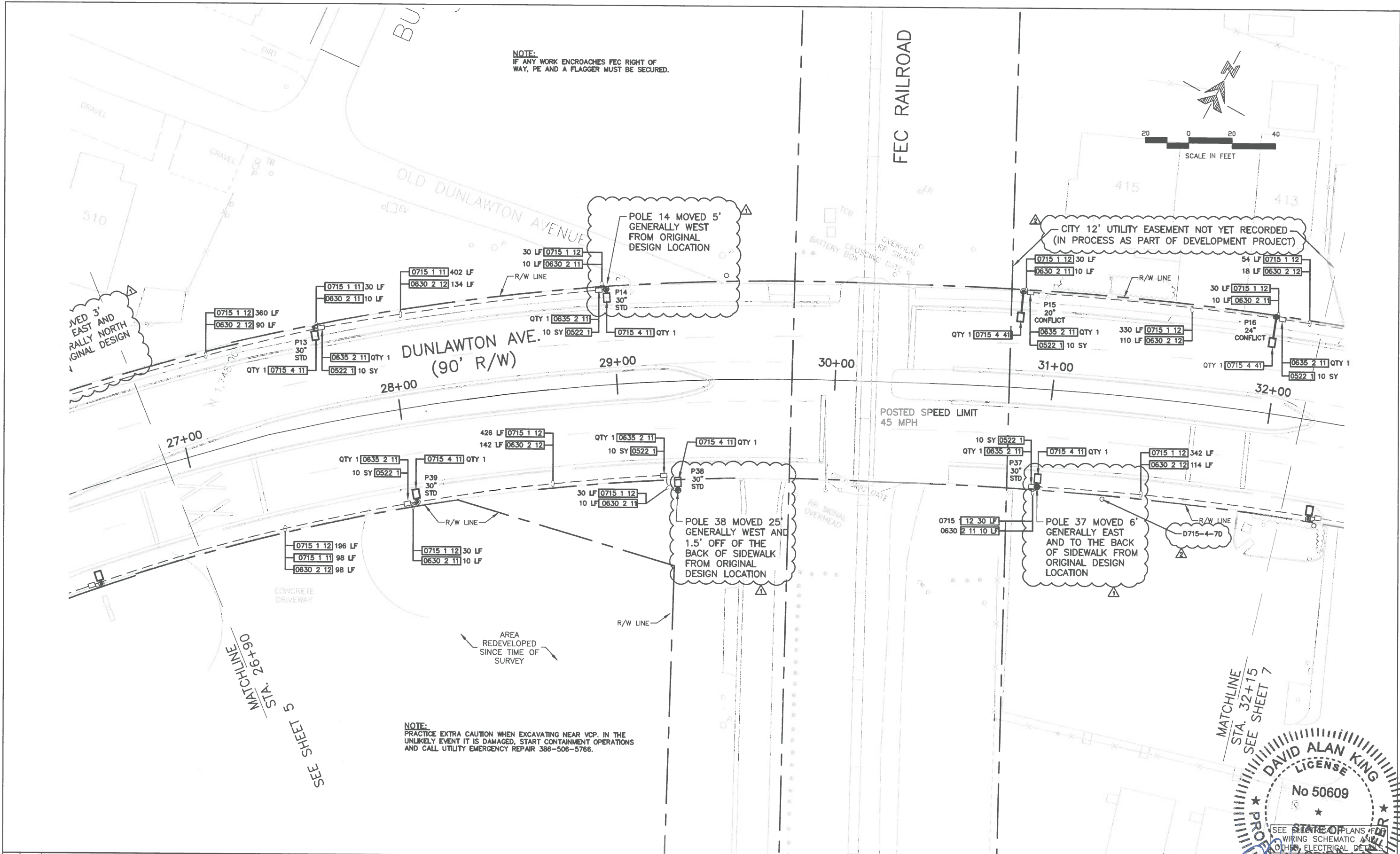
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 21+00 - STA. 27+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
PROFESSIONAL ENGINEER
FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609



ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				
NO.	BY	REVISIONS	DATE	NO.	BY	DATE

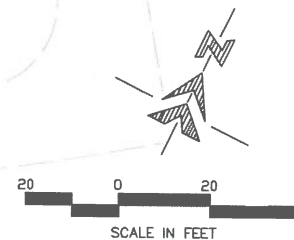
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 27+00 - STA. 32+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
STATE OF FLORIDA
DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609
OF 38



NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR VCP. IN THE UNLIKELY EVENT IT IS DAMAGED, START CONTAINMENT OPERATIONS AND CALL UTILITY EMERGENCY REPAIR 386-506-5766.

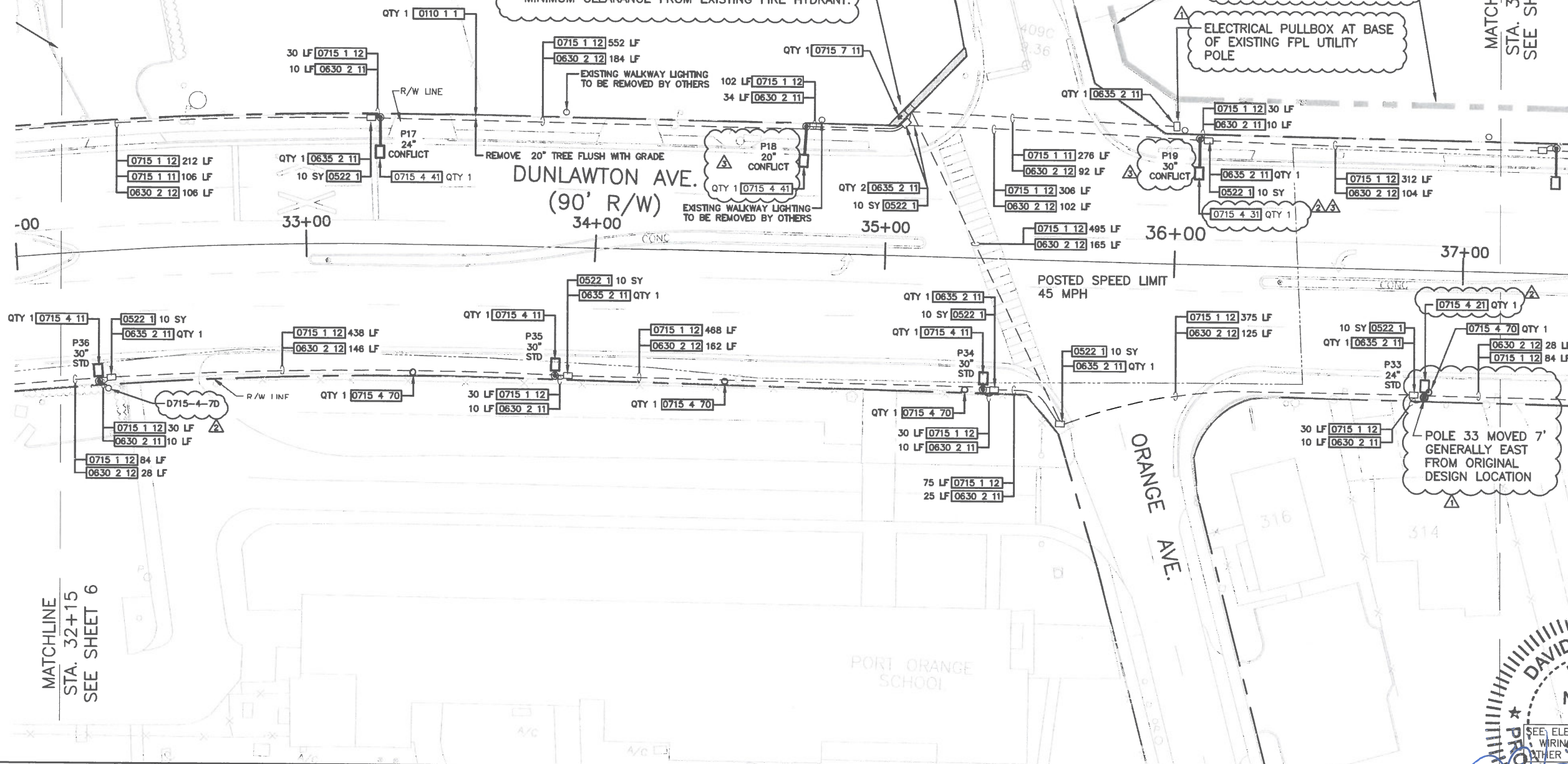
INDICATES EXISTING FIBER OPTIC UTILITIES. LOCATION IS APPROXIMATE AND BASED ON INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR TO ADJUST PROPOSED CONDUIT TO AVOID CONFLICTS AS NEEDED.

REVISED LOAD CENTER LOCATION. REMOVE 2'11"x28'6" EXISTING SIDEWALK. CENTER NEW LOAD CENTER IN FIRST 12'4" OF REMOVED SIDEWALK. USE ONLY 2'0" OF THE 2'11" REMOVED. MAINTAIN 5' MINIMUM CLEARANCE FROM EXISTING FIRE HYDRANT.

CITY 12' UTILITY EASEMENT OR BOOK 7220 PG 3537

ELECTRICAL PULLBOX AT BASE OF EXISTING FPL UTILITY POLE

MATCHLINE
STA. 37+13
SEE SHEET 8



MATCHLINE
STA. 32+15
SEE SHEET 6

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	6-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

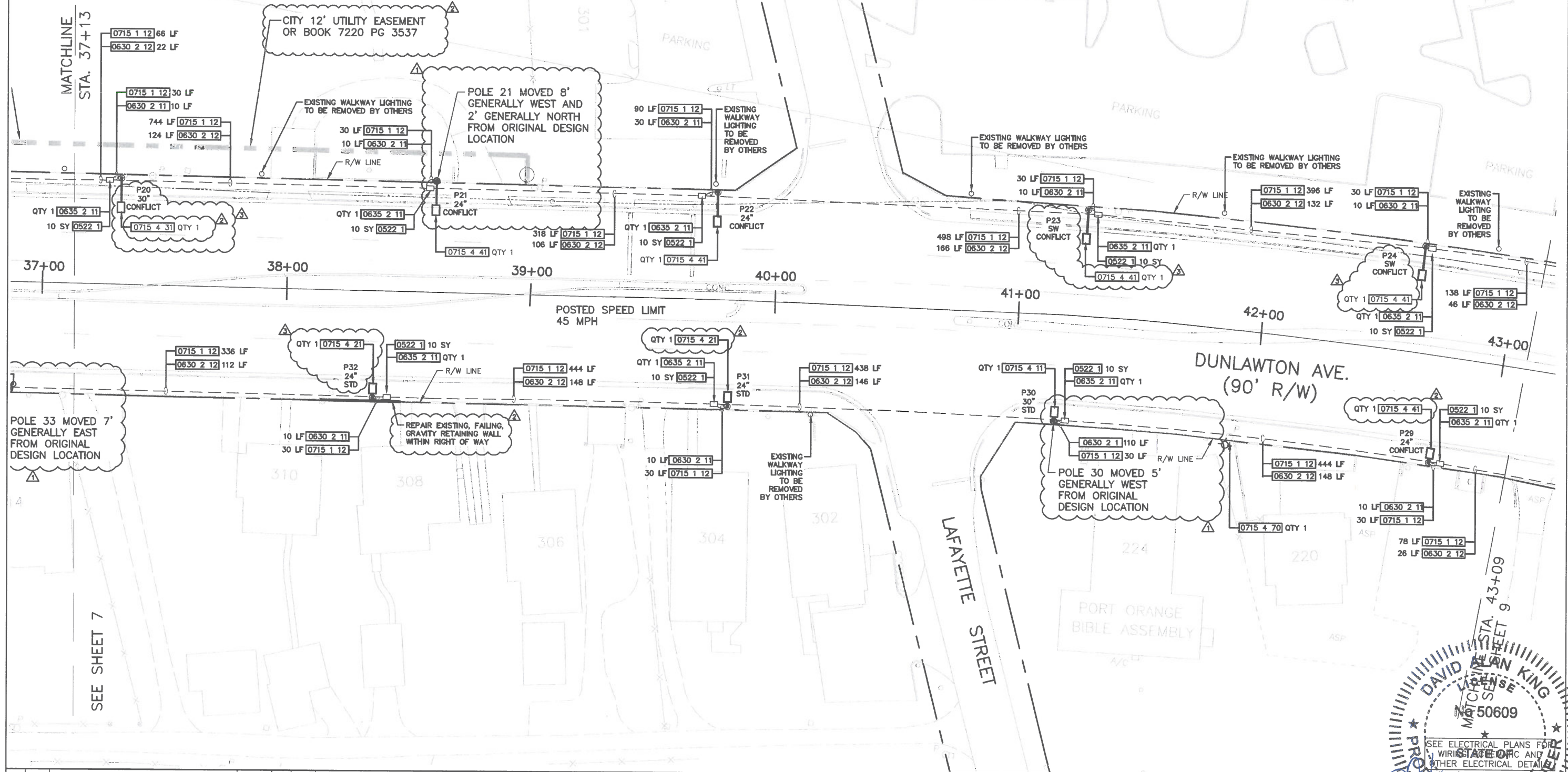
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
**(DUNLAWTON AVENUE)
STREET LIGHTING**
PROJECT No. P0298.1

ROADWAY PLAN
STA. 32+00 - STA. 37+00
DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
SEE ELECTRICAL PLANS FOR
WIRING SCHEMATIC AND
OTHER ELECTRICAL DETAILS
DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609
OF 38

INDICATES EXISTING FIBER OPTIC UTILITIES.
LOCATION IS APPROXIMATE AND BASED ON
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CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.

[illegible]

QLH
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P.O. BOX 290247, PORT ORANGE, FL. 32128-0247

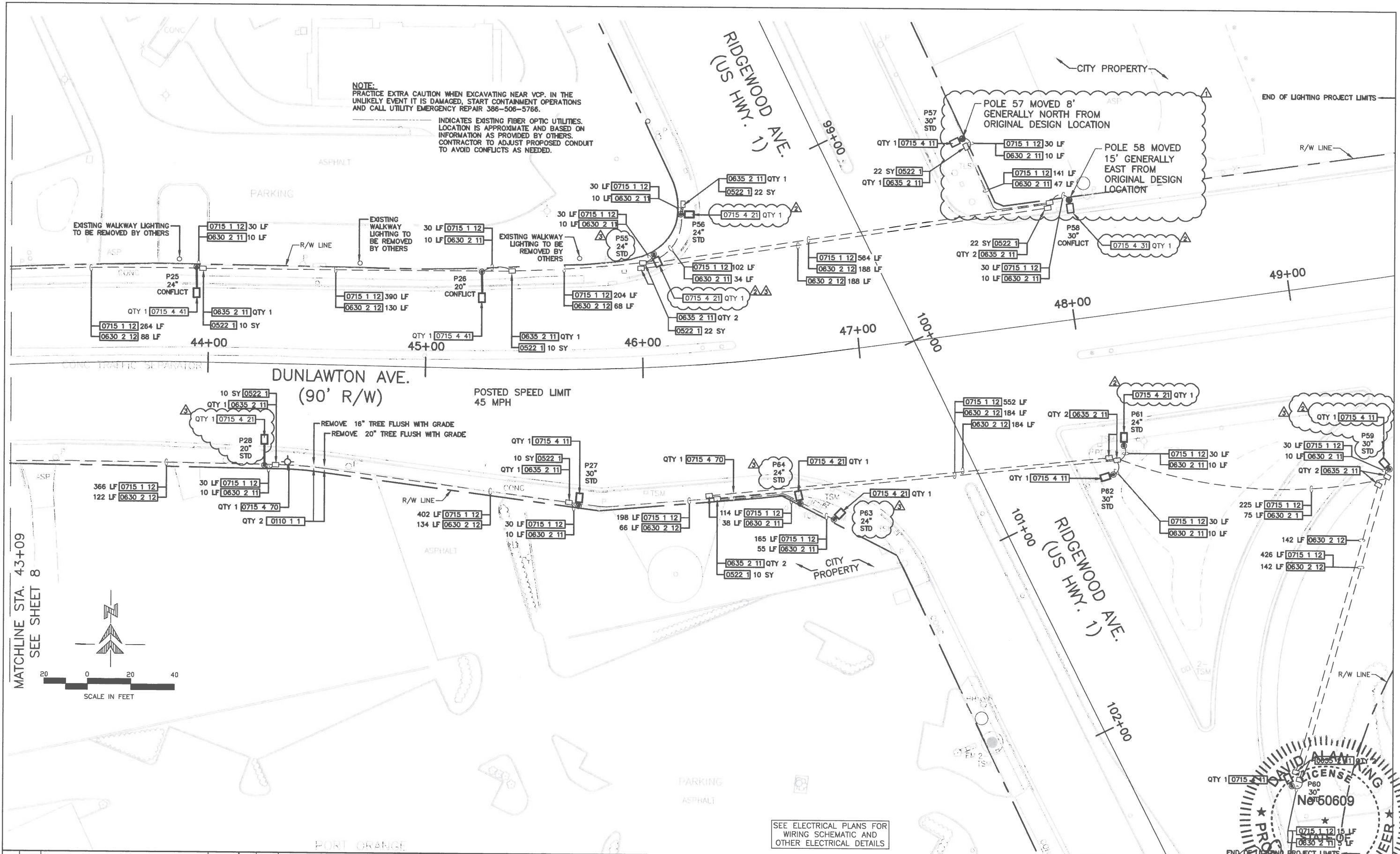
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**

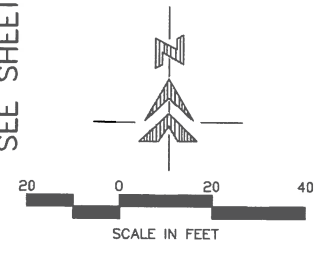
ROADWAY PLAN
STA. 37+00 - STA. 43+00

DAVID A. KING, P.E.
FLORIDA REGISTRATION
#50609

OF 38



MATCHLINE STA. 43+09
SEE SHEET 8



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE
1	ADK	CONFORMED TO POLES AND FOUNDATIONS	8-13-19				
2	ADK	CONFORMED TO FIELD CONDITIONS	4-17-19				
3	ADK	LIGHT POLE & ELECTRICAL EQUIP. LOCATION ADJ.	1-24-19				

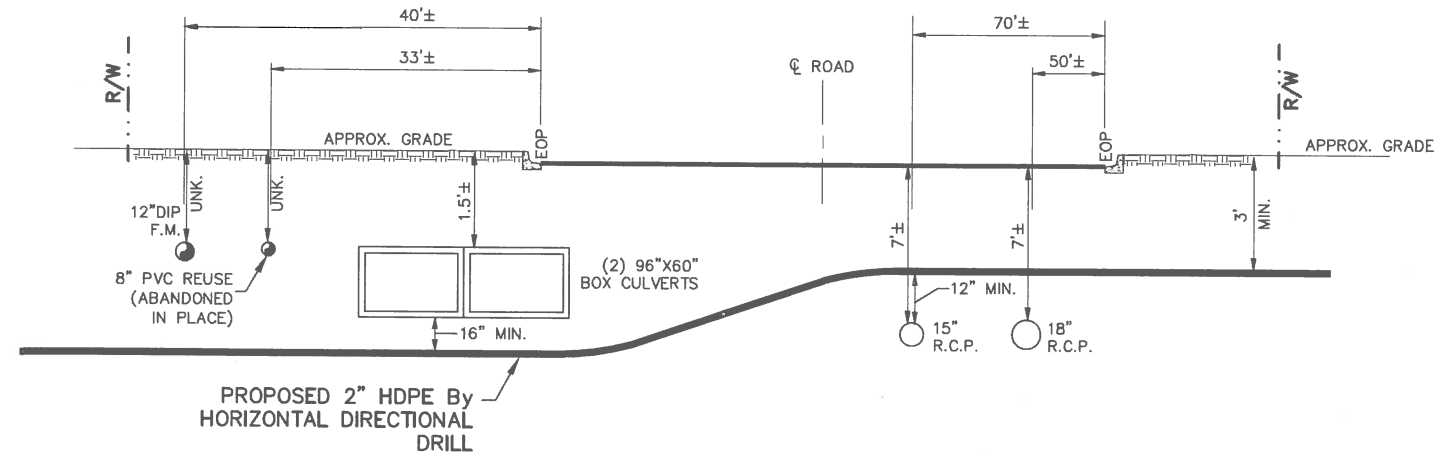
QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

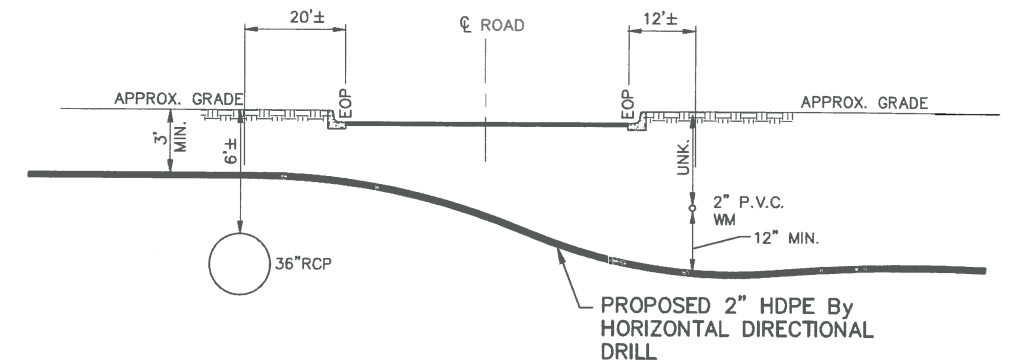
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1

ROADWAY PLAN
STA. 43+00 - STA. 49+00
DRAWN BY: ADK

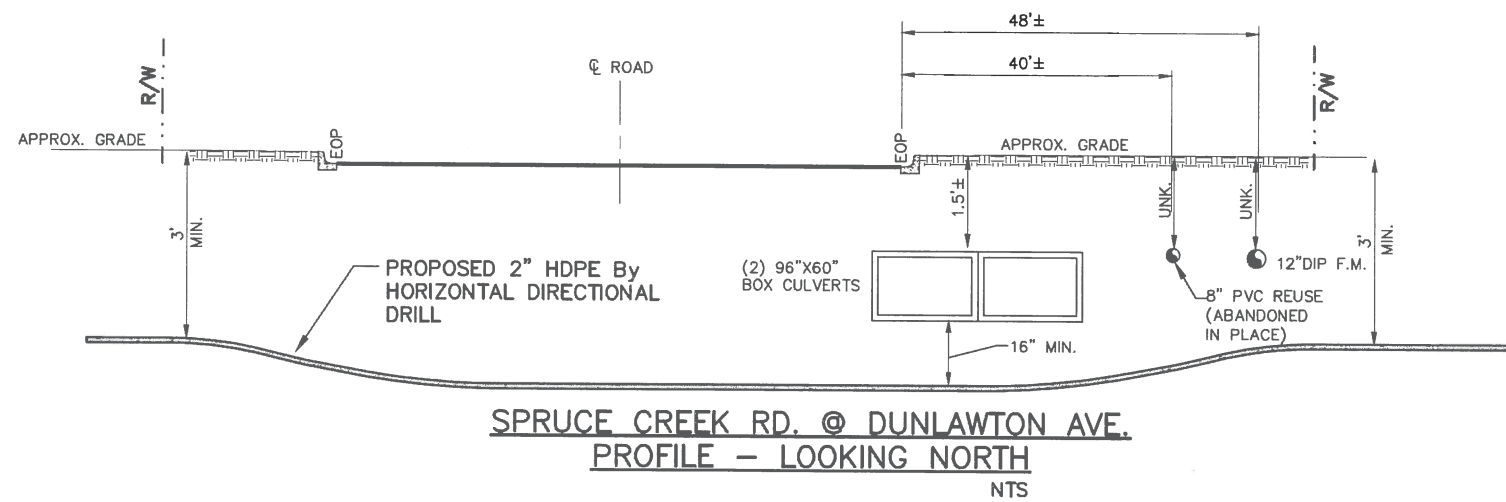
DAVID A. KING
PROFESSIONAL ENGINEER
FLORIDA
REGISTRATION #50609
OF 38



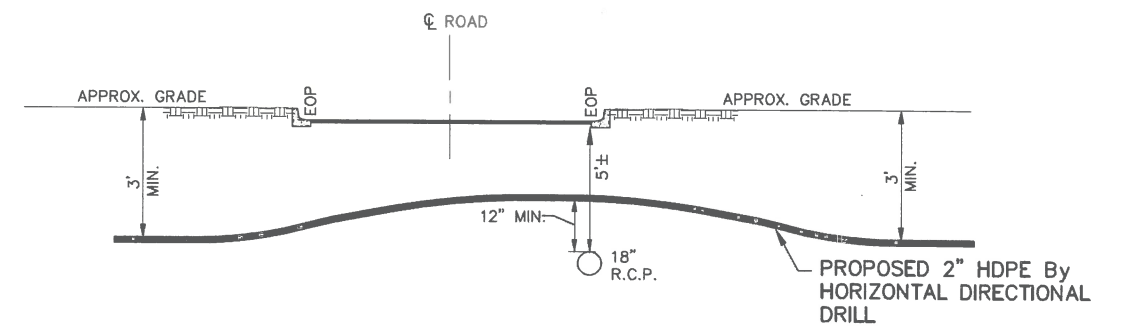
SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

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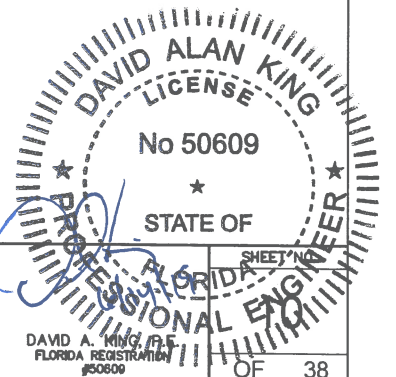
CITY OF
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 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

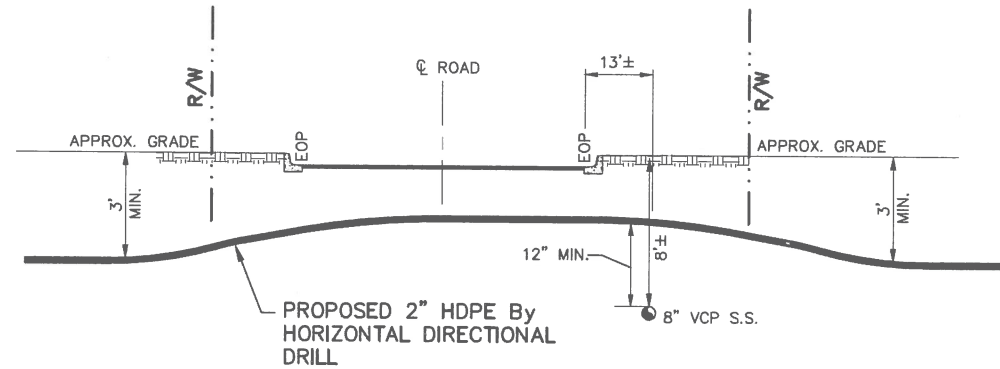
PROJECT No. P0298.1

HDD PROFILES AT
SIDESTREETS

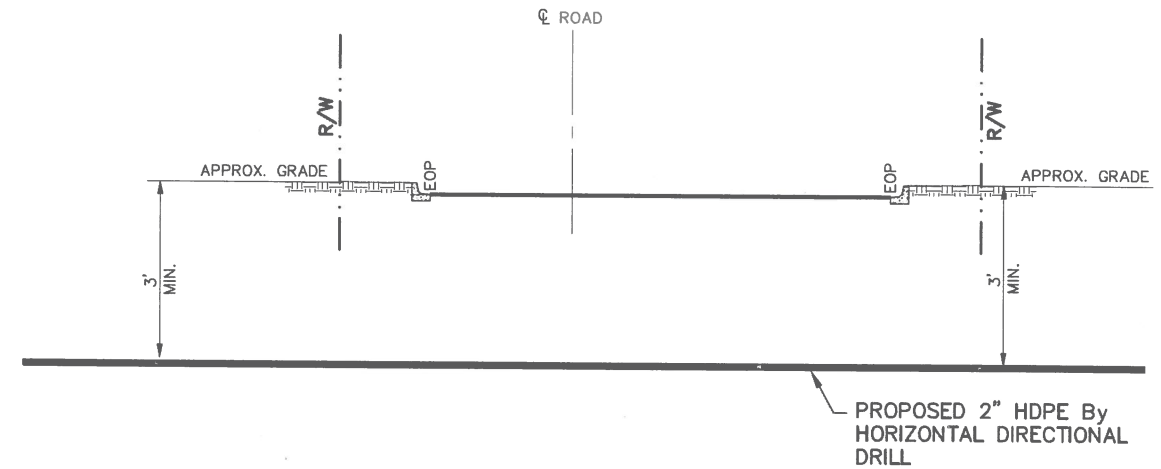
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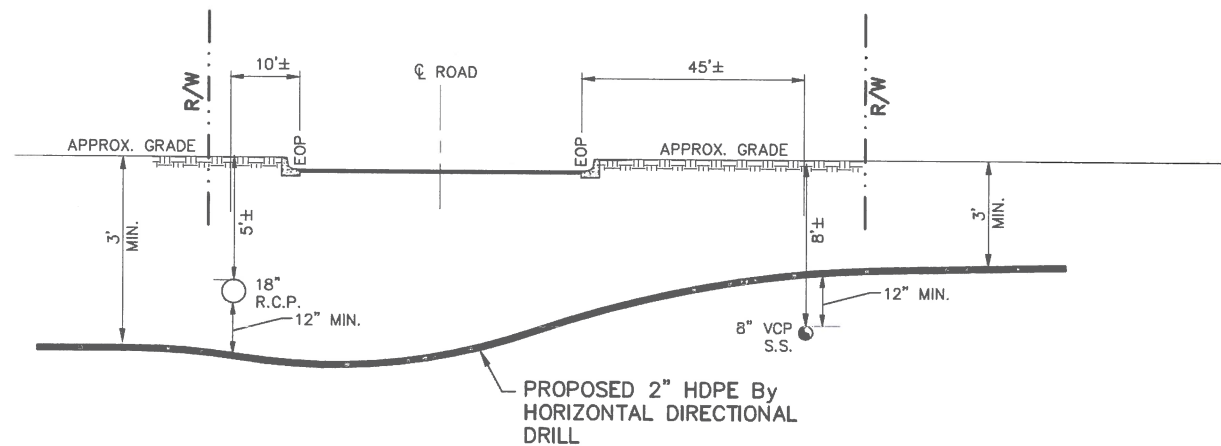
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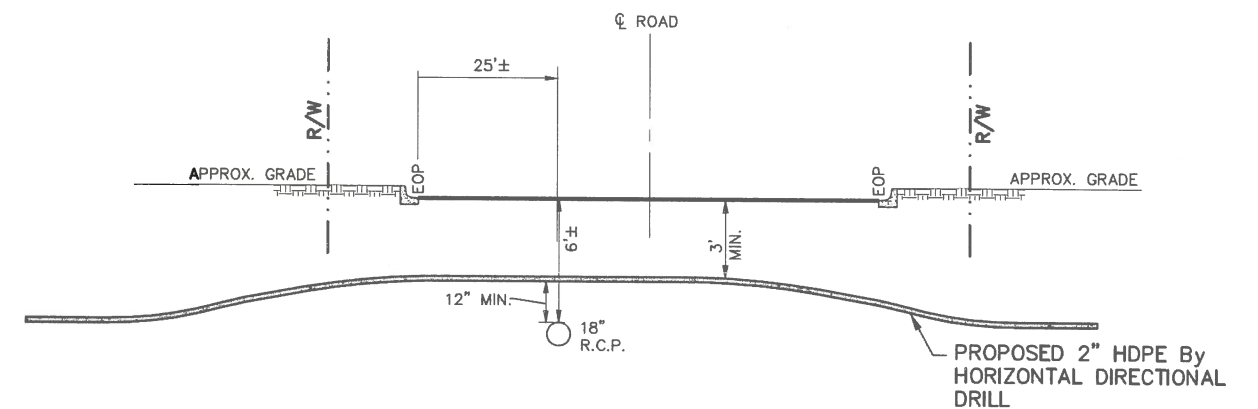
POWERS AVE. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



LOCUST ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



POWERS AVE. @ DUNLAWTON AVE. CROSS
SECTION-LOOKING NORTH
 NTS



CARAMEL AVE. (THE CLUB AT SUGAR MILL)
@ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

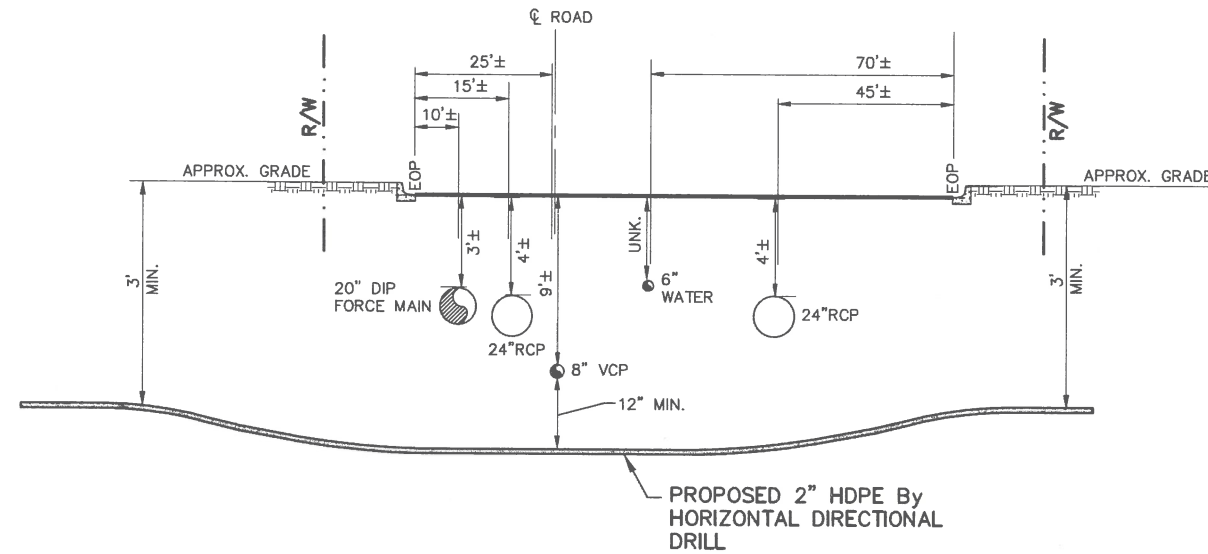
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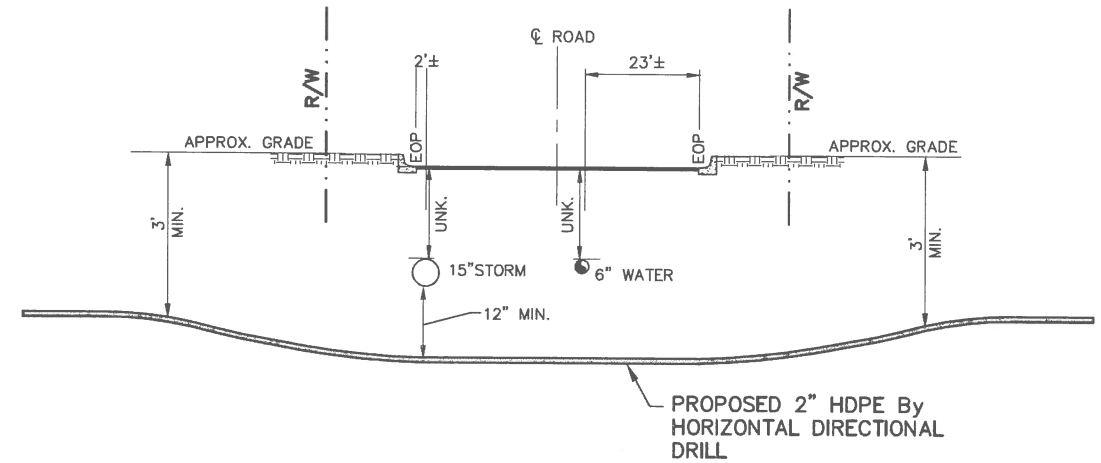
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(DUNLAWTON AVENUE)
STREET LIGHTING
 PROJECT No. P0298.1

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SIDESTREETS
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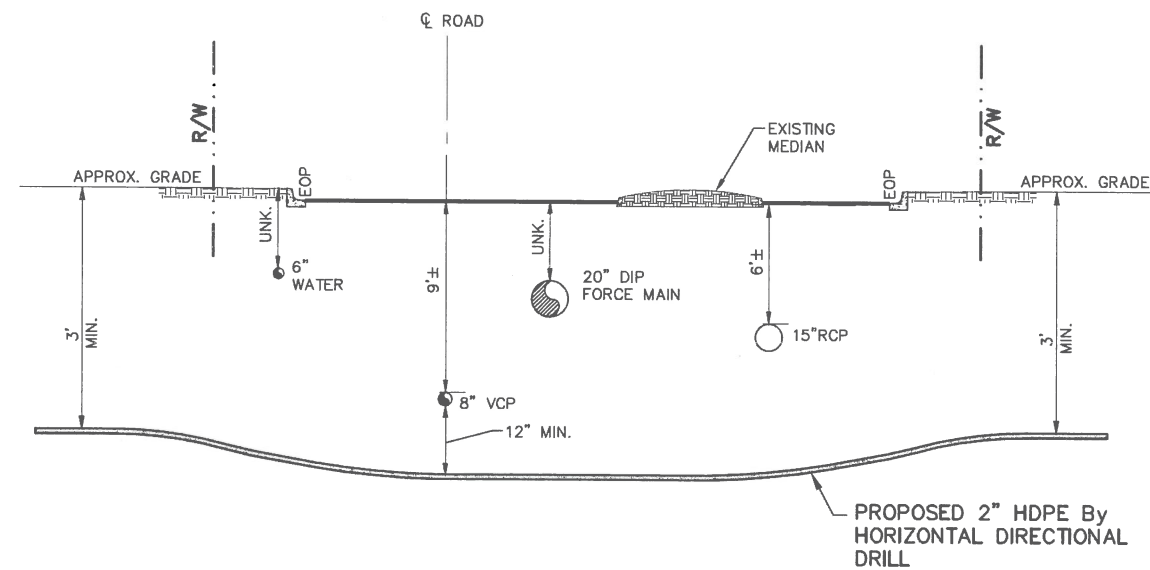
DAVID ALAN KING
 LICENSE
 No 50609
 STATE OF
 FLORIDA
 PROFESSIONAL ENGINEER
 DAVID A. KING, P.E.
 FLORIDA REGISTRATION
 #50609
 OF 38



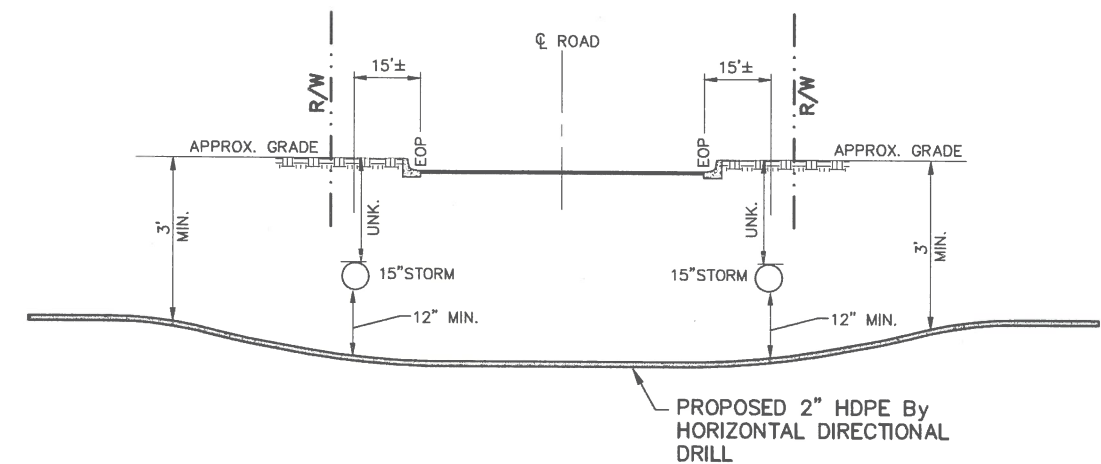
RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
 NTS



RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
 NTS

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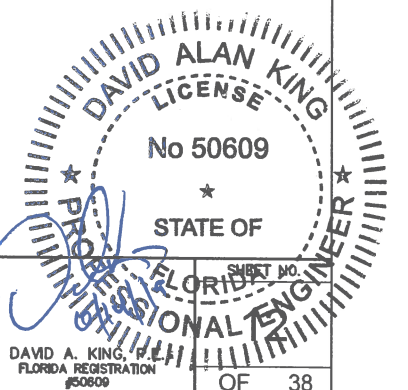
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(DUNLAWTON AVENUE)
STREET LIGHTING

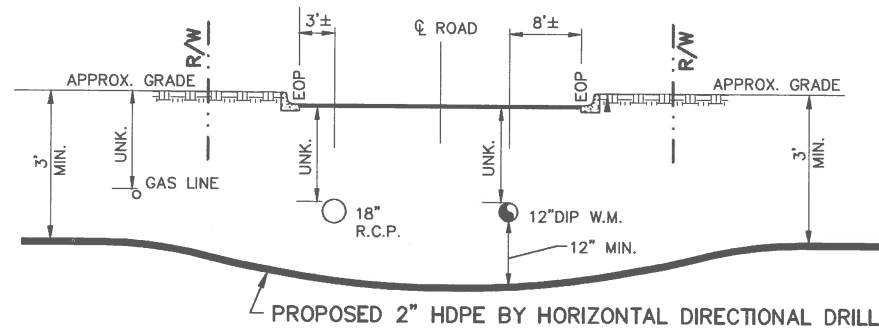
HDD PROFILES AT
SIDESTREETS

PROJECT No. P0298.1

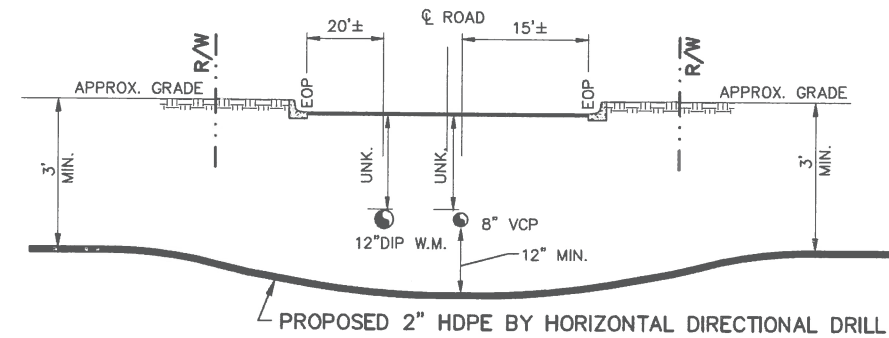
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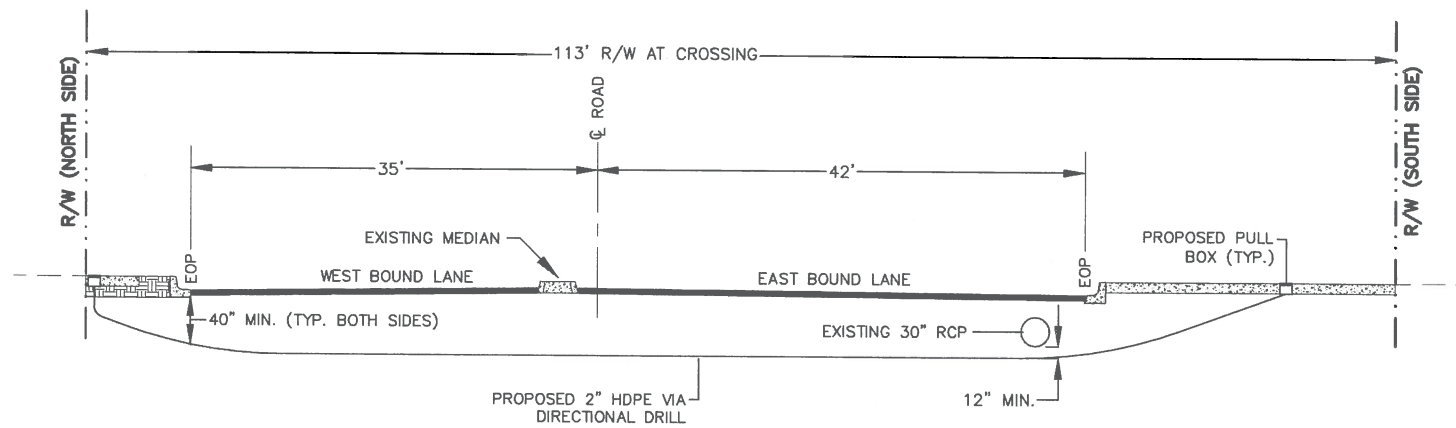
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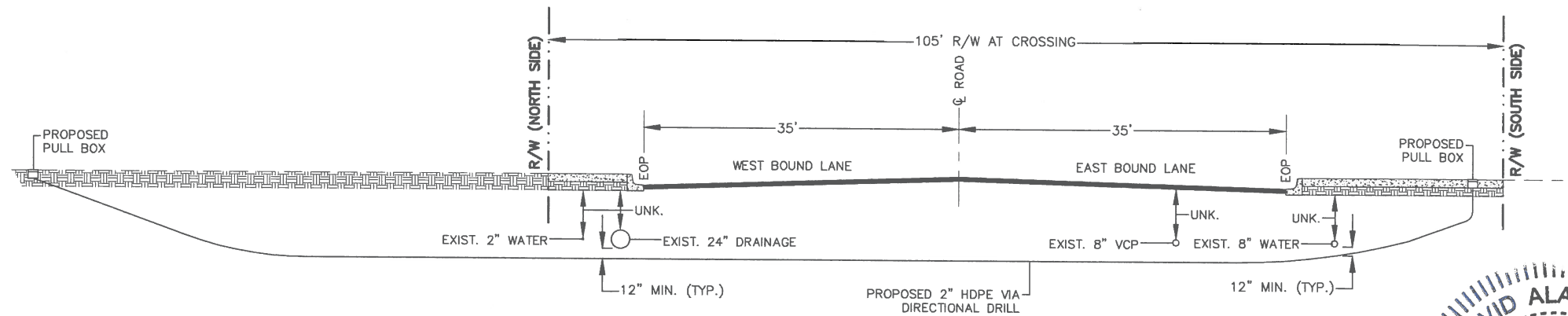
LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



LAFAYETTE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



SECTION AT CROSSING STA. 23+18
LOOKING EAST
NTS



SECTION AT CROSSING STA. 35+47
LOOKING EAST
NTS

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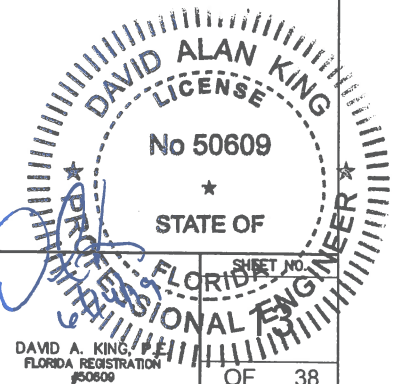
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S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

HDD PROFILES AT
SIDEStreETS

DRAWN BY: ADK



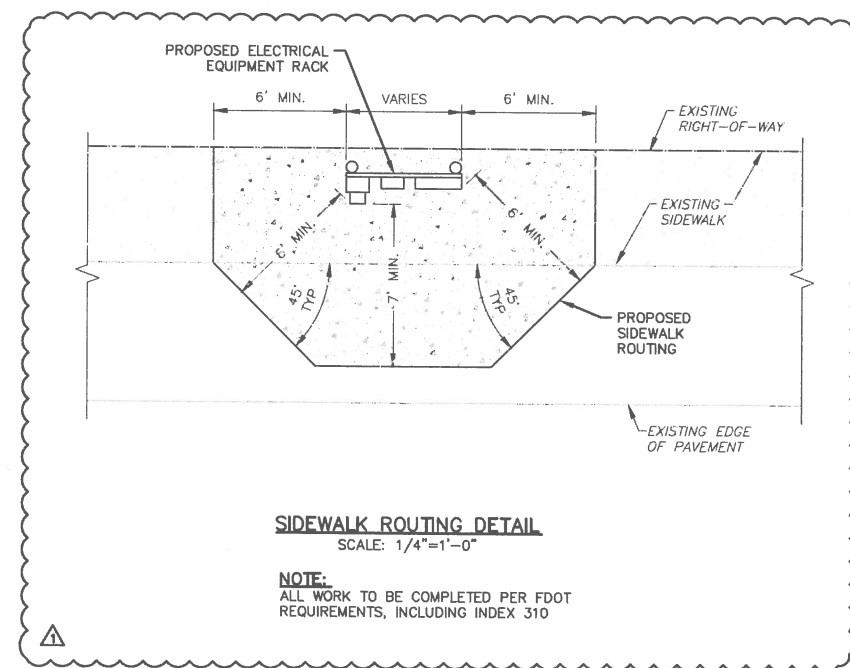
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FLORIDA REGISTRATION
#50609

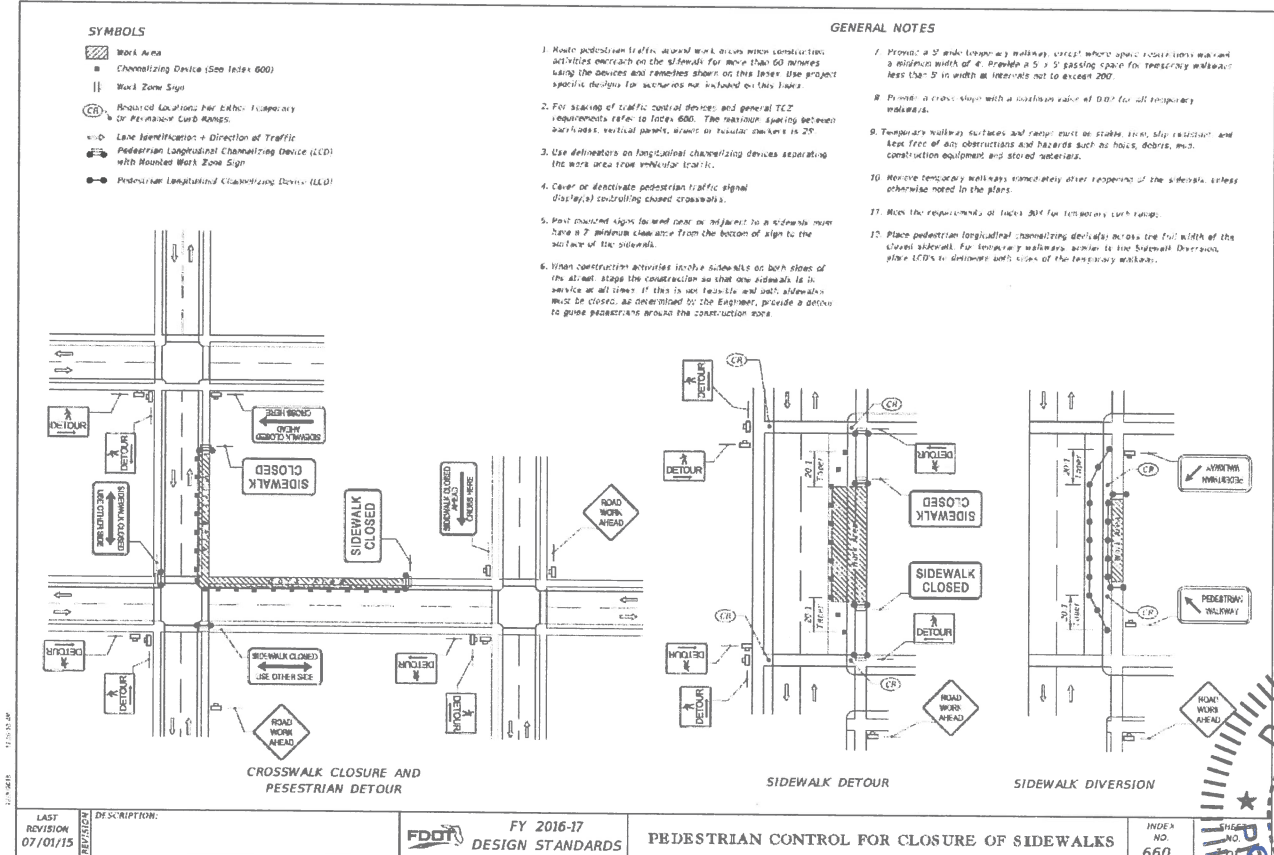
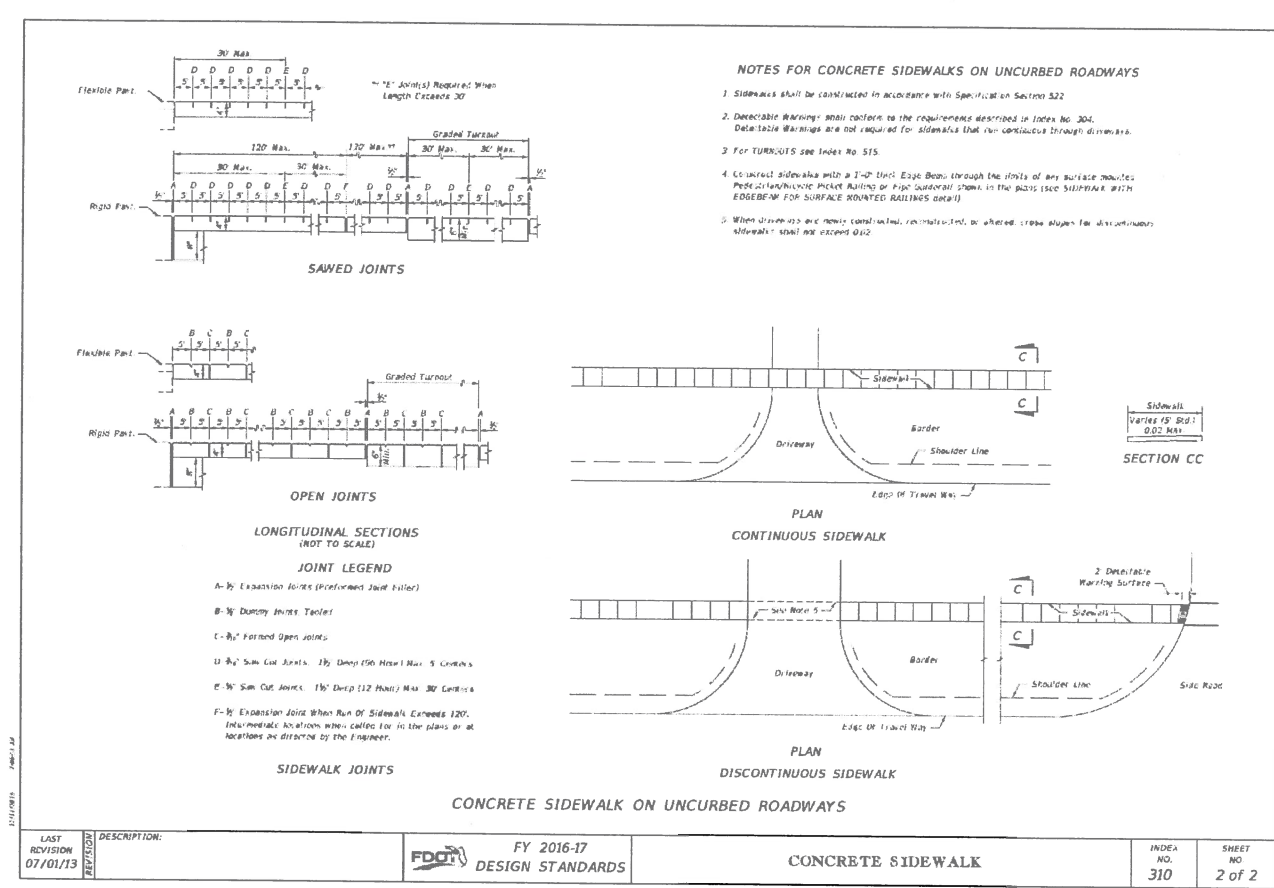
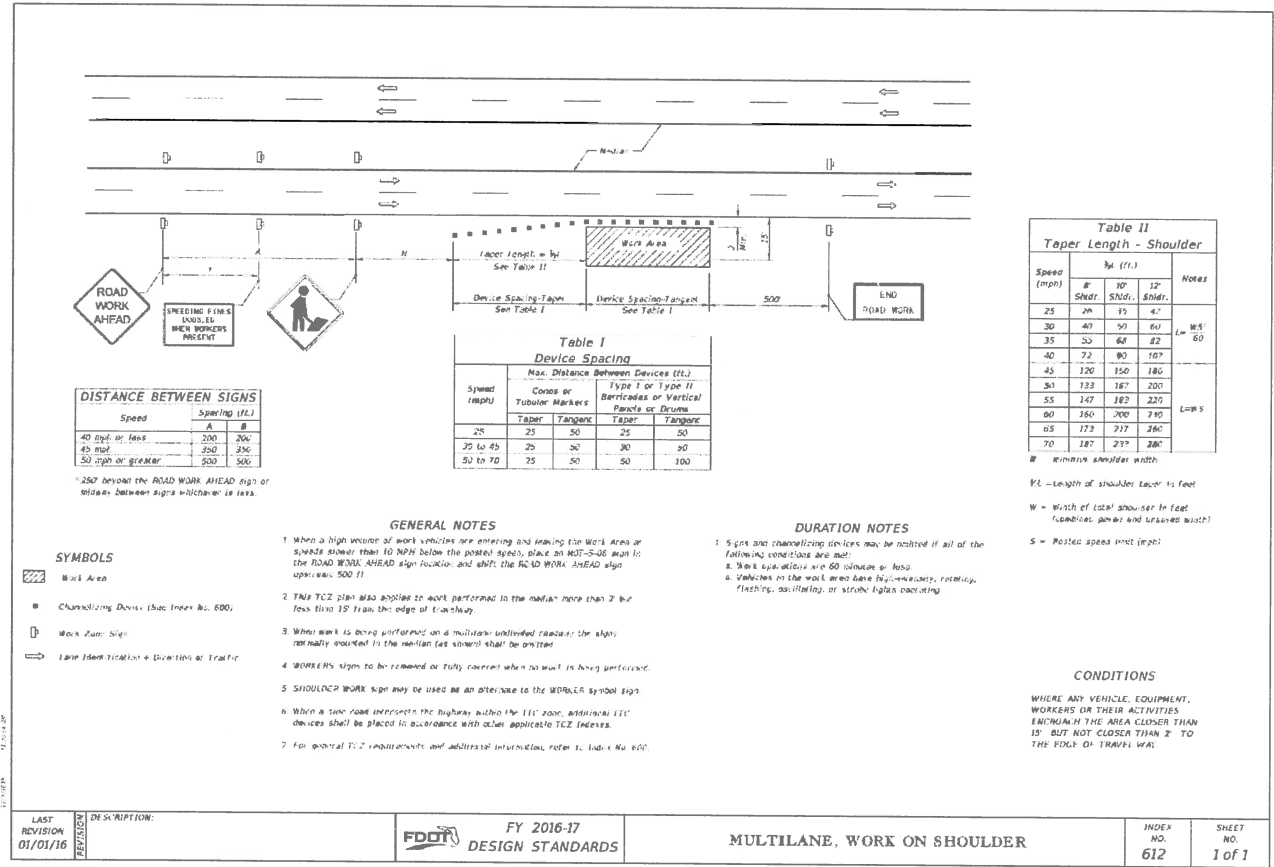
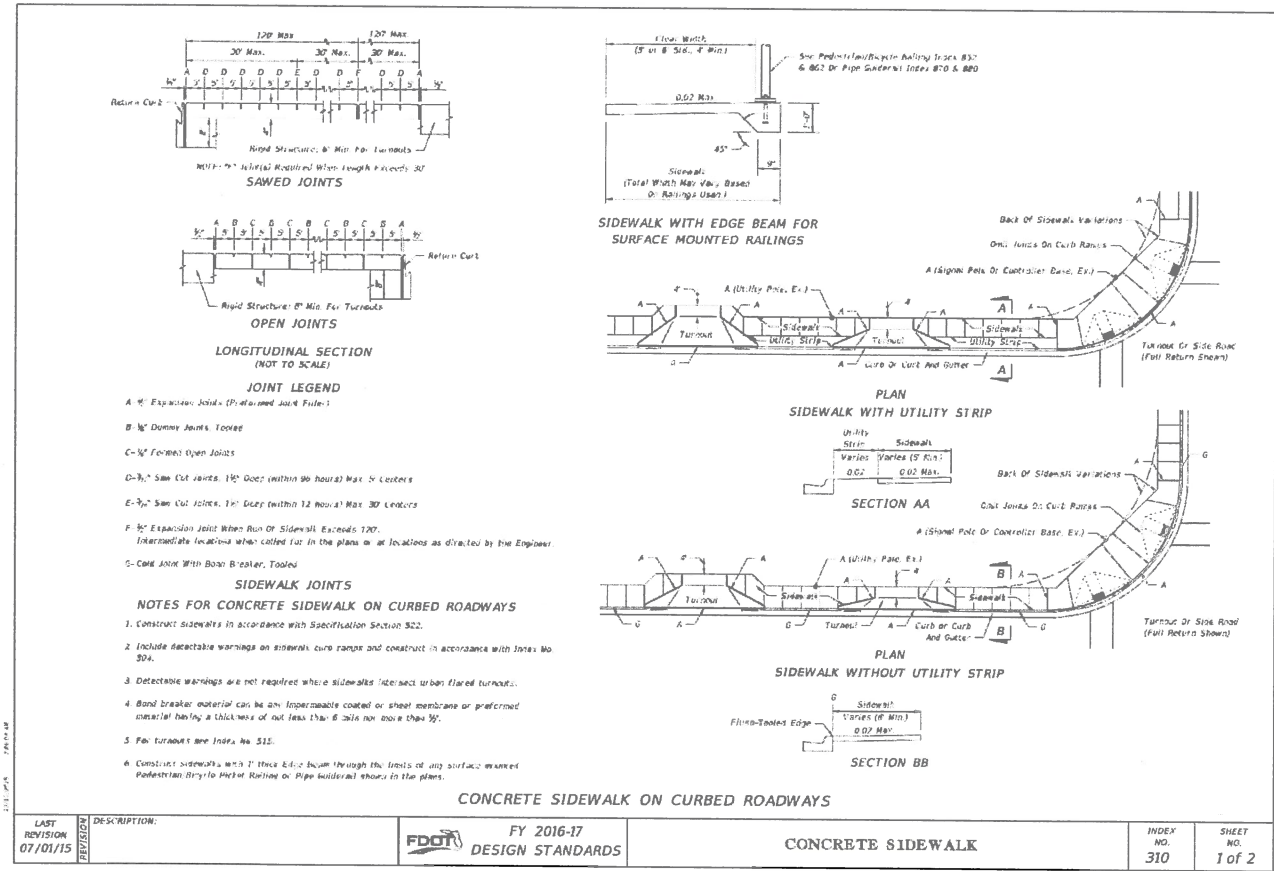
OF 38

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS	
MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

CHART FROM SECTION 555-3.3 PG. 766 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018 EDITION.





CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING

MOT DETAILS

PROJECT No. P0298.1

DRAWN BY: ADK

DAVID ALAN KING
LICENSE
No 50609
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DAVID A. KING, P.E.
FLORIDA REGISTRATION #50609

OF 38

CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING

MOT DETAILS

PROJECT No. P0298.1

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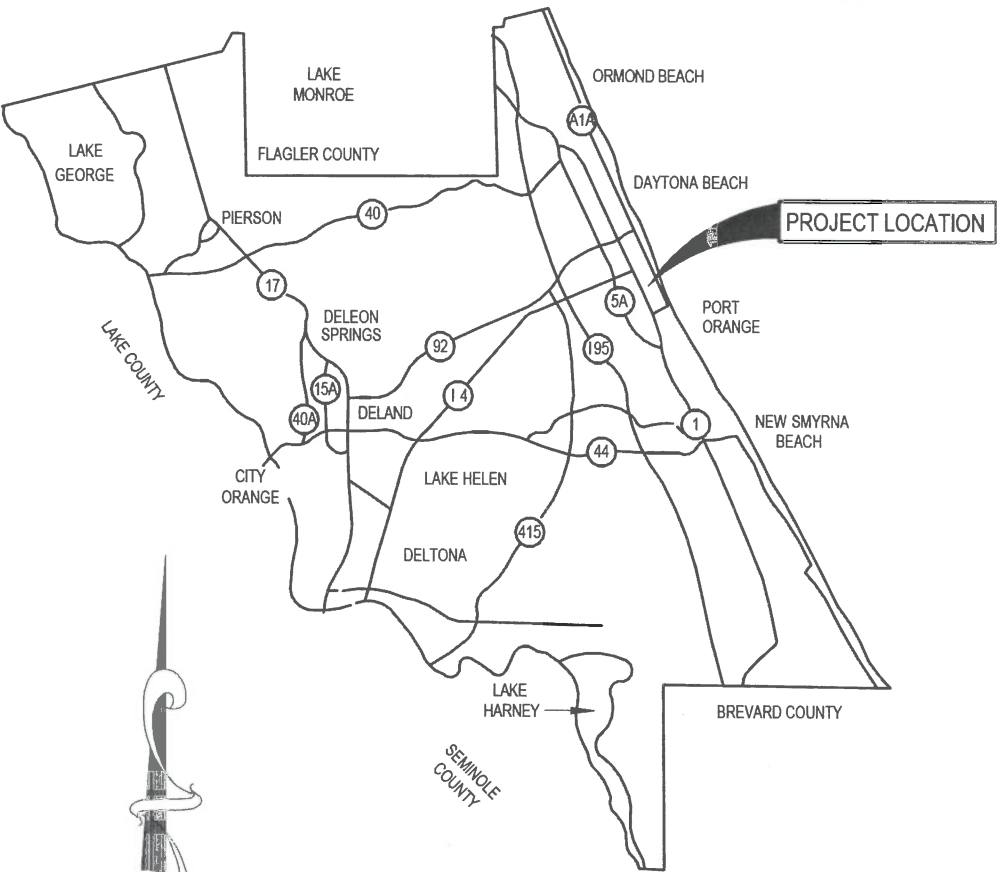
ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
S _a	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
WP	GFI RECEPTACLE. WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
	PHOTOCELL, MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN TORK 2100 SERIES.
SPD	SURGE PROTECTION DEVICE
T	TRANSFORMER
	FUSED DISCONNECT SWITCH, SIZE AS NOTED
	ELECTRIC UTILITY COMPANY METER
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	GROUND ROD 3/4" x 20'
	CONDUIT STUB
	CONDUIT CONTINUED
	UNDERGROUND CONDUIT

LIGHTING

	LED FIXTURE MOUNTED ON POLE.
	LED FIXTURE MOUNTED ON FPL CONFLICT POLE WITH 10' ARM.



COUNTY MAP

PROJECT START

PROJECT END



VICINITY MAP

(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E-001	ELECTRICAL SYMBOL LEGEND
E-002	ELECTRICAL GENERAL NOTES
E-003	ELECTRICAL GENERAL NOTES
E-004	OVERALL STREET LIGHTING PLAN
E-101	ELECTRICAL PLAN - AREA 1
E-102	ELECTRICAL PLAN - AREA 2
E-103	ELECTRICAL PLAN - AREA 3
E-104	ELECTRICAL PLAN - AREA 4
E-105	ELECTRICAL PLAN - AREA 5
E-106	ELECTRICAL PLAN - AREA 6
E-107	ELECTRICAL PLAN - AREA 7
E-108	ENLARGED ELECTRICAL PANEL PLANS
E-201	INTERSECTION 1 & 2 LIGHTING
E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
E-302	ELECTRICAL PANEL SCHEDULE
E-303	POLE DATA SCHEDULE
E-304	POLE DATA SCHEDULE
E-305	ELECTRICAL ONE-LINE DIAGRAMS
E-306	ELECTRICAL DETAILS
E-307	ELECTRICAL DETAILS
E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL



874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com
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PROJECT NO. 517004

4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE



Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlh.com (386) 761-6610

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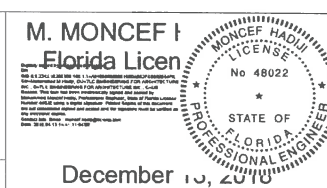
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL SYMBOL LEGEND

DRAWN BY: DRS



M. MONCEF HADJI
Florida License
No. 48022
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
E-001
OF 38

GENERAL NOTES:

1. ALL WORK AND EQUIPMENT UNDER DIVISION 26 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.
 1. STATE OF FLORIDA.
 2. LIFE SAFETY CODE - NFPA 101.
 3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
 4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 6. NATIONAL ELECTRICAL CODE - NFPA 70.
 7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
 8. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA).
 9. REQUIREMENTS OF LOCAL POWER COMPANY.
 10. 2014 FLORIDA BUILDING CODE.
 11. THE AMERICANS WITH DISABILITIES ACT (ADA)
 12. FLORIDA ACCESSIBILITY CODE.
 13. CITY LOCAL CODES.
2. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
3. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
4. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR. WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS. PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
5. PROVIDE 18" LONG (MIN). CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED. AT CABLE TRAYS, PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE.

2" = 10 CABLES
2 1/2" = 20 CABLES
3" = 30 CABLES
4" = 50 CABLES

6. ALL BRANCH CIRCUIT HOMERUNS SHALL BE ROUTED IN 3/4" C. MINIMUM.
7. RECEPTACLES SHALL BE LOCATED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED. ABOVE-COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE UNLESS NOTED OTHERWISE.
8. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED, WITH APPROPRIATE NEMA ENCLOSURE RATING.

A. WORKING CLEARANCES AND DEDICATED SPACE FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.
9. ALL DEVICES SHALL BE MOUNTED VERTICAL, UNLESS OTHERWISE NOTED.
10. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.
11. ALL BRANCH CIRCUIT CONDUITS SHALL CONTAIN A MINIMUM OF (2) #12AWG INSULATED COPPER CONDUCTORS, PLUS A MINIMUM OF (1) #12AWG GROUND WIRE UNLESS OTHERWISE NOTED. ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE INDIVIDUAL NEUTRAL CONDUCTORS.
12. LOCATIONS OF EQUIPMENT SPECIFIED BY OTHER TRADES OR PROVIDED BY OWNER ARE APPROXIMATE. COORDINATE EXACT LOCATIONS IN FIELD PRIOR TO ROUGHING IN AND ROUTING CONDUIT.
13. CONTRACTOR SHALL UPSIZE FEEDER AND BRANCH CIRCUIT WIRE SIZE AS REQUIRED TO COMPENSATE VOLTAGE DROP FROM LENGTHENING OF CIRCUITS DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL MEET FLORIDA BUILDING CODE REQUIREMENT OF: MAXIMUM BRANCH CIRCUIT VOLTAGE DROP OF 3%:
14. CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION..
15. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2014 FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE (2010) AND ALL LOCAL CODES AND ORDINANCES.
16. WIND LOADS: PER FLORIDA BUILD CODE 2014 EDITION, SECTION 1609. ULTIMATE DESIGN WIND SPEED, VULT = 140 MPH (3 SEC. GUST RISK CATEGORY II EXPOSURE = D.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.

18. REFER TO VOLTAGE DROP CHART BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS.

120 VOLT <u>CIRCUIT LENGTH</u>	MIN. CONDUCTOR <u>UP SIZE FOR VOLTAGE DROP</u>
0 - 70'	#12 AWG
71' - 115'	#10 AWG
116' - 180'	#8 AWG

181' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

240 VOLT  <u>CIRCUIT LENGTH</u>	MIN. CONDUCTOR <u>UP SIZE FOR VOLTAGE DROP</u>
0' - 140'	#12 AWG
141' - 220'	#10 AWG
221' - 350'	#8 AWG

351' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

19. CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS TO OBTAIN TEMPORARY ELECTRICAL SERVICE.

20. CONTRACTOR SHALL PROVIDE MAIN BREAKER SETTINGS AND ALL ADJUSTABLE BREAKER SETTINGS. PROVIDE AND SUBMIT COORDINATION STUDY SHOWING COORDINATION BETWEEN MAIN BREAKER(S) AND THE REST OF POWER DISTRIBUTION. PROVIDE ADJUSTABLE BREAKER OR AMPACITY LARGER THAN 100A.

21. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS, BACK BOXES, RACEWAYS, SLEEVES, SITE CONDUIT DUCT BANKS AND MANHOLES FOR THE TELECOMMUNICATIONS SYSTEM. THE STRUCTURED CABLING CONTRACTOR (SCC) SHALL PROVIDE AND INSTALL THE WIRE AND CABLE FOR THE SYSTEMS THEY ARE INSTALLING. THE SCC SUPERVISE THE CONDUIT INSTALLATION AND VERIFY EXACT BACK BOX LOCATIONS AND CONDUIT STUB-UP LOCATIONS IN THE EQUIPMENT ROOMS.

22. EQUIPMENT SHUTDOWN RELAY SHALL BE LOCATED WITHIN 3 FEET OF THE EQUIPMENT CONTROLS AND THE WIRING TO THE RELAY SHALL BE MONITORED.

23. COORDINATION DRAWINGS
THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

TLC
ENGINEERING
FOR ARCHITECTURE

874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com

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4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	QLH Quentin L. Hampton Associates Civil & Environmental Engineers www.QLHA.com (386) 761-0810 FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL GENERAL NOTES Quantity required by the Engineer shall be as shown on the drawings. DATE: 12-13-2018 DESIGNED BY: M. MONCE CHECKED BY: M. MONCE DATE: 1
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GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".
25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:
A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 1.55 SF
B. WEIGHT: 75 LB.
26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.
27. CONSTRUCTION:
A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TB1-17).
c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.
28. COATINGS/FINISH:
A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2329
C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123
29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING DESIGN VALUES			
LIGHTING LEVEL	MAX/MIN RATIO	AVG/MIN RATIO	VEILING LUMINANCE RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS	.3:1 OR LESS

31. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
G. BOLTS, NUTS AND WASHERS:
a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
c. WASHER: ASTM F436 TYPE 1
H. ANCHOR BOLTS, NUTS, AND WASHERS:
a. ANCHOR BOLTS: ASTM F1554 GRADE 55
b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1
L. REINFORCING STEEL: SPECIFICATION SECTION 4153. MATERIALS:
A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
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c. WASHER: ASTM F436 TYPE 1
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b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (319-F)
K. CONCRETE: CLASS 1, 3000 PSI
L. REINFORCING STEEL: SPECIFICATION SECTION 415

32. FABRICATION:
A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
B. UPRIGHT SPLICES: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11"X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
E. PROVIDE 'J', 'S' OR 'C' HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
H. EMBEDDED JUNCTION BOXES (EJB):
a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
b. HOT DIP GALVANIZE AFTER FABRICATION.
c. PROVIDE A WATERTIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AND ULTIMATE MOMENT CAPACITY OF 36 KIP*FT IN THE STRONG AXIS AND 30 KIP*FT IN THE WEAK AXIS.
b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP*FT IN THE STRONG AXIS AND 37 KIP*FT IN THE WEAK AXIS.
c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4"X 6" (MIN.) HANDHOLE LOCATED 1'-6" ABOVE THE BASE PLATE.
J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL.)
a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG.
b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
d. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
1. FINANCIAL PROJECT ID
2. POLE HEIGHT
3. MANUFACTURER'S NAME

33. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.



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4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
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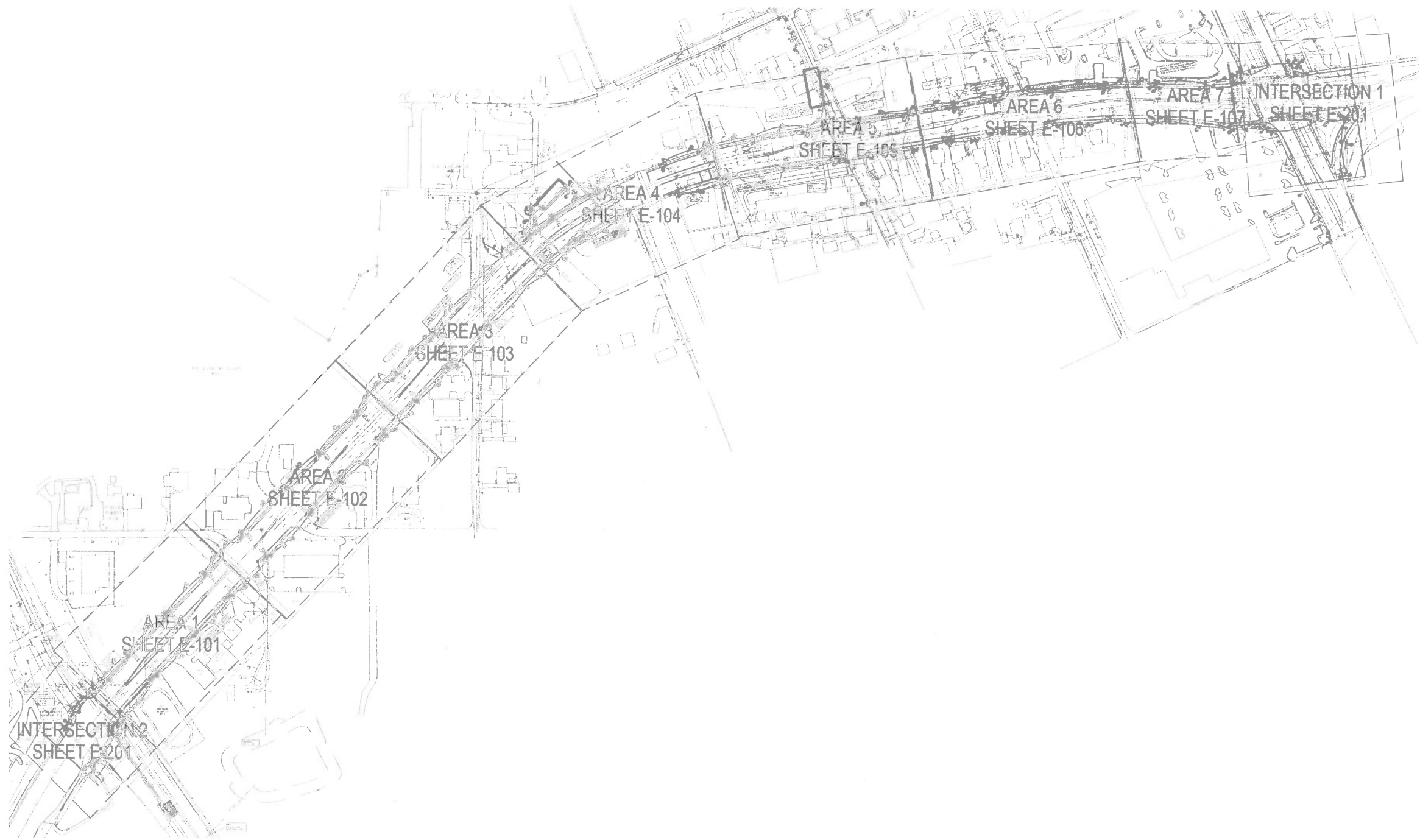
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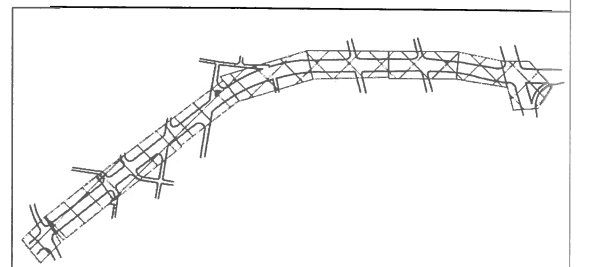
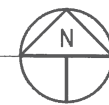
ELECTRICAL GENERAL NOTES

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No 48022
December

SHEET NO.
E-003
OF 38



1 OVERALL STREET LIGHTING PLAN
1" = 300'-0"



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1		TLC VOLTAGE REVISION	12-13-2018

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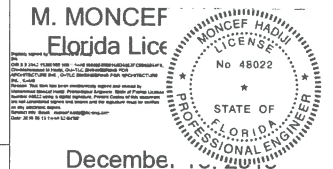
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OVERALL STREET LIGHTING
PLAN

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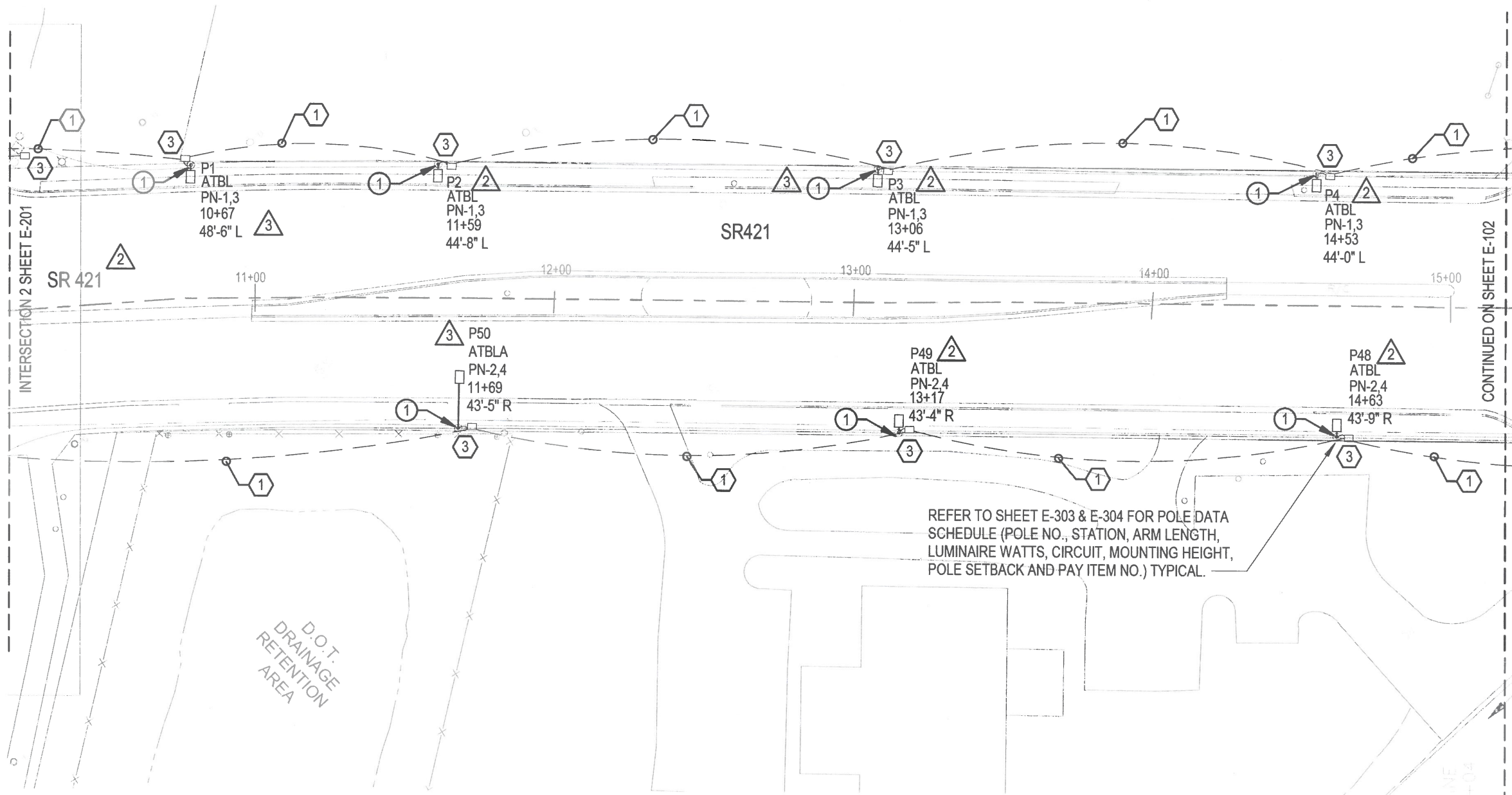
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E-004

OF 38



KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.

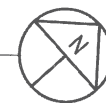
DETAIL NOTES

- 1 2 3 4 5 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.

1 ELECTRICAL PLAN - AREA 1

1" = 40'-0"



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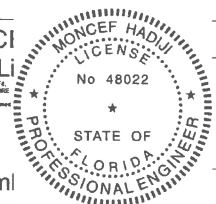
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ELECTRICAL PLAN - AREA 1

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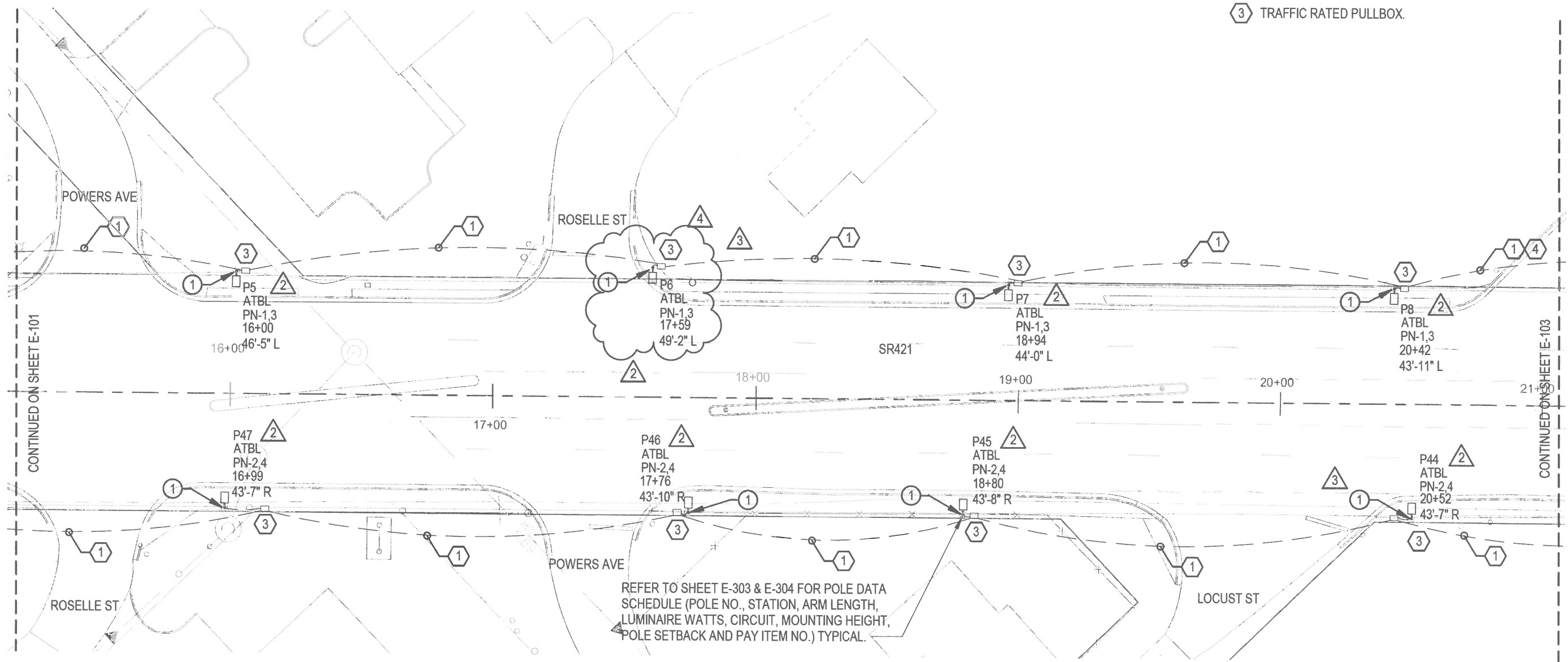
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DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

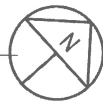
KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.



REFER TO SHEET E-303 & E-304 FOR POLE DATA
SCHEDULE (POLE NO., STATION, ARM LENGTH,
LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT,
POLE SETBACK AND PAY ITEM NO.) TYPICAL.

1 ELECTRICAL PLAN - AREA 2 1" = 40'-0"



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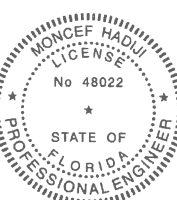
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ELECTRICAL PLAN - AREA 2

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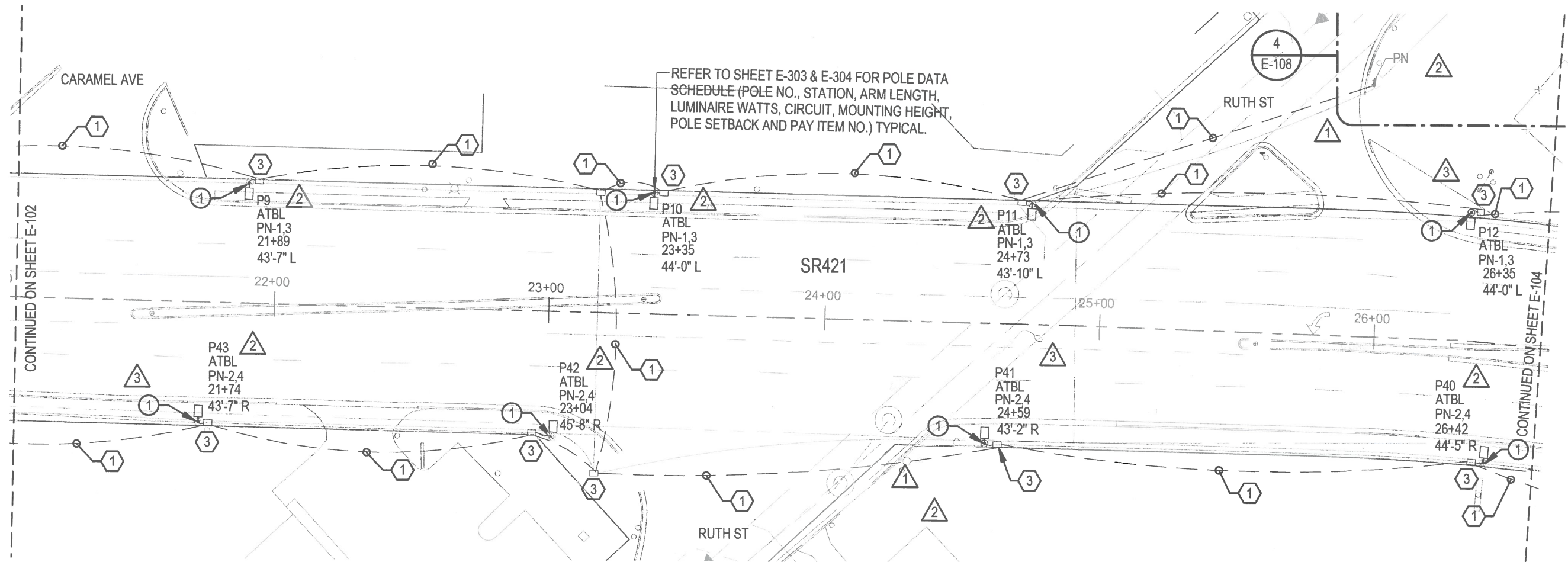
OF 38

DETAIL NOTES

- 1 2 3 4 5 6 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.



1 ELECTRICAL PLAN - AREA 3

1" = 40'-0"



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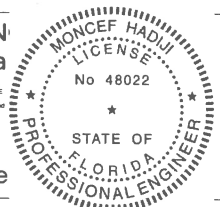
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ELECTRICAL PLAN - AREA 3

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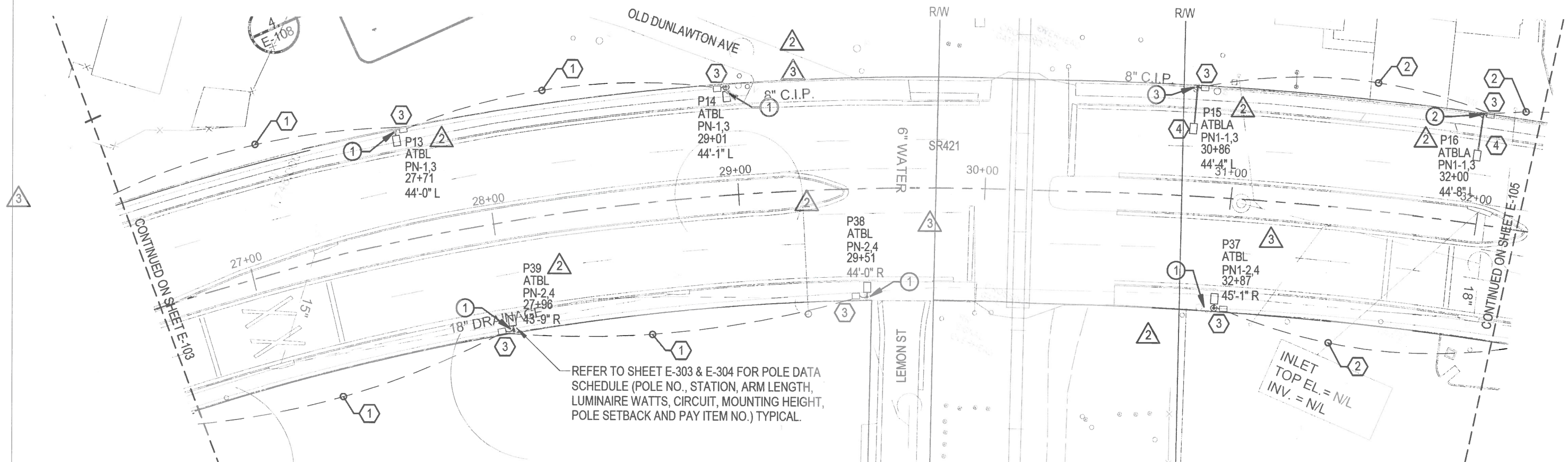
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DETAIL NOTES

- 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
- REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 4
1" = 40'-0"



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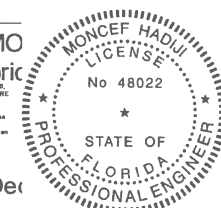
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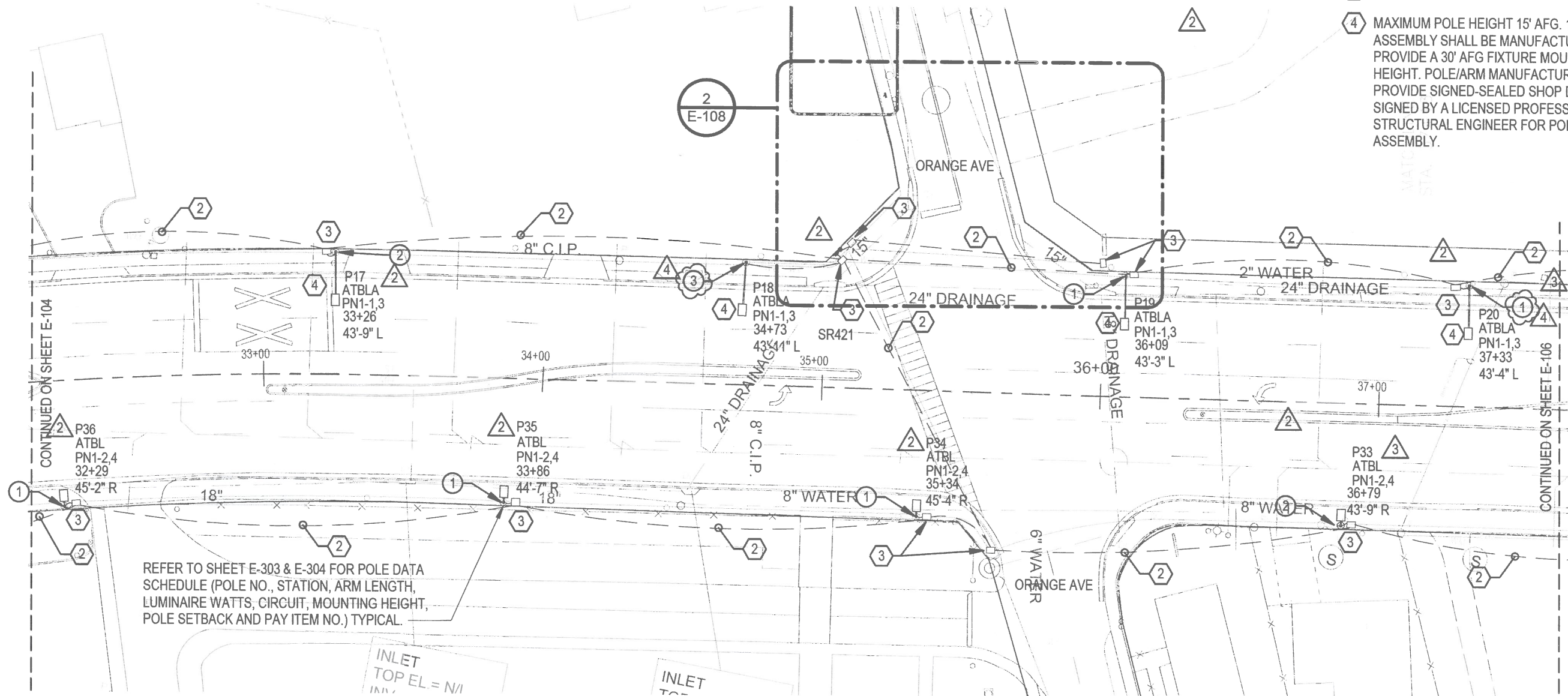
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 5
1" = 40'-0"

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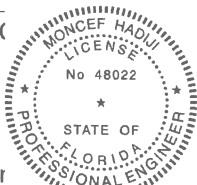
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Florida
Professional Engineer
No. 48022
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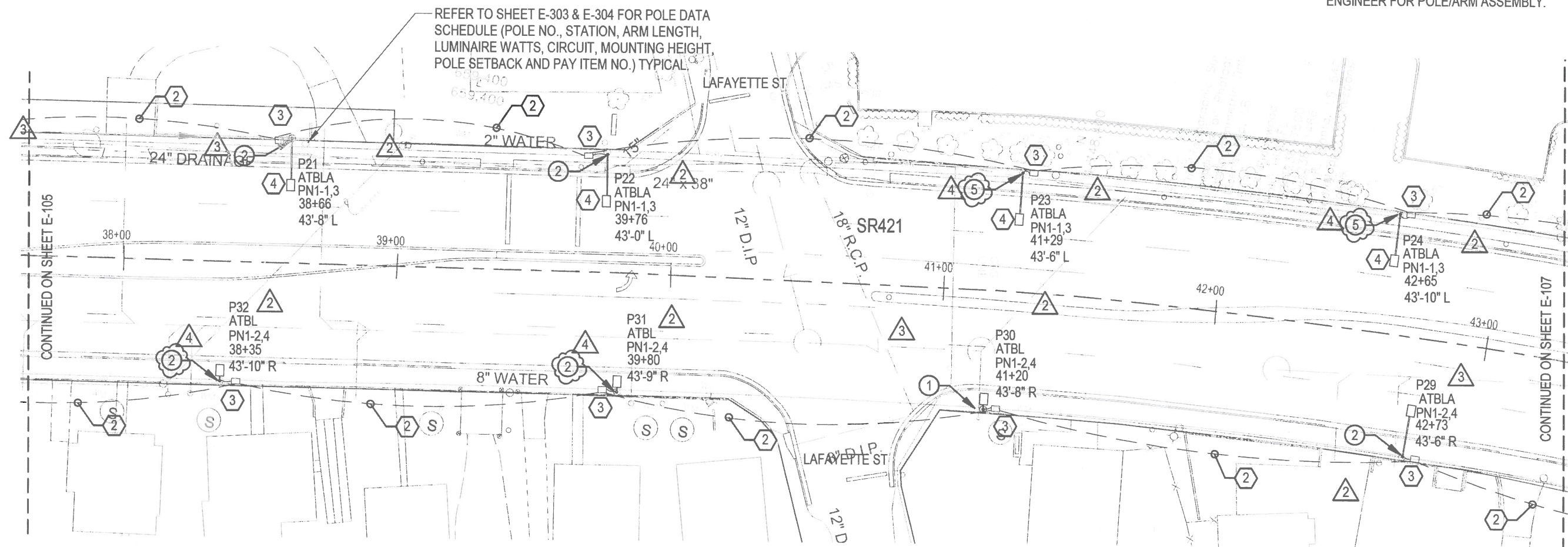
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E-105
OF 38

DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR
3 5 SPECIFIC POLE FOUNDATION DETAIL.
4

KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
3 TRAFFIC RATED PULLBOX.
4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 6

1" = 40'-0"



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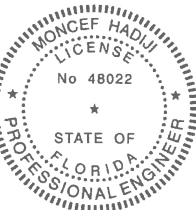
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ELECTRICAL PLAN - AREA 6

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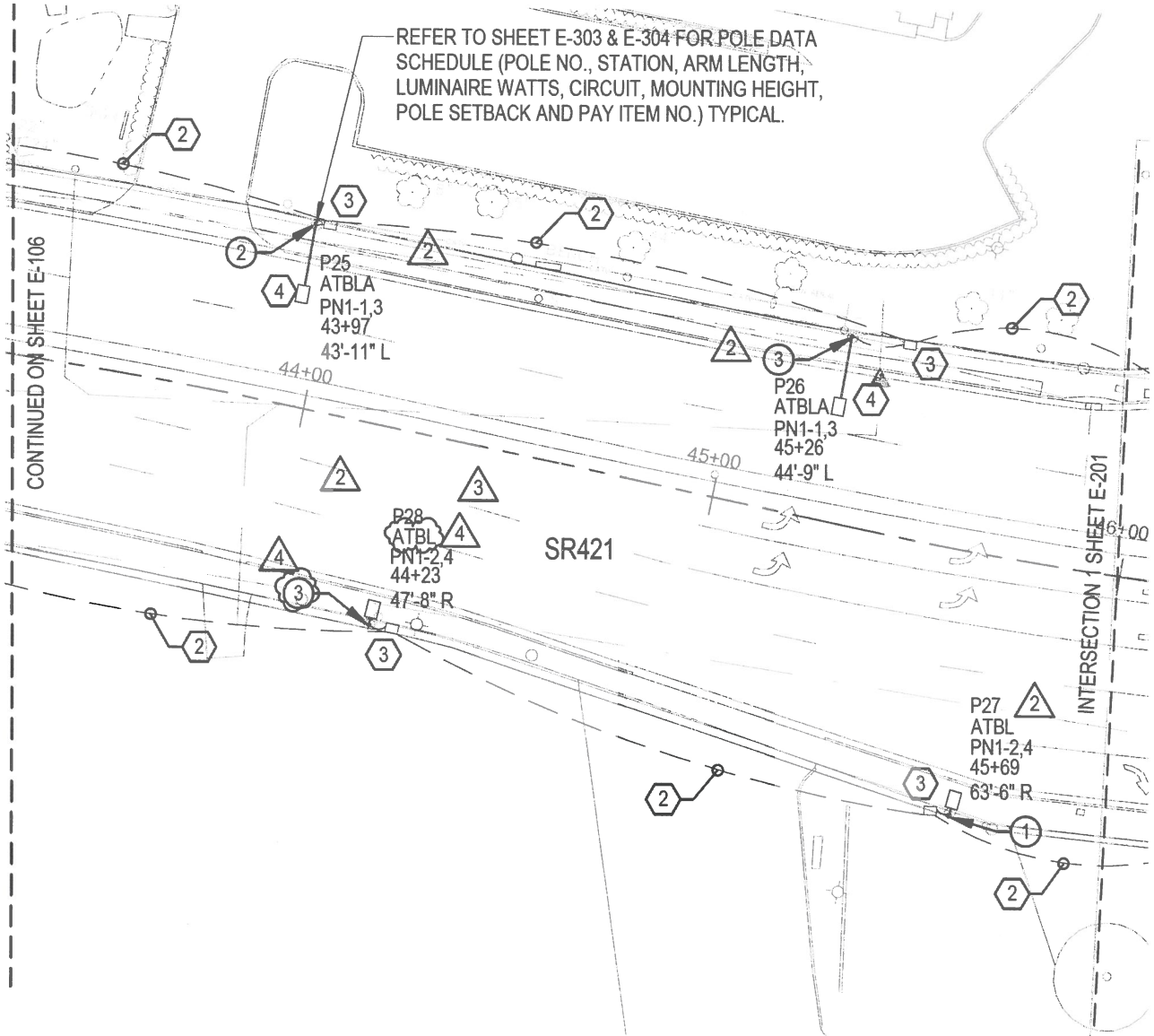
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DETAIL NOTES

- 1
2
3
4
- REFER TO E-308 THRU E-310 FOR
SPECIFIC POLE FOUNDATION DETAIL.

KEYED NOTES

- 1
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2
- (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3
- TRAFFIC RATED PULLBOX.
- 4
- MAXIMUM POLE HEIGHT 15' AFG. 10' ARM
ASSEMBLY SHALL BE MANUFACTURED TO
PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT.
POLE/ARM MANUFACTURER SHALL PROVIDE
SIGNED-SEALED SHOP DRAWINGS SIGNED BY A
LICENSED PROFESSIONAL STRUCTURAL
ENGINEER FOR POLE/ARM ASSEMBLY.

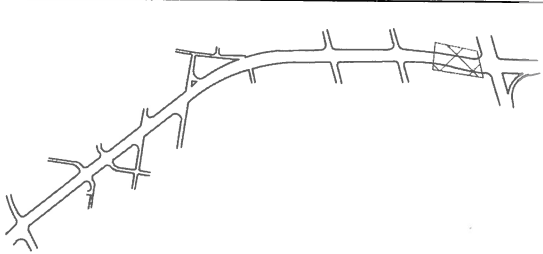


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ELECTRICAL PLAN - AREA 7

1" = 40'-0"

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ELECTRICAL PLAN - AREA 7

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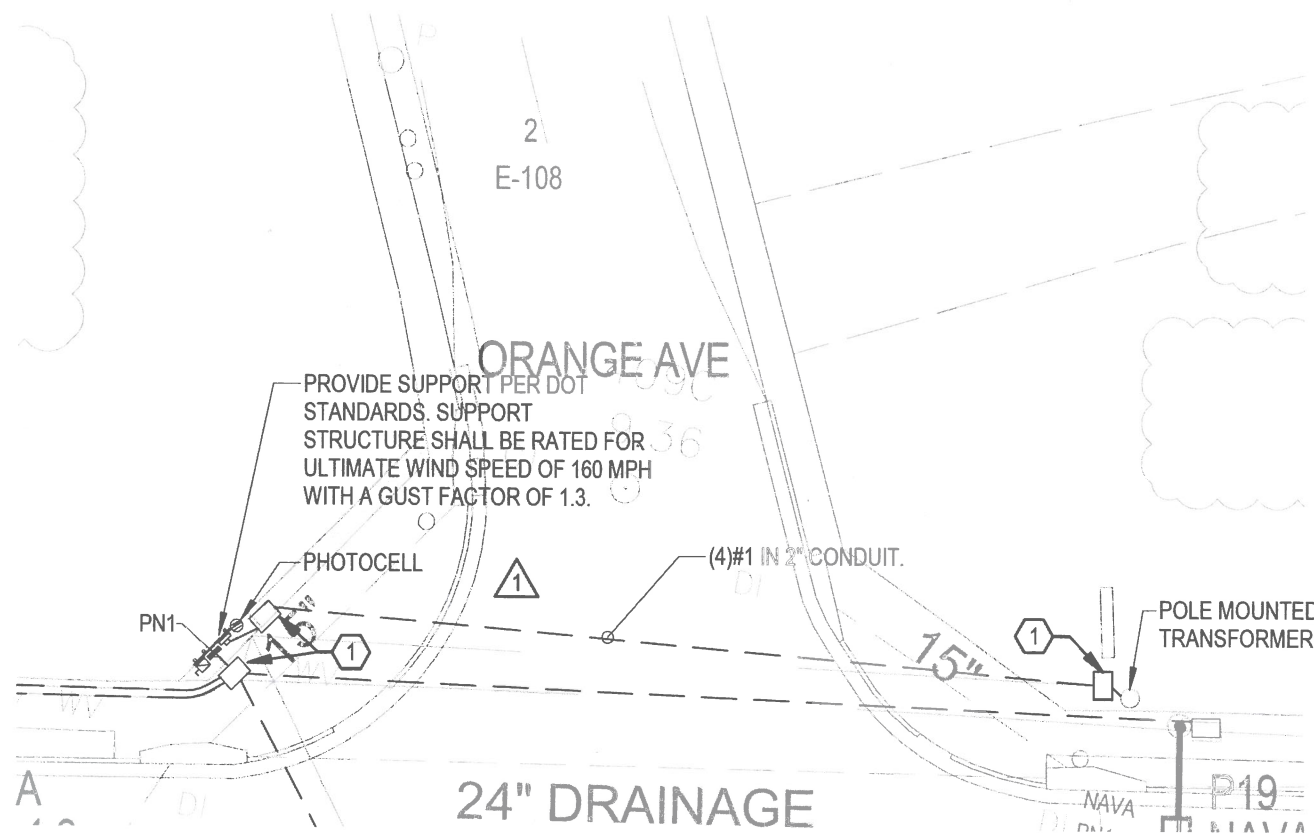
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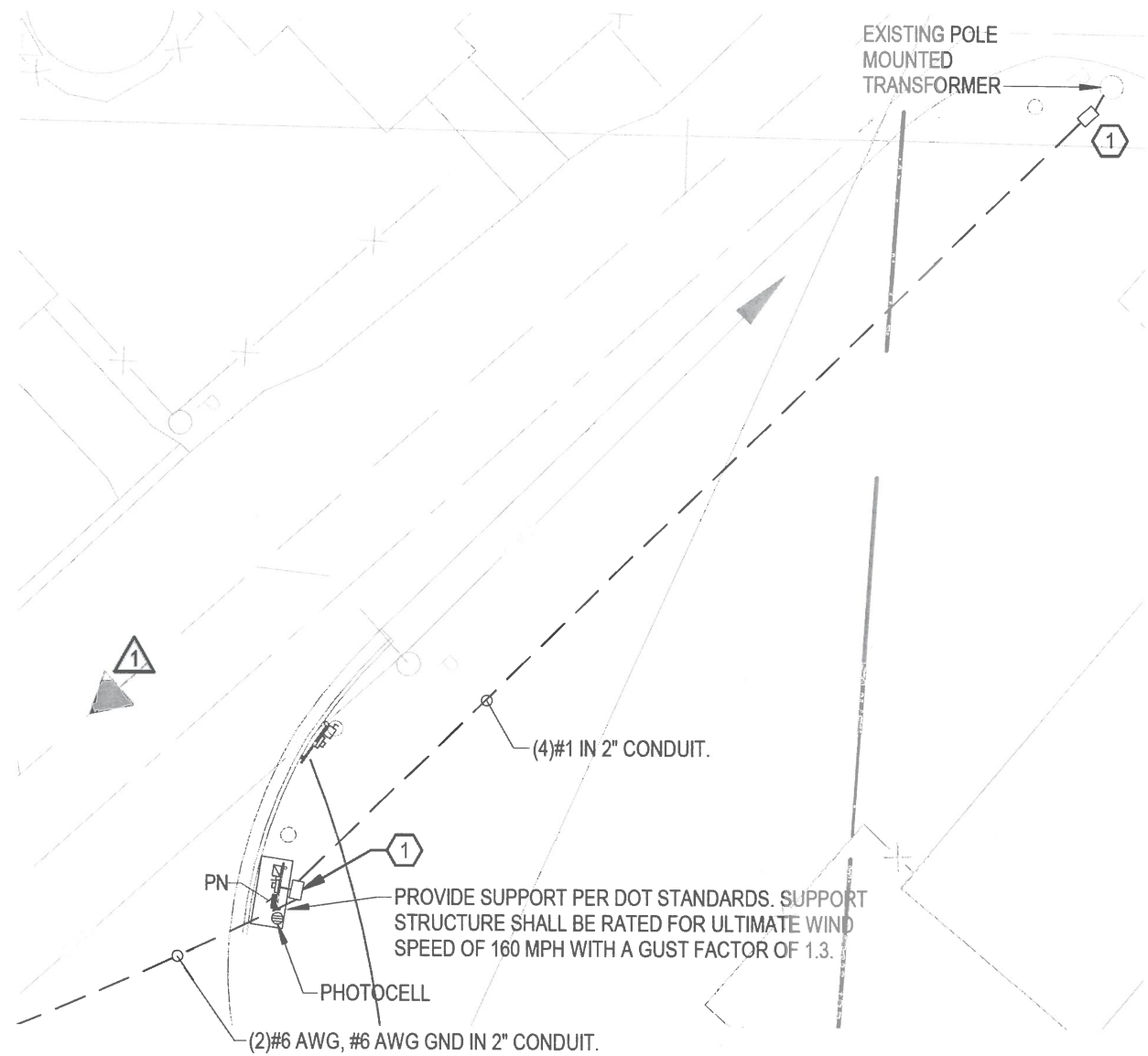
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KEYED NOTES

1 TRAFFIC RATED PULLBOX.



2 ENLARGED ELECTRICAL PANEL PN1
1" = 20'-0"



4 ENLARGED ELECTRICAL PANEL PN
1" = 20'-0"



2

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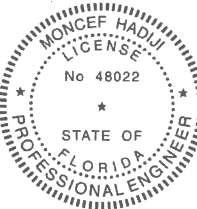
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ENLARGED ELECTRICAL PANEL
PLANS

DRAWN BY: DRS

M. MONCE
Florida L
Decem



KEYED NOTES

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 POLE REQUIRES CUSTOM FOUNDATION DUE TO UNDERGROUND UTILITY RESTRICTIONS. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH POLE LIGHTING MANUFACTURERS STRUCTURAL ENGINEER. SIGNED AND SEALED POLE FOUNDATION SHOP DRAWINGS SHALL BE SUBMITTED WITH LIGHTING FIXTURE SUBMITTAL FOR REVIEW BY THE ENGINEER OR RECORD.
- 5 PROVIDE SPARE 2" CONDUIT.

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PH: 321.636.0274
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PROJECT NO. 517004

4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3	CONFORMED TO FIELD CHANGES	04-17-2019
2	LIGHT POLE COORDINATION	01-30-2019
1	TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS
		DATE

INTERSECTION 1 - SR-421 & SR-5 INTERSECTION LIGHTING

1" = 40'-0"

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S.R. 421
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STREET LIGHTING

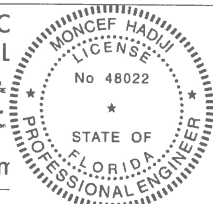
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INTERSECTION 1 & 2 LIGHTING

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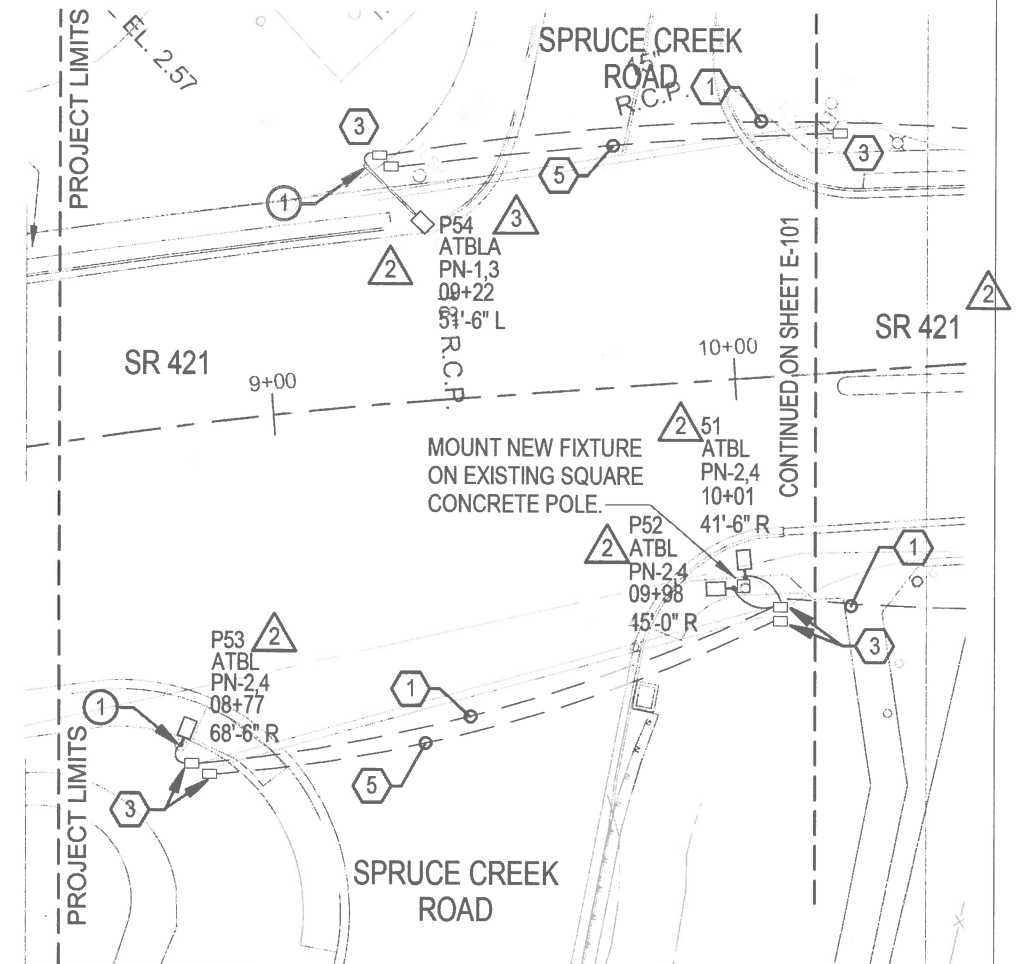
SHEET NO.

E-201

OF 38

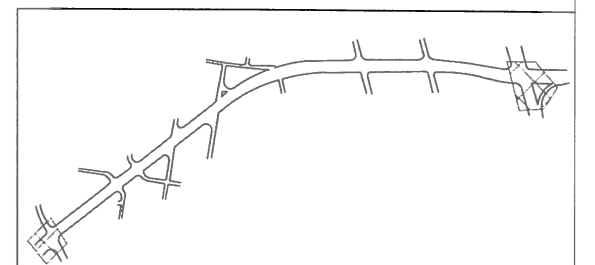
DETAIL NOTES

- 1 2 REFER TO E-308 AND E-309 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 3 4



INTERSECTION 2 - SR-421 & SPRUCE CREEK INTERSECTION LIGHTING

1" = 40'-0"



2

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS		VA	COMMENTS
					TYPE	LAMP QUANTITY		
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, FPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA	

FIXTURE SCHEDULE NOTES:

- A. POLES SHALL BE BY VALMONT INDESTRIES OR HAPCO, INC. PROVIDE SIGNED-SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
- B. SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
- C. PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

Branch Panel: PN1

1

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CKT	Circuit Description	No te	Trip	Po l e	A		B		Po l e	Trip	No te	Circuit Description	CKT
1	Street Lighting - North East SR421	-	20 A	2	3.2 kVA	3.4 kVA			2	20 A	-	Street Lighting - South East SR421	2
3							0.0 kVA	0.0 kVA					4
5	Space	-	-	-	0.0 kVA	0.1 kVA			2	20 A	-	Lighting Contactor	6
7	Space	-	-	-			0.0 kVA	0.0 kVA					8
9	Space	-	-	-	0.0 kVA	0.0 kVA			-	-	-	Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	-	Space	12

Total Load: 6.7 kVA
Total Amps: 28 A 0 A

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.6 kVA	125.00%	8.3 kVA		
				Total Conn. Load:	6.7 kVA
				Total Est. Demand:	8.35 kVA
				Total Conn. Current:	14 A
				Total Est. Demand Current:	17 A

Notes:

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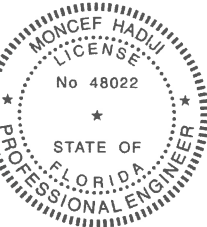
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ELECTRICAL PANEL AND
LIGHTING FIXTURE
SCHEDULES

DRAWN BY: DRS

M. MO
Florid
Dec

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Date: 2019.08.13 14:47:33-0400



SHEET NO.

E-301

OF 38

Branch Panel: PN

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

Volts: 240/480 Single
Phases: 1
Wires: 3

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CK T	Circuit Description	N o t e	T r i p	P o l e	A	B	C	P o l e	T r i p	N o t e	Circuit Description	CK T
1	Street Lighting - North West SR421		20 A	2	3.0 kVA	3.2 kVA	0.0 kVA	0.0 kVA	2	20 A	Street Lighting - South West SR421	2
3												4
5	Space	-	-	-			0.0 kVA	0.0 kVA	2	20 A	Lighting Contactor	6
7	Space	-	-	-	0.0 kVA	0.1 kVA						8
9	Space	-	-	-		0.0 kVA	0.0 kVA				Space	10
11	Space	-	-	-			0.0 kVA	0.0 kVA	-	-	Space	12
Total Load:					6.3 kVA	0.0 kVA	0.0 kVA					
Total Amps:					26 A	0 A	0 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting - Exterior	6.2 kVA	125.00%	7.8 kVA		
				Total Conn. Load:	6.3 kVA
				Total Est. Demand:	7.85 kVA
				Total Conn. Current:	13 A
				Total Est. Demand Current:	16 A

Notes:

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PROJECT No. PO298.1

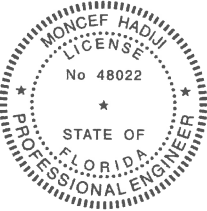
ELECTRICAL PANEL SCHEDULE

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Florida

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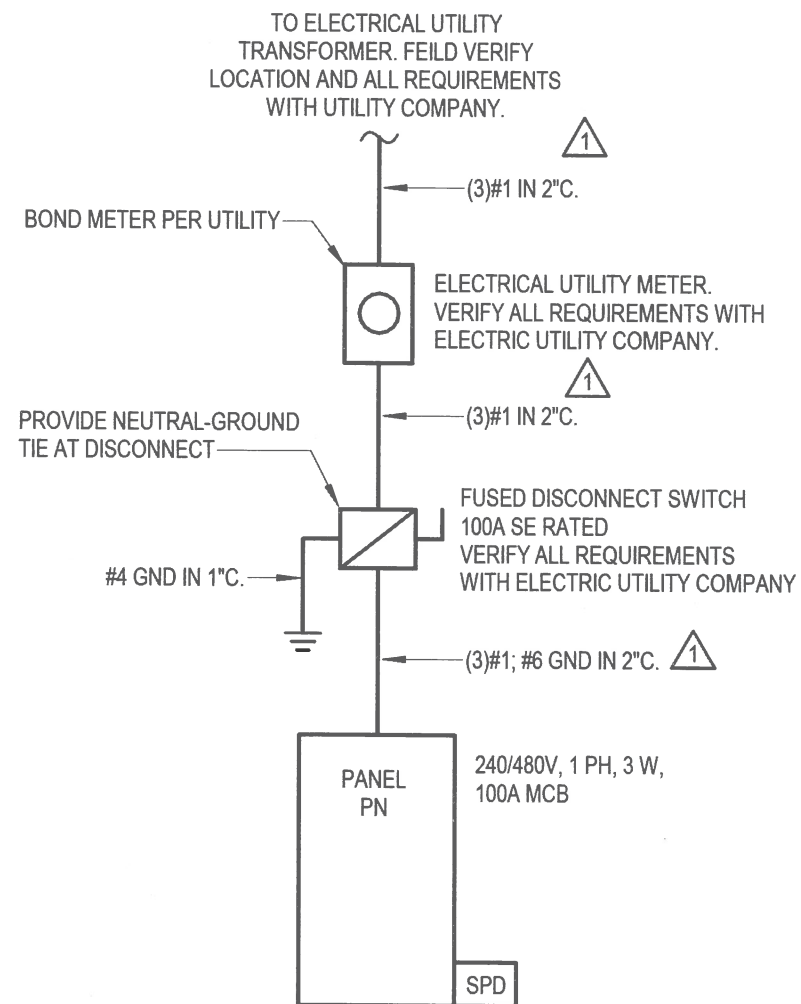


POLE DATA SCHEDULE							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P1	10 + 67	0' - 0"	171	PN - 1,3	30'	48' - 6" L	0715 4 11
P2	11 + 59	0' - 0"	171	PN - 1,3	30'	44' - 8" L	0715 4 11
P3	13 + 06	0' - 0"	171	PN - 1,3	30'	44' - 5" L	0715 4 11
P4	14 + 53	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P5	16 + 00	0' - 0"	171	PN - 1,3	30'	46' - 5" L	0715 4 11
P6	17 + 59	0' - 0"	171	PN - 1,3	30'	49' - 2" L	0715 4 11
P7	18 + 94	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P8	20 + 42	0' - 0"	171	PN - 1,3	30'	43' - 11" L	0715 4 11
P9	21 + 89	0' - 0"	171	PN - 1,3	30'	43' - 7" L	0715 4 11
P10	23 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P11	24 + 73	0' - 0"	171	PN - 1,3	30'	43' - 10" L	0715 4 11
P12	26 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P13	27 + 71	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P14	29 + 01	0' - 0"	171	PN - 1,3	30'	44' - 1" L	0715 4 11
P15	30 + 86	15'-0"	171	PN1 - 1,3	30'	44' - 4" L	0715 4 41
P16	32 + 00	15'-0"	171	PN1 - 1,3	30'	44' - 8" L	0715 4 41
P17	33 + 26	15'-0"	171	PN1 - 1,3	30'	43' - 9" L	0715 4 41
P18	34 + 73	15'-0"	171	PN1 - 1,3	30'	43' - 11" L	0715 4 41
P19	36 + 09	15'-0"	171	PN1 - 1,3	30'	43' - 3" L	0715 4 31
P20	37 + 33	15'-0"	171	PN1 - 1,3	30'	43' - 4" L	0715 4 31
P21	38 + 66	15'-0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P22	39 + 76	15'-0"	171	PN1 - 1,3	30'	43' - 0" L	0715 4 41
P23	41 + 29	15'-0"	171	PN1 - 1,3	30'	43' - 6" L	0715 4 41
P24	42 + 65	15'-0"	171	PN1 - 1,3	30'	43' - 10" L	0715 4 41

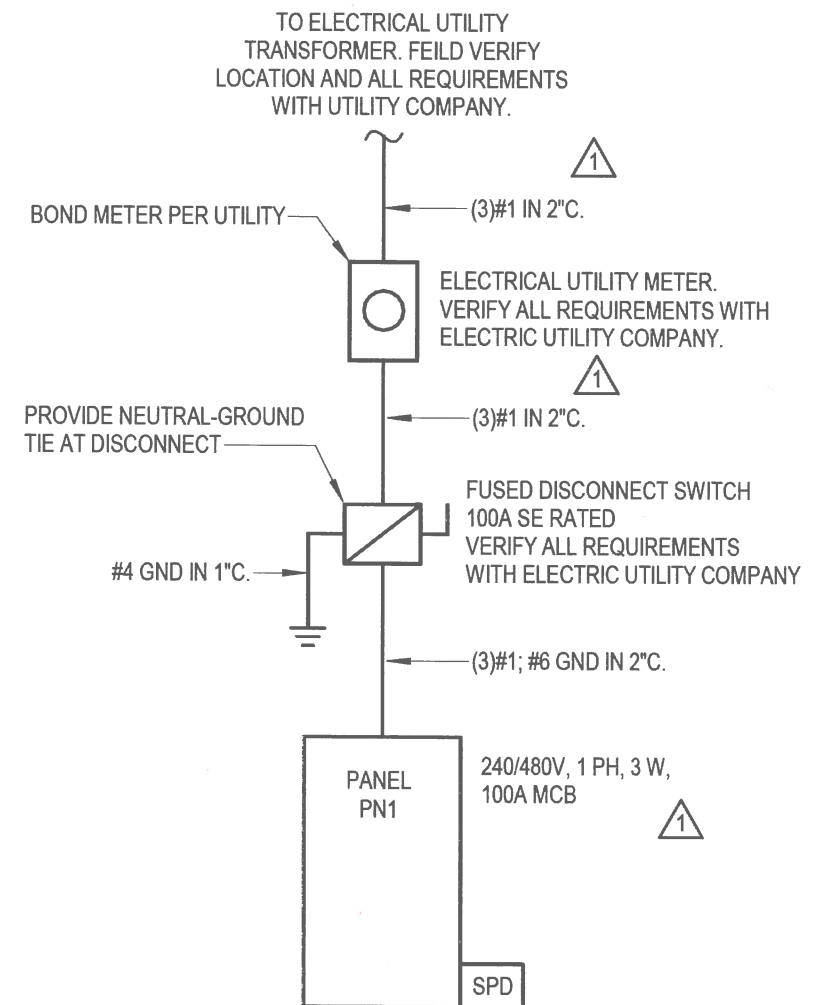
POLE DATA SCHEDULE CONT.							
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P25	43 + 97	15'-0"	171	PN1 - 1,3	30'-0"	43' - 11" L	0715 4 41
P26	45 + 26	15'-0"	171	PN1 - 1,3	30'-0"	44' - 9" L	0715 4 41
P27	45 + 69	0'-0"	171	PN1 - 5,7	30'-0"	63' - 6" R	0715 4 11
P28	44 + 23	0'-0"	171	PN1 - 5,7	30'-0"	47' - 8" R	0715 4 21
P29	42 + 73	15'-0"	171	PN1 - 5,7	30'-0"	43' - 6" R	0715 4 41
P30	41 + 20	0'-0"	171	PN1 - 5,7	30'-0"	43' - 8" R	0715 4 11
P31	39 + 80	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P32	38 + 35	0'-0"	171	PN1 - 5,7	30'-0"	43' - 10" R	0715 4 21
P33	36 + 79	0'-0"	171	PN1 - 5,7	30'-0"	43' - 9" R	0715 4 21
P34	35 + 34	0'-0"	171	PN1 - 5,7	30'-0"	45' - 4" R	0715 4 11
P35	33 + 86	0'-0"	171	PN1 - 5,7	30'-0"	44' - 7" R	0715 4 11
P36	32 + 29	0'-0"	171	PN1 - 5,7	30'-0"	45' - 2" R	0715 4 11
P37	32 + 87	0'-0"	171	PN1 - 5,7	30'-0"	45' - 1" R	0715 4 11
P38	29 + 51	0'-0"	171	PN - 5,7	30'-0"	44' - 0" R	0715 4 11
P39	27 + 96	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P40	26 + 42	0'-0"	171	PN - 5,7	30'-0"	44' - 5" R	0715 4 11
P41	24 + 59	0'-0"	171	PN - 5,7	30'-0"	43' - 2" R	0715 4 11
P42	23 + 04	0'-0"	171	PN - 5,7	30'-0"	45' - 8" R	0715 4 11
P43	21 + 74	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P44	20 + 52	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P45	18 + 80	0'-0"	171	PN - 5,7	30'-0"	43' - 8" R	0715 4 11
P46	17 + 76	0'-0"	171	PN - 5,7	30'-0"	43' - 10" R	0715 4 11
P47	16 + 99	0'-0"	171	PN - 5,7	30'-0"	43' - 7" R	0715 4 11
P48	14 + 63	0'-0"	171	PN - 5,7	30'-0"	43' - 9" R	0715 4 11
P49	13 + 17	0'-0"	171	PN - 5,7	30'-0"	43' - 4" R	0715 4 11
P50	11 + 69	15'-0"	171	PN - 5,7	30'-0"	43' - 5" R	0715 4 31
P51	10 + 01	0'-0"	171	PN - 5,7	30'-0"	41' - 6" R	0715 5 31
P52	09 + 98	0'-0"	171	PN - 5,7	30'-0"	45' - 0" R	0715 5 31


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3	CONFORMED TO FIELD CHANGES	04-17-2019						
2	LIGHT POLE COORDINATION	01-30-2019						
1	TLC VOLTAGE REVISION	12-13-2018						
NO.	BY	REVISIONS	DATE	FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626 P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247	PROJECT No. PO298.1	DRAWN BY: DRS	Decen	OF 38



1 ELECTRICAL ONE-LINE DIAGRAM PN
N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
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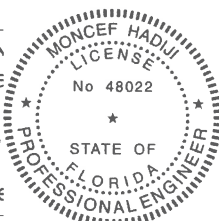
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ELECTRICAL ONE-LINE
DIAGRAMS

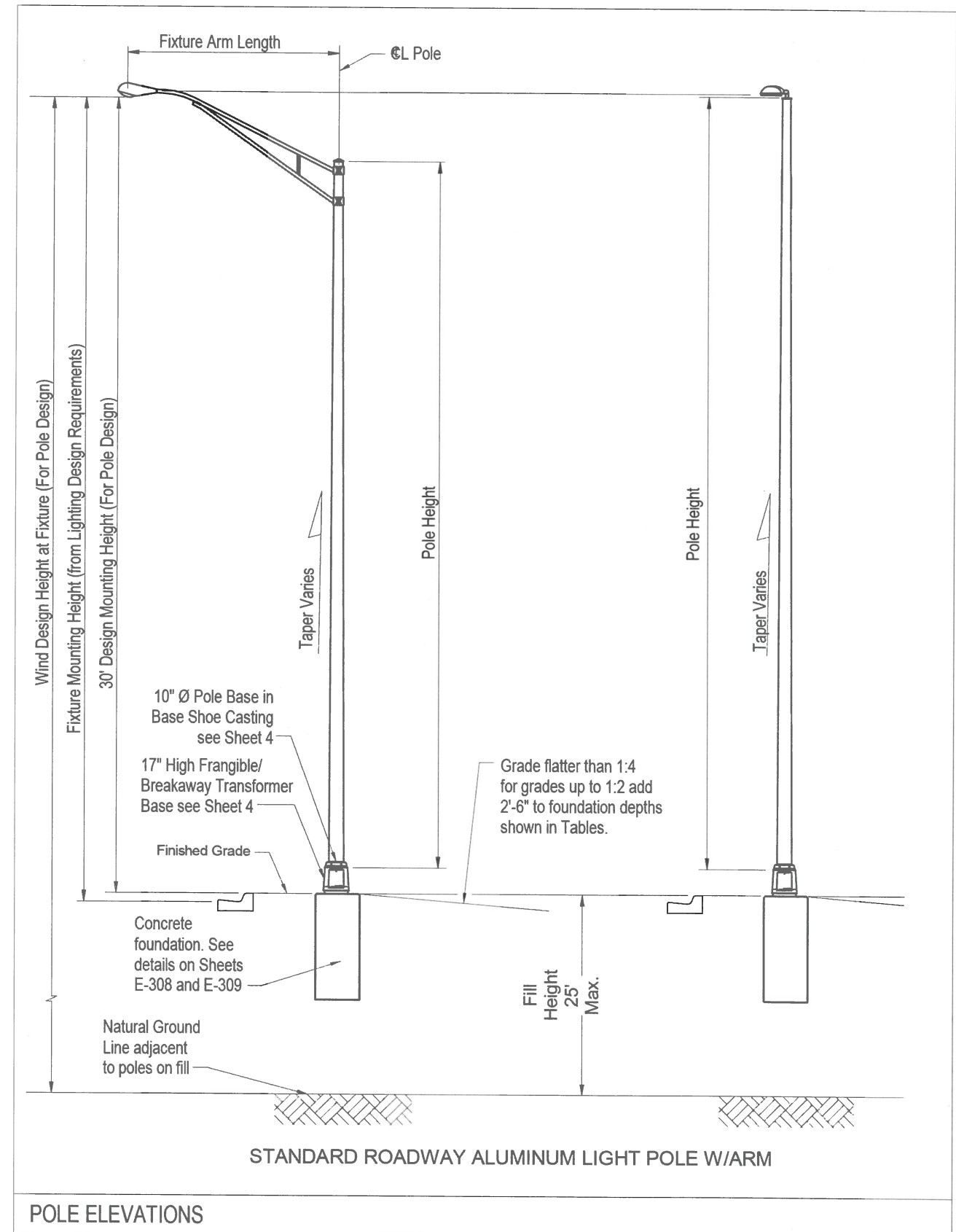
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M. MON
Florida
No 48022
Dec 2019



SHEET NO.
E-305
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Civil & Environmental Engineers
www.QLHA.com (352) 761-6810

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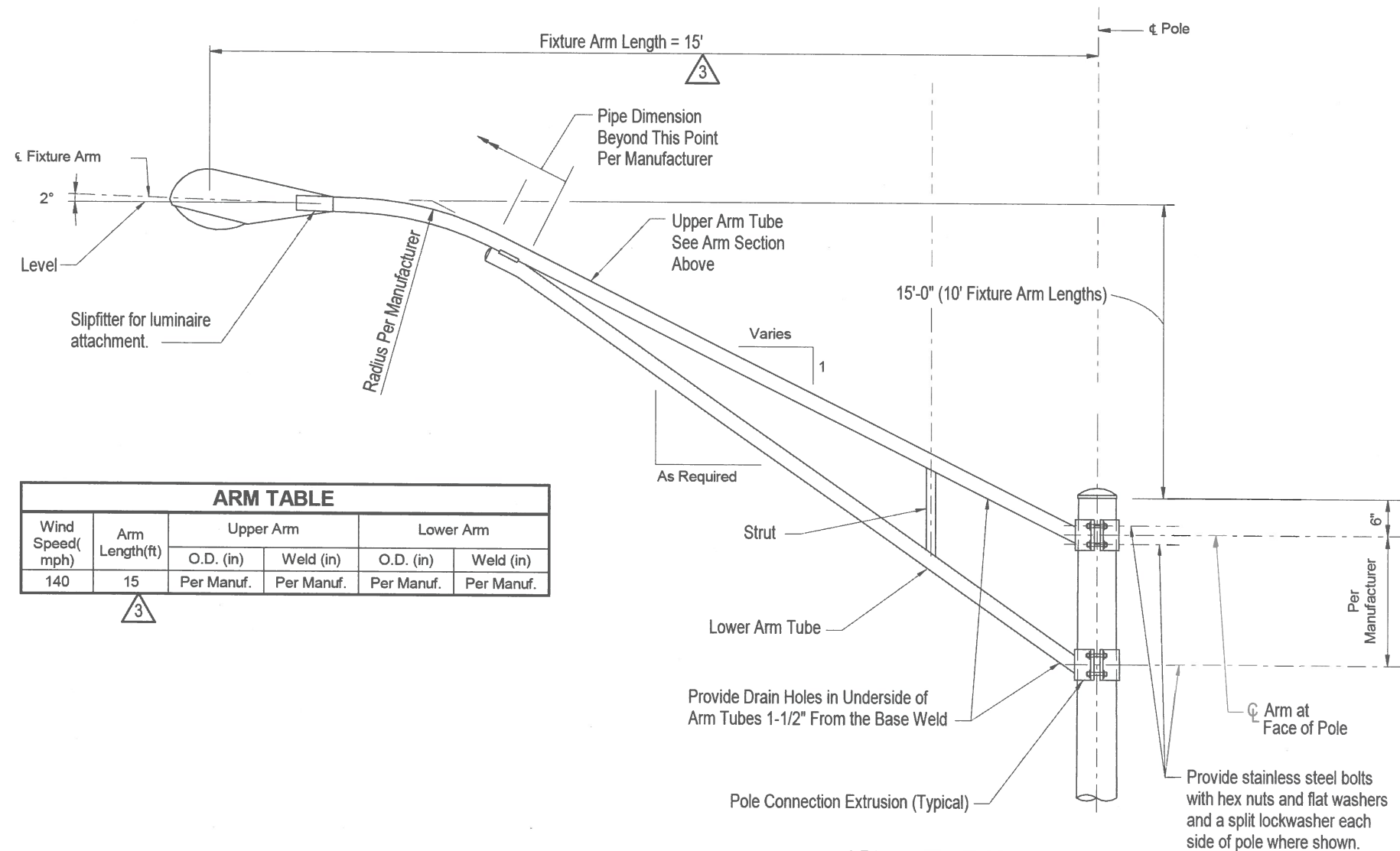
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STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS
DRAWN BY: DRS

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SHEET NO.
E-306
OF 38



ARM TABLE					
Wind Speed (mph)	Arm Length (ft)	Upper Arm		Lower Arm	
		O.D. (in)	Weld (in)	O.D. (in)	Weld (in)
140	15	Per Manuf.	Per Manuf.	Per Manuf.	Per Manuf.

ARM ELEVATION

DETAIL NOTES:

Provide Member Wall Thickness as Necessary to Meet Minimum Requirements of the Welding Code for the Connection Weld Sizes Shown in the Arm and Pole tables.

Maximum pole height 15' AFG. 15' arm assembly shall be be manufactured to provide a 30' AFG fixture mounting height. Pole/arm/fixture manufacturer shall provide signed-sealed shop drawings for pole/arm assembly.

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed-sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, struts, and all other pertinent information to show compliance with required wind load criteria. See lighting fixture schedule.

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CONFLICT POLE ARM & DAMPER DETAILS

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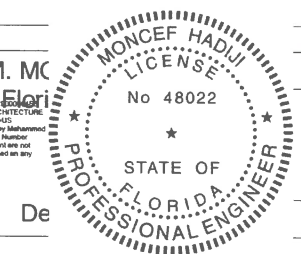
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ELECTRICAL DETAILS

DRAWN BY: DRS

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Reason: This form has been electronically signed and sealed by Mohammed M HADJI, Professional Engineer, State of Florida License Number 48022 using a digital signature. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Certificate ID: 1001; Email: mohamed.hadji@tlc-eng.com
Date: 2019.06.13 14:45:14-0500

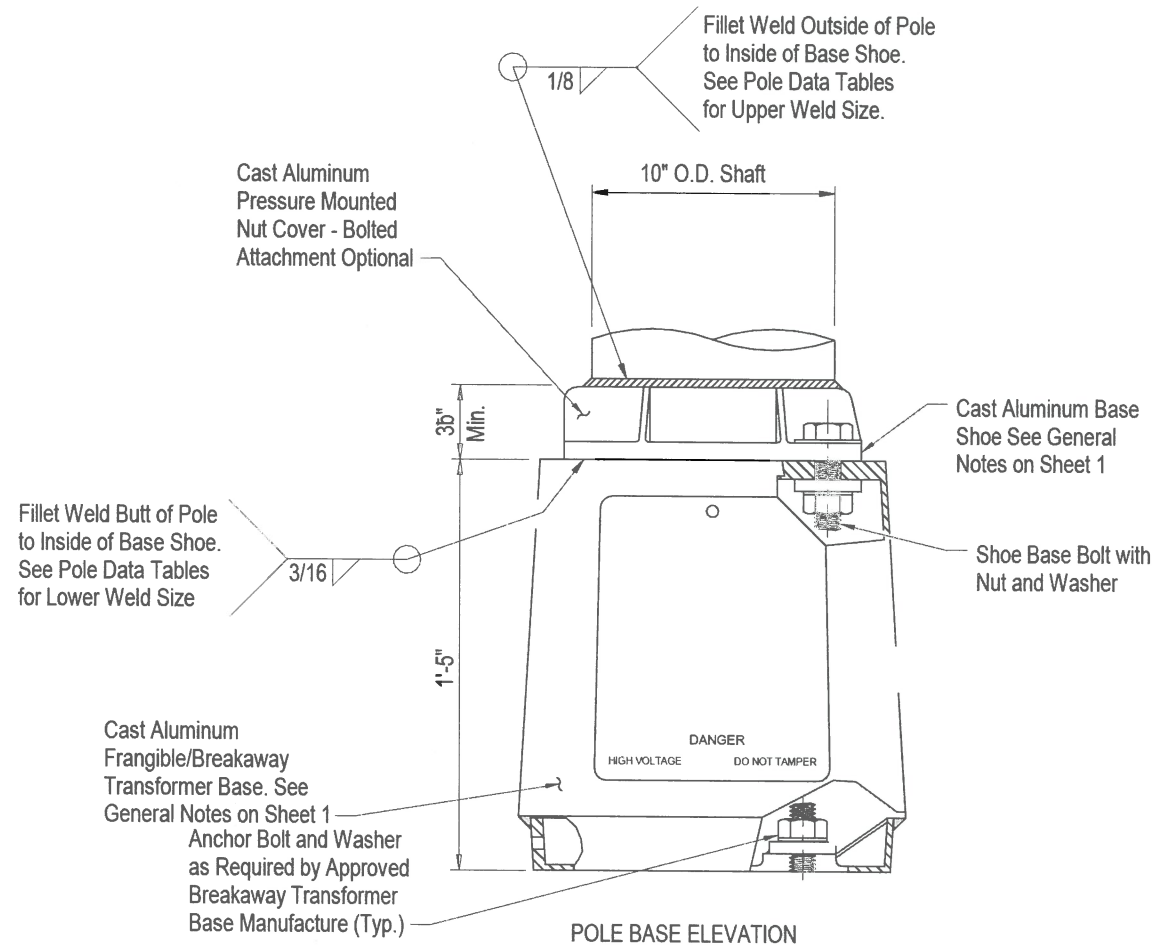
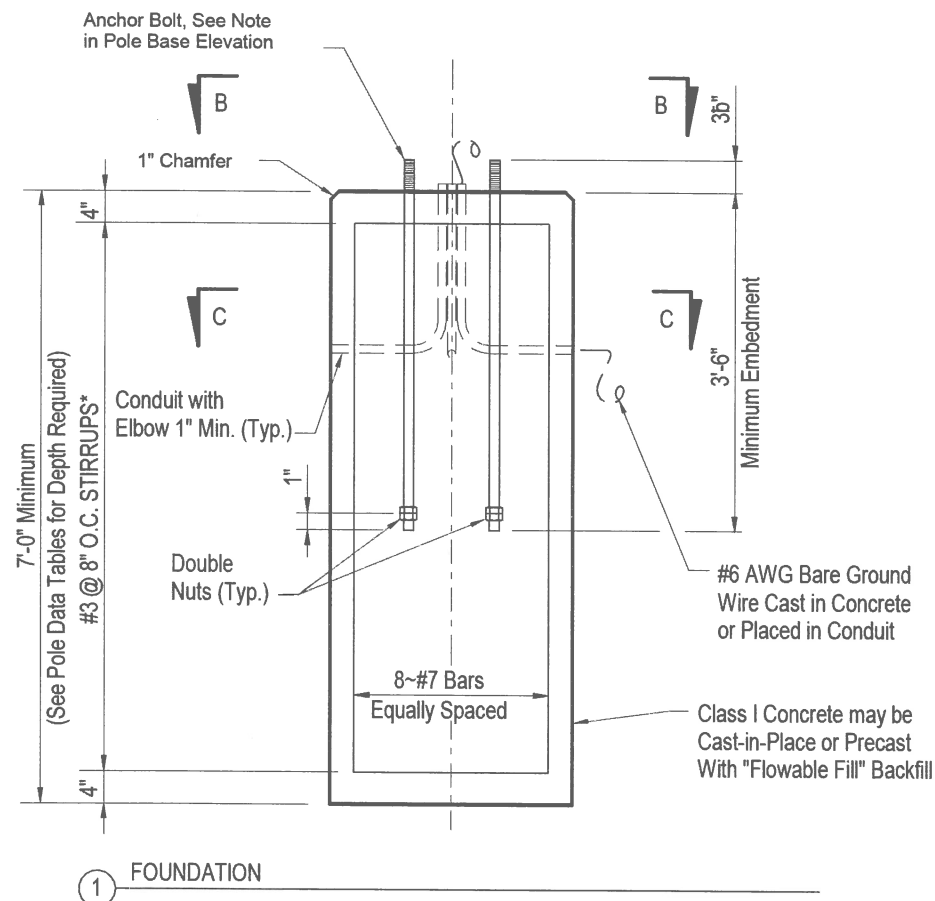
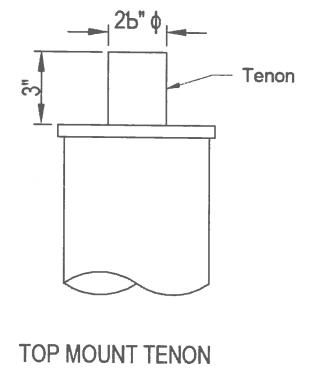
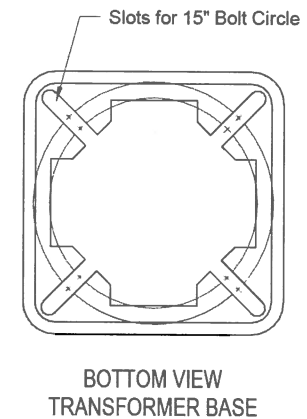
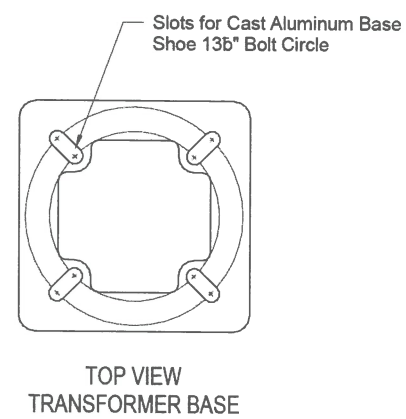
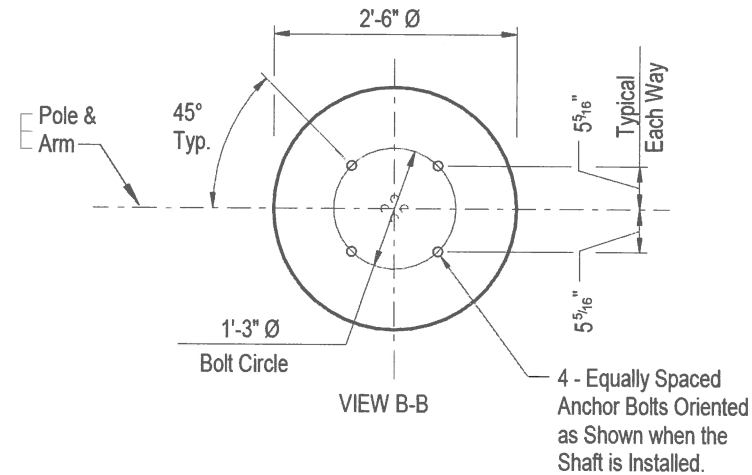
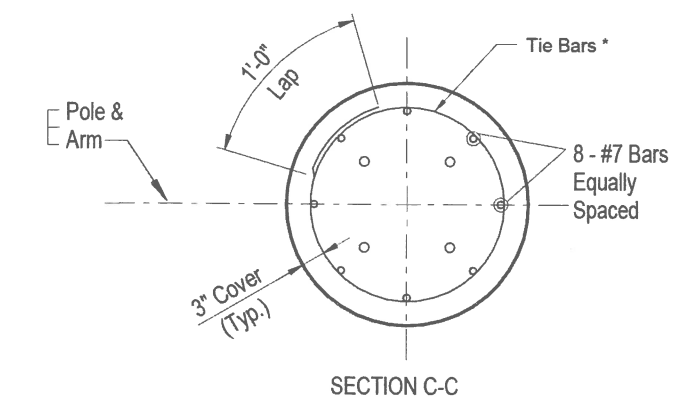
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SHEET NO.

E-307

OF 38



POLE TABLE WITH ARM					
Wind Speed (mph)	Arm Length (ft)	Design Mounting Height (ft)	Pole wall (in)	Upper Weld (in)	Lower Weld (in)
140	10	30	Per Manuf.	Per Manuf.	Per Manuf.

NOTE:
Pole wall thicknesses shown in the POLE TABLE are nominals and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

FOUNDATION TABLE W/ARM		
Wind Speed (mph)	Design Mounting Height (ft)	Total Depth (FT)**
140	30	7

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 add 2'-6" to foundation depths shown in table.

TLC
ENGINEERING
FOR ARCHITECTURE
874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com
TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

POLE AND BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.QLHA.com (408) 781-0210

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

DRAWN BY: DRS

M. MONCEF

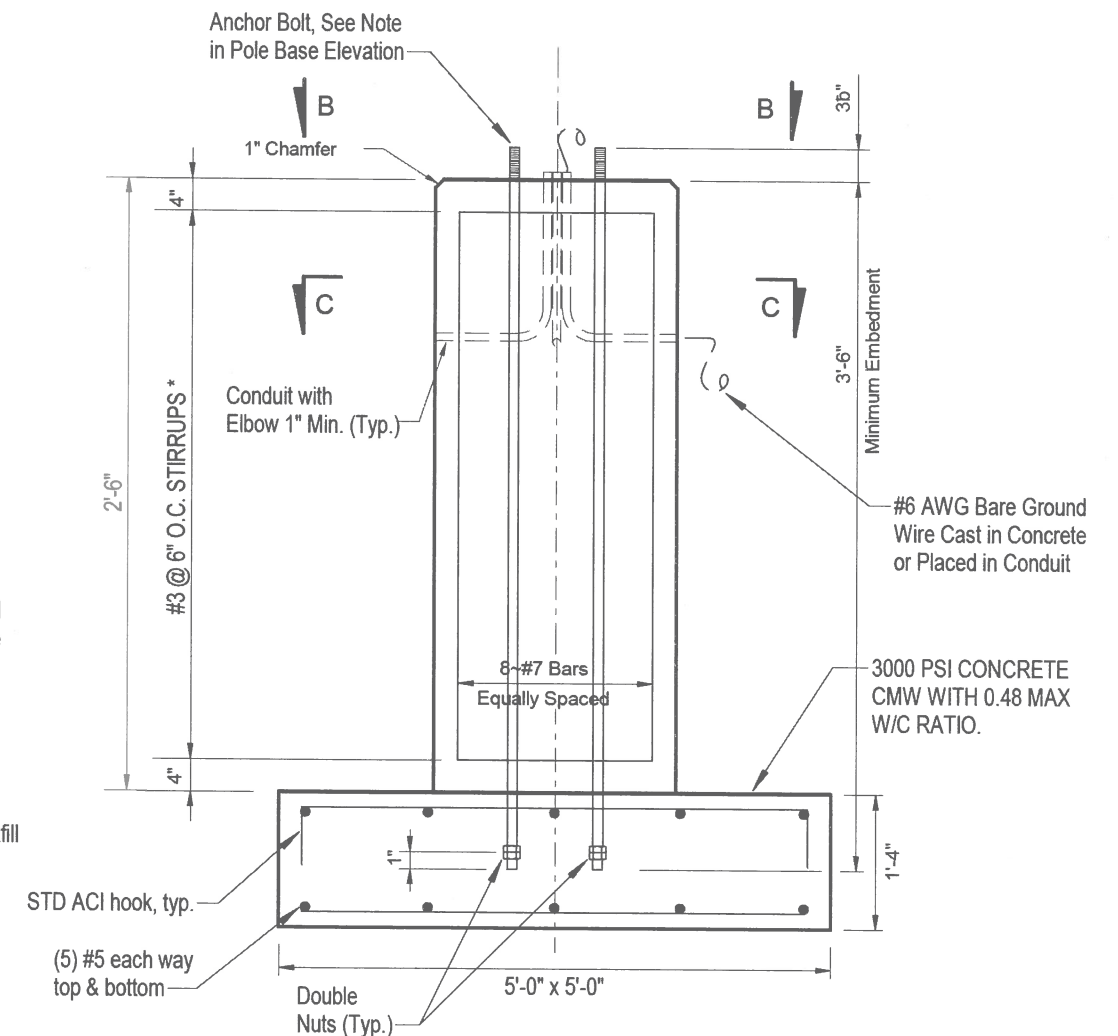
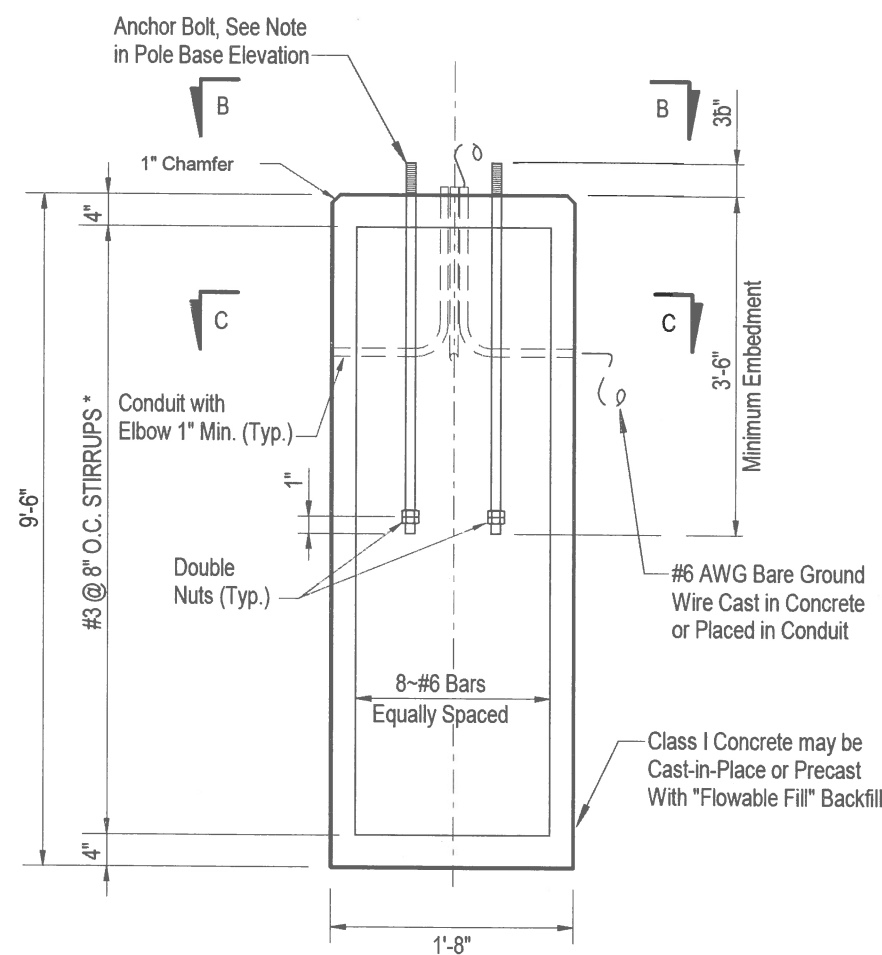
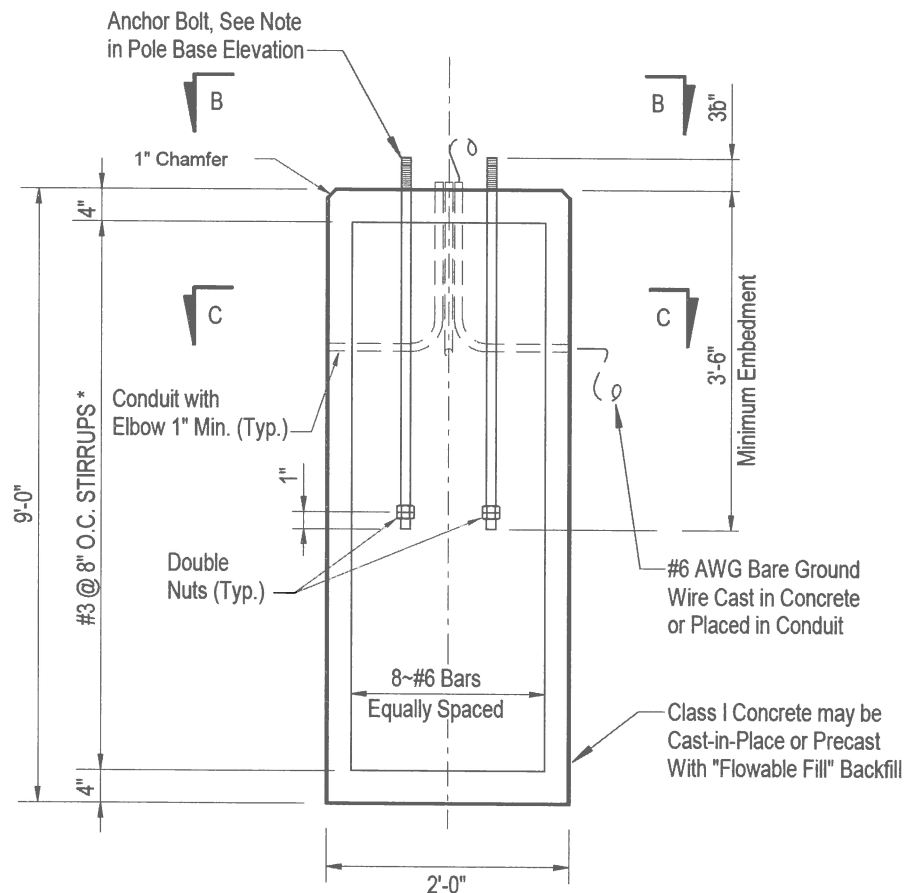
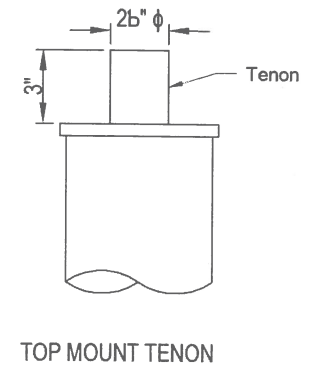
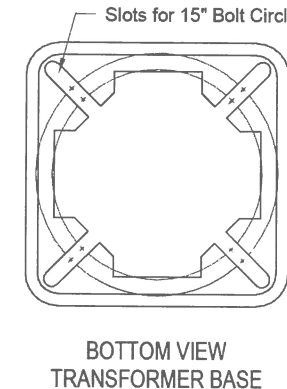
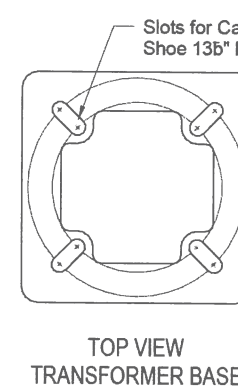
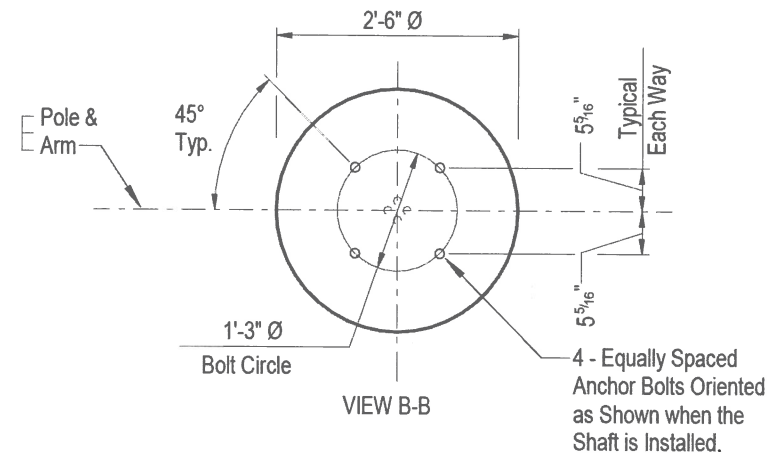
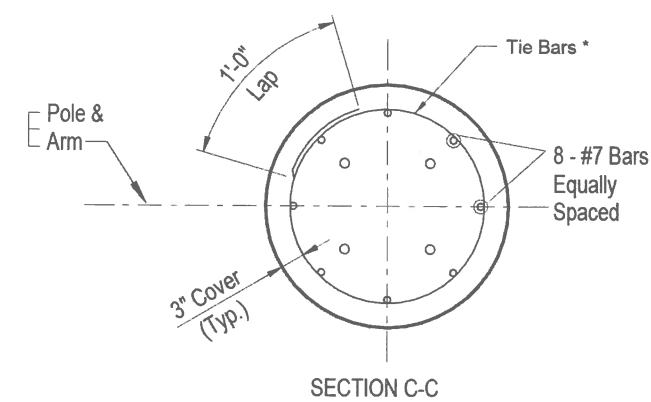
Florida License
No. 48022
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

December 13, 2018

SHEET NO.

E-308

OF 38



TLC
ENGINEERING
FOR ARCHITECTURE
874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
Fax: 321.639.8986
www.tlc-engineers.com
TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

NOTE: DEPICTED BASES ARE DESIGNED FOR ALL
POLE HEIGHTS AND ARM LENGTHS REQUIRED
FOR THIS PROJECT, INCLUDING CUSTOM
POLE/ARM ASSEMBLIES.

CUSTOM POLE BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 781-6818

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL DETAILS

DRAWN BY: DRS

M. MONCE
Florida Lic

No 48022

STATE OF

FLORIDA

PROFESSIONAL ENGINEER

Decemb

SHEET NO.

E-309

OF 38

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



874 Dixon Blvd.
Cocoa, Florida 32922
PH: 321.636.0274
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www.tlc-engineers.com

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PROJECT NO. 517004

4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018
NO.	BY	REVISIONS	DATE



Quentin L. Hampton Associates
Civil & Environmental Engineers
www.qlha.com (386) 761-6810

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

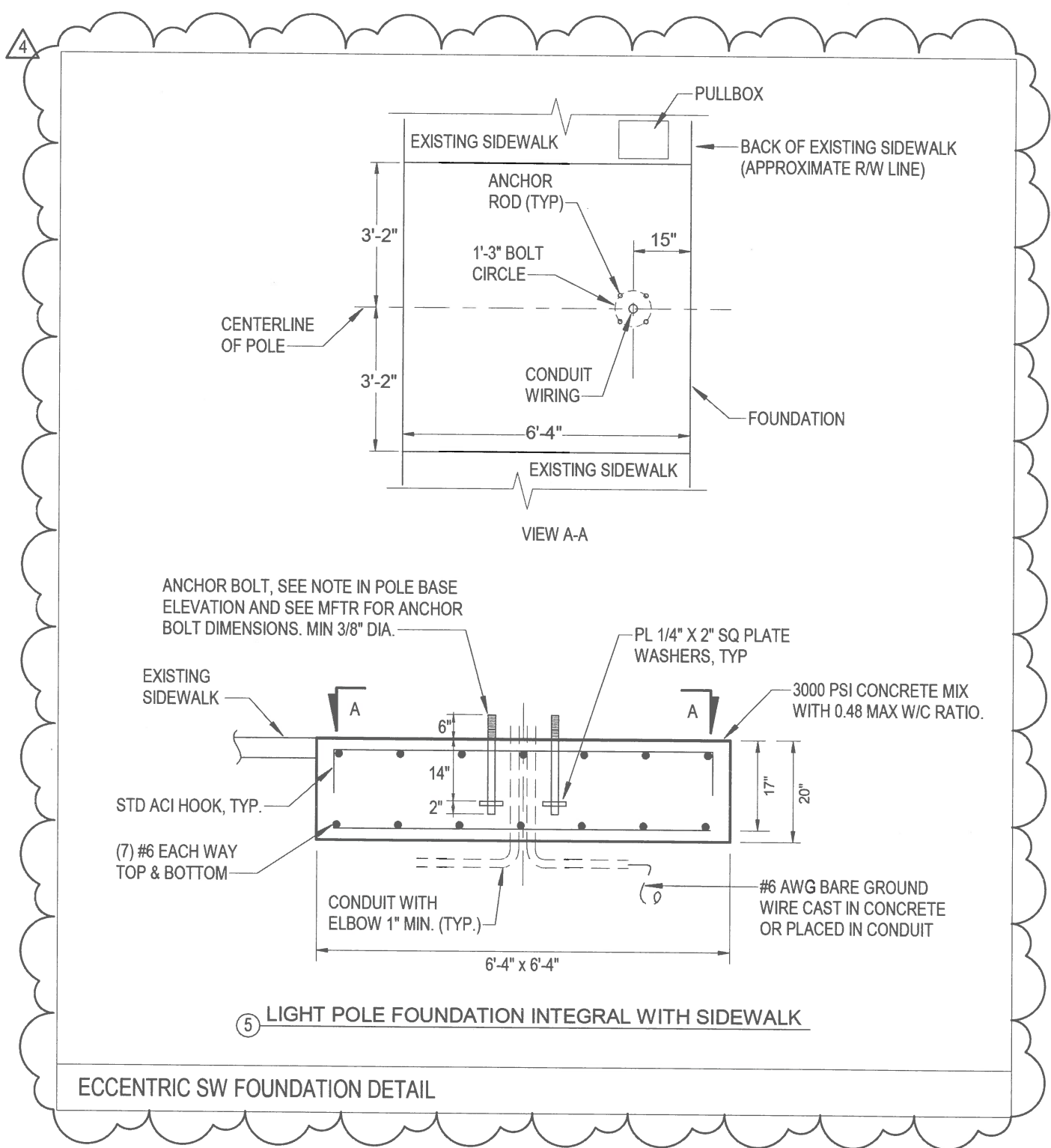
ELECTRICAL DETAILS

M. MONCEF HADJI
Florida License No. 48022
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Decem



SHEET NO.
E-310
OF 38



FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 4

Contents:

1. Change Order 4 Additional Pre-Digs
2. Entitlement Analysis

CHANGE ORDER NO. 4
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-3: \$31,856.02	Changes in contract time from previous Change Orders: No. 1-3: 153 days
Contract Price prior to this Change Order: \$706,827.88	Contract Completion Date prior to this Change Order: Final Completion: December 27, 2019
Net Increase (decrease) of this Change Order No. 4: \$21,678.61	Changes in contract time requested this Change Order No. 4: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$728,506.49	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

Thirty-one (31) pre-digs above and beyond the originally planned quantity included in the bid price, a quantity of 64.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: The additional pre-digs are required to find a clear subterranean area where the light pole foundations can be placed after finding utilities in the originally excavated pre-digs.

IV. PAYMENT:

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY	UNIT PRICE	TOTAL COST DIFF
I. ROADWAY CONSTRUCTION							
N/A	Pre-digs	EA	31	0	31	\$699.31	\$21,678.61
TOTAL							\$21,678.61

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 4

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 4 Additional Pre-Digs

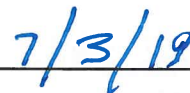
1. Change Order Number 4
2. Description: Additional Pre-Digs
3. Reasons for Change: After mobilization, the Contractor staked the specified pole locations per the plans. At those locations, a pre-dig was completed to ensure sufficient clearance for installation of the pole foundation. In many locations, unforeseen utilities were encountered and due to insufficient space to place the foundation, a new location was agreed upon with the CEI and Local Agency. An additional pre-dig was completed to determine if the foundation could be placed in that location and in multiple locations, yet another pre-dig would be required. A total of 31 additional pre-digs will be required in total. Where pre-digs were performed and then performed for a second and occasionally, a third time. The Change Order 4 Cost Adjustment's pre-dig value is calculated as \$699.31 based upon the CEI's record of labor and equipment to accomplish a representative sample. The Engineer recommends Additional Pre-Digs be determined Federally Ineligible since they are not a part of the Light Pole Complete Contract Line Items.
4. Time Analysis:

Amount Requested by Contractor:	0 days
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0 days
5. Cost Analysis:

Amount Requested by Contractor:	\$21,678.61
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$21,678.61
6. Reasons for Contractor's full or partial payment: Cost will be borne by the Local Agency.



Engineer Producing Analysis – Bryan Rerko, PE



Date

AECOM - Engineers Estimate**City of Port Orange LAP Project / FPID 435591-1-58-01 / SR 421 (Dunlawton Ave.) Lighting****Cost Proposal for additional soft dig explorations****March 22, 2019****Assumptions:**

- 1) Used FIE's Certified Labor Burden Rate from January 7, 2019 FIE letter of 62.27%
- 2) Used FIE's salary rates for personnel
- 3) Used FIE's Equipment Watch rates for Utility Trucks
- 4) Used FIE's United Rentals 4 week invoice for costs on plate compactor
- 5) Work Effort based on Daily Reports of Construction specific to this project and for this operation

Labor Tabulation			
Description	Hours	Rate	Total Cost
Foreman	3.0	\$ 29.00	\$ 87.00
Skilled Labor	4.0	\$ 16.00	\$ 64.00
Labor	4.0	\$ 14.00	\$ 56.00

Sub Total (Labor): \$ 207.00
Labor Burden of 62.27% \$ 128.90
Total (Labor) \$ 335.90

Equipment Tabulation			
Description	Hours	Rate	Total Cost
Utility Truck	4.0	\$ 23.46	\$ 93.84
Utility Truck 3186	4.0	\$ 23.46	\$ 93.84
Dump Trailer*	4.0	\$ 8.88	\$ 35.52
Plate Compactor**	4.0	\$ 12.25	\$ 49.00

* \$71.00/DAY per Equipment Watch = \$71.00/8 Hours = \$8.88/HR

**\$98.00/DAY per Invoice = \$98.00/8 Hours = \$12.25/HR

Total (Equipment): \$ 272.20

Total: \$ 608.10

Mark-Up Based on City of Port General \$ 91.21

Condition 12.01.C.2 (15%):

Grand Total: \$ 699.31

Per Pre-Dig Exploration

FIE Job No: 83002 FIN # 435591-1-58-01

Change Proposal**Contractor:** Florida Industrial Electric**Description:** **Foundation Pre-Dig** ; Includes - Sidewalk MOT Set Up, Saw Cuts, Break Sidewalk, Pre-Dig, Back Fill, Millings, Compaction, Sidewalk MOT Take Down, Concrete Disposal**Project:** S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.**Date:** Thursday, January 24, 2019**Labor Tabulation**

Description	Quantity	Reg. Hours Worked	O.T. Hours Worked	Reg. Hourly Wage	O.T. Hourly Wage	Total Cost
Foreman	1	8		\$29.00	\$43.50	\$232.00
Skilled Labor	1	8		\$16.00	\$24.00	\$128.00
Labor	1	8		\$14.00	\$0.00	\$112.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

Sub Total \$472.00
 Per Diem Expense \$0.00
 Labor Burden 62.27%
 Total Labor Cost \$765.91

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.					
Description	Qty.	Hours Used	Blue Book Hourly Rate*		Total Cost
Utility Truck	1	8	\$23.46		\$187.68
Utility Truck 3186	1	8	\$23.46		\$187.68
Dump Trailer	1	8	\$8.88		\$71.04
Plate Compactor	1	8	\$12.25		\$98.00
					\$0.00
					\$0.00

Total Equipment Cost \$544.40

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Subtotal Material Cost \$0.00

Sales Tax 6%

Total Material Cost \$0.00

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$765.91	17.50%	\$899.95
Equipment	\$544.40	17.50%	\$639.67
Material	\$0.00	17.50%	\$0.00
Liability & Bond	\$1,539.62	1.50%	\$23.09

Subcontractor's Grand Total**\$1,562.71**



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf – Executive V.P. - FIE

Adjustments for 0292 in All Saved Models

January 24, 2019

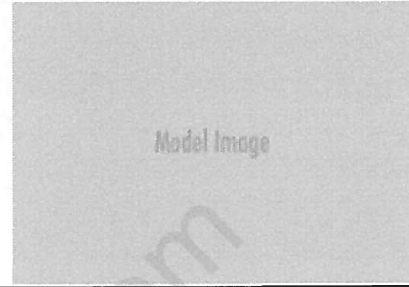
Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

8,800 lbs.

Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Power Mode	Diesel
Horsepower	325	Cab Type	Crew
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Orlando, Florida: 101.6%)	\$18.48	\$5.20	\$1.30	\$0.19		
Model Year (2016: 99%)	(\$11.73)	(\$3.30)	(\$0.82)	(\$0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,161.75	\$326.90	\$81.48	\$12.07	\$16.90	\$23.50

Non-Active Use Rates

Hourly

Standby Rate	\$4.69
Idling Rate	\$19.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 3186 in All Saved Models

January 24, 2019

Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

8,800 lbs.

Model Image

Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Power Mode	Diesel
Horsepower	325	Cab Type	Crew
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Florida: 96.9%)	(\$35.81)	(\$10.08)	(\$2.51)	(\$0.37)		
Model Year (2006: 92.2%)	(\$87.30)	(\$24.56)	(\$6.12)	(\$0.91)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,031.89	\$290.36	\$72.37	\$10.72	\$16.90	\$22.76

Non-Active Use Rates

Hourly

Standby Rate	\$4.16
Idling Rate	\$18.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st Half 2019

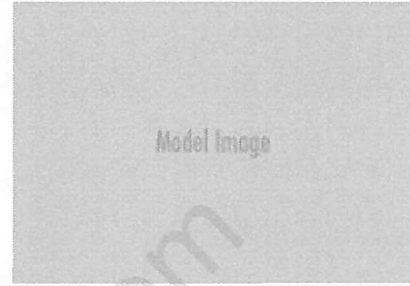
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

AED Green Book®

January 24, 2019

Average AVERAGE ALL
Tilt Deck Utility Trailers

Size Class:
All
Weight:
N/A

Configuration for AVERAGE ALL
AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	\$663.00	\$221.00	\$71.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$663.00	\$221.00	\$71.00
Date Last Updated: Oct 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)



BRANCH L77
1472 NORTH NOVA ROAD
DAYTONA BEACH FL 32117
386-248-3951
386-248-3994 FAX

4 WEEK BILLING
INVOICE

163903231-004

Job Site
Address

DUNLAWTON AVE LIGHTS
4545 S RIDGEWOOD AVE
PORT ORANGE FL 32127-4524

Office: 407-331-1551 Cell: 407-948-5993

5.1.1864 1 MB 0.421 91073S11.p01 298724 1-1 0



FLORIDA INDUSTRIAL ELECTRIC
291 SPECIALTY PT
SANFORD FL 32771-6621

Customer # : 269653
Invoice Date : 12/19/18
Date Out : 12/04/18 09:21 AM
Billed Through : 01/01/19 00:00
UR Job Loc : 4545 S RIDGEWOOD AVE
UR Job # : 65
Customer Job ID:
P.O. # : 83002-800-1
Ordered By : EDGAR DROPP
Reserved By : DARYLE ACREE
Salesperson : CHRISTOPHER HAUN

Invoice Amount: \$3,116.31

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84847
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	10639028	SKID STEER TRACK LOADER 2000-2399# Make: TAKEUCHI Model: TL8W Serial: 200805676 Meter out: 769.00 Meter in: .00		375.00	995.00	1925.00	1,925.00
1	903/5411	SKID STEER FORK ATTACHMENT HEAVY DUTY		50.00	75.00	125.00	125.00
1	10825352	VIB PLATE MEDIUM 3000-5000# IMPACT Make: WACKER Model: WP1550AW Serial: 10853300 Substituted for: VIB PLATE REVERSIBLE 5000-5999# IMPACT		98.00	255.00	595.00	595.00

Rental Subtotal: 2,645.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	46.360	EACH	46.36
1	DELIVERY CHARGE	125.000	EACH	125.00
1	PICKUP CHARGE	125.000	EACH	125.00

Sales/Misc Subtotal: 296.36

Agreement Subtotal: 2,941.36

Tax: 174.95

Total: 3,116.31

COMMENTS/NOTES:

CONTACT: JOE
CELL#: 407-948-5993

BILLED FOR FOUR WEEKS 12/04/18 THRU 1/01/19 09:21 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
 City of Port Orange

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 CONSTRUCTION
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 Page 1 of 3

Date: 12/11/2018	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
------------------	------------------------------------	---	----------------------------------

High Temp: 55	AM Conditions:	PM Conditions:
Low Temp: 40	Cloudy	Cloudy

Remarks			
General:			
FIE on site with 3 crews working on soft digs on East bound side of Dunlawton Avenue. 9 pole foundations were explored.			
1 crew worked on poles #56, 55, 64, 60 and 59 some adjustments required. 56 had multiple conduits crossing thru area that foundation was layed out.			
1 crew worked on pole #34 and 35, 2 4" conduits that were not located found at 35.			
1 crew worked on pole #43 and 42 unmarked utilities found.			
Photo's were taken of			
Advance Directional Drilling was on site in the afternoon to look over the area just East of Spruce Creek Rd.			
Accidents:		Day of Week:	Contract Day:
☒ No ☐ Yes See Accident Report Dated:		Tuesday	29
Visitors:		Total Days:	227

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	3	8	Skilled	0	0
		Semi skilled	0	0	Common	8	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	3	Skilled	0	0
		Semi skilled	0	0	Common	2	3	Trainee	0	0
3.	Sub/Utility John B. Webb	Supt	0	0	Foreman	0	0	Skilled	0	0
		Semi skilled	0	0	Common	0	0	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	7199	2015 RAM 5500 w/ 40' Bucket	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	750-53	Triple Crown Dump Trailer	1	1	8
1	Rental	AC10 2003 Tow Behind Compressor	1	1	8
1	Rental	Skid Steer	1	1	2

Date: 12/11/2018	FPN: D517-050-B	Financial Project ID: 435591-1-58-01
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Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1		715-4-11	Light Pole Complete	8:00	3:30	WIP	EA

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Directional Drill	☒	☐	☐	☐
MOT: MOT Install Temporary MOT	☒	☐	☐	☐
Light Pole, soft digs for foundations	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
Mindon McIntosh	FROM: 8:00	TO: 3:30	3

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):

Bryan Rerko, PE



DATE:

DISTRIBUTION: Original – Project Engineer
Copy – Contractor (as requested)

Date: 12/11/2018	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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Remarks			
General: After contractor had left for the day, there was an incident where soil and sod were inadvertently dumped in the the left West bound lane. This was not from the contractor on this site. Motorcycle cop was on site while the perpetrator cleaned debris from the road.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Tuesday	Contract Day: 29
Visitors:		Total Days: 227	

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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City of Port Orange

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Date: 1/9/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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High Temp: 66	AM Conditions: Clear	PM Conditions: Clear
Low Temp: 49		

Remarks			
General: FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 20+42 LP #8 and bored East 275 LF to 23+15 LP #10.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Wednesday	Contract Day: 58
Visitors: None		Total Days: 227	

Contractor(s) and Personnel									
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0
		Semi skilled	0	0	Common	5	8	Trainee	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	9.5	Skilled	0
		Semi skilled	0	0	Common	1	9.5	Trainee	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	1	9.5	Skilled	0
		Semi skilled	0	0	Common	1	9.5	Trainee	0
4.	Sub/Utility	Supt			Foreman			Skilled	
		Semi skilled			Common			Trainee	

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Date: 1/9/2019	FPN: D517-050-B	Financial Project ID: 435591-1-58-01
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Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1		715-4.XX	Pre dig	8:00	3:00		EA
1		102-1	MOT	8:00	5:30		LS
2		630-2.12	20+42 to 23+15 , LP #8 to LP #10	8:00	5:00	275	LF
1		635-2.12	23+15 LP #10 Not complete	3:00	5:00		EA

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Directional Drill	☒	☐	☐	☐
MOT: MOT Install Temporary MOT	☒	☐	☐	☐
Light Pole, soft digs for foundations	☒	☐	☐	☐
Open trench, conduit placement	☒	☐	☐	☐
Splice and Pull Boxes	☒	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
Mindon McIntosh	FROM: 7:30	TO: 4:30	8

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):

Bryan Rerko, PE

DATE:

DISTRIBUTION: Original – Project Engineer
Copy – Contractor (as requested)

Remarks			
General:			
Accidents:		Day of Week:	Contract Day:
☒ No ☐ Yes See Accident Report Dated:		Wednesday	58
Visitors:		Total Days: 227	

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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 City of Port Orange

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Date: 1/10/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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High Temp: 56	AM Conditions: Clear	PM Conditions: Clear
Low Temp: 40		

Remarks			
General:			
FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 20+42 LP #8 and bored West 266 LF to 17+75 LP #6.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Thursday	Contract Day: 59
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0	0
		Semi skilled	0	0	Common	5	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	8.5	Skilled	0	0
		Semi skilled	0	0	Common	1	8.5	Trainee	0	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	1	8.5	Skilled	0	0
		Semi skilled	0	0	Common	1	8.5	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Date: 1/10/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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				Remarks	
General:					
Accidents: ☒ No ☐ Yes See Accident Report Dated:			Day of Week: Thursday	Contract Day: 59	Total Days: 227
Visitors:					

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
 City of Port Orange

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Date: 1/11/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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High Temp: 68	AM Conditions: Clear	PM Conditions: Cloudy
Low Temp: 43		

Remarks			
General:			
FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 17+75 LP #6 and bored West 319 LF to 14+53 LP #4.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Friday	Contract Day: 60
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0	0
		Semi skilled	0	0	Common	5	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	9	Skilled	0	0
		Semi skilled	0	0	Common	1	9	Trainee	0	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	1	9	Skilled	0	0
		Semi skilled	0	0	Common	1	9	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	9
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Remarks			
General:			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Friday	Contract Day: 60
Visitors:		Total Days: 227	

[illegible]



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 City of Port Orange

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Date: 1/14/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
-----------------	---------------------------------	--------------------------------------	-------------------------------

High Temp: 61	AM Conditions: Cloudy	PM Conditions: Cloudy
Low Temp: 52		

Remarks			
General:			
FIE on site. 5 man crew plus the superintendent.			
Item 102-1 MOT; FIE set up the MOT for the sidewalk closures.			
Item 715-4.XX Light Pole Complete; FIE pre-dug a few locations, previously identified for adjustment.			
Item 630-2.12 Directional Drilling; ADDS set the bore rig up at location of LP #4 Sta. 14+53 and bored West 376 LF, to LP #1 Sta. 10+67.			
The City Utility Operations called (Jake) to notify FIE there was an issue at 304 Dunlawton Avenue, with a sewer lateral that had been damaged when ADDS bored through that location. The city had used there camera to verify the issue.			
Accidents:		Day of Week:	Contract Day:
☒ No ☐ Yes See Accident Report Dated:		Monday	63
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt	1	8	Foreman	2	8	Skilled	0	0
	Florida Industrial Electric	Semi skilled	0	0	Common	3	8	Trainee	0	0
2.	Sub/Utility	Supt	0	0	Foreman	0	0	Skilled	1	8
	Advance Dir. Drilling	Semi skilled	0	0	Common	1	8	Trainee	0	0
3.	Sub/Utility	Supt	0	0	Foreman	0	0	Skilled	0	0
	Florida Industrial Electric	Semi skilled	0	0	Common	0	0	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	0	0
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	0	0

Date: 1/14/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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Remarks			
General: LP #1 adjusted 10' to the East due to High Power Transmission lines.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Monday	Contract Day: 63
Visitors:		Total Days: 227	

[illegible]

FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 5

Contents:

1. Change Order 5 Special Foundations Work
2. Entitlement Analysis
3. Contractor Proposal Foundations & Anchor Bolts
4. Contractor Proposal Remove & Replace LP28

Submittal: 7/3/2019
Rev. 0

CHANGE ORDER NO. 5
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-4: \$53,534.63	Changes in contract time from previous Change Orders: No. 1-4: 153 days
Contract Price prior to this Change Order: \$728,506.49	Contract Completion Date prior to this Change Order: Final Completion: December 27, 2019
Net Increase (decrease) of this Change Order No. 5: \$11,324.00	Changes in contract time requested this Change Order No. 5: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$739,830.49	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Light Pole 28 Foundation was installed per plans with a 30" diameter foundation. After installation, field measurements showed 35.5" from the back of curb to the foundation; however, the plans also require the sidewalk be 4 feet minimum (FDOT Index 310, Sheet 15 of 38). The cost is for installation and removal of the foundation.
2. Special Foundation Work:
 - a. Material cost of the 30" diameter foundation which cannot be used
 - b. Material cost of 2 spread footers which cannot be used and the delivery to Public Works
 - c. Material cost for 2 sets of anchor bolts

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: The adjustments are required to maintain federal eligibility.

IV. PAYMENT:

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY	UNIT PRICE	TOTAL COST DIFF
N/A	LP 28 30" Foundation Install and Remove	L.S.	1	0	1	\$5,353.53	\$5,353.53
N/A	Special Foundation Work	L.S.	1	0	1	\$5,970.47	\$5,970.47
TOTAL							\$11,324.00

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: _____

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 5

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 5 Special Foundations Work

1. Change Order Number 5
2. Description: Special Foundations Work
3. Reasons for Change: Due unforeseen conditions, additional Work related to the foundations is required above and beyond the Contract's Scope of Work. This Work includes:
 - a. the removal of an already installed Light Pole foundation that was installed according to the design plans, but when measured was found to not provide the plan required 4 feet of pedestrian clearance (FDOT Index 310). The CEI recommended removal of the foundation and replacement with a smaller diameter foundation which would meet the clearance requirements. The costs include the original installation labor, the removal labor and material handling equipment.
 - b. the waste of foundations and anchor bolts that cannot be used by the project: Two spread footer foundations were required by the design plans but were found too large to fit at any foundation location due to subterranean utilities. The foundation loss of the original foundation for Light Pole 28 and the two spread footers resulted in the need for 2 replacement anchor bolts sets.
 - c. Engineer recommends Special Foundations Work be determined Federally Ineligible.
4. Time Analysis:

Amount Requested by Contractor:	0 days
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0 days
5. Cost Analysis:

Amount Requested by Contractor:	\$11,324.00
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$11,324.00
6. Reasons for Contractor's full or partial payment: Cost will be borne by the Local Agency.



Engineer Producing Analysis - Bryan Rerko, PE



Date

FIE Job No: 83002 FIN # 435591-1-58-01

Change Proposal Rev 1

Contractor: Florida Industrial Electric

Description: *This is the cost proposal to pick up and deliver the 2 ea. spread footers and 1 ea. 30" x 7' foundation o the City of Port Orange. This proposal includes the time required to pick up and return the boom truck required for lifting and the cost for the anchor bolts only (2 sets of 4 each) for the 2 each additional 20" x 9'6" footers requested for the project.*

Project: S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.

Date: Friday, June 14, 2019

Labor Tabulation

Description	Quantity	Reg. Hours Worked	O.T. Hours Worked	Reg. Hourly Wage	O.T. Hourly Wage	Total Cost
Operator	1	4		\$17.00	\$25.50	\$68.00
Laborer	1	4		\$15.00	\$0.00	\$60.00

Sub Total \$128.00
 Per Diem Expense \$0.00
 Labor Burden 62.27%
 Total Labor Cost \$207.71

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.					
Description	Qty.	Hours Used	Blue Book Hourly Rate*		Total Cost
Boom Truck 0001	1	4	\$170.54		\$682.16

Total Equipment Cost \$682.16

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost
30" x 7' Foundation	1	ea.	\$639.00	\$639.00
60" x 60" Spread Footers	2	ea.	\$1,399.00	\$2,798.00
1" x 46" Anchor Bolts Only	2	sets	\$205.00	\$410.00
(additional 20" x 9'6" footers)				

Subtotal Material Cost \$3,847.00
 Sales Tax 7%
 Total Material Cost \$4,116.29

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$207.71	17.50%	\$244.05
Equipment	\$682.16	17.50%	\$801.54
Material	\$4,116.29	17.50%	\$4,836.64
Liability & Bond	\$5,882.23	1.50%	\$88.23

Subcontractor's Grand Total**\$5,970.47**



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf – Executive V.P. - FIE

Adjustments for 0001 in All Saved Models

May 31, 2019

Miscellaneous 6X4 45KGWV DSL

On-Highway Flatbed Trucks

Size Class:

33,001 - 45,000 GVW

Weight:

13898 lbs


Configuration for 6X4 45KGWV DSL

Axle Configuration	6X4	Horsepower	380.0
Maximum Gross Vehicle Weight	45000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,145.00	\$880.00	\$220.00	\$33.00	\$36.75	\$54.62
Adjustments						
Region (Orlando, Florida: 101.6%)	\$50.32	\$14.08	\$3.52	\$0.53		
Model Year (2005: 85.6%)	(\$460.13)	(\$128.75)	(\$32.19)	(\$4.83)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,735.19	\$765.33	\$191.33	\$28.70	\$36.75	\$52.29

Non-Active Use Rates

	Hourly
Standby Rate	\$10.72
Idling Rate	\$39.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	\$1,509.60/mo
Overhaul (ownership)	31%	\$974.95/mo
CFC (ownership)	9%	\$283.05/mo
Indirect (ownership)	12%	\$377.40/mo
Fuel (operating) @ 3.27	66%	\$24.35/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 0001A in All Saved Models

May 31, 2019

National 8100D (23 TON)

Telescopic Cranes For Truck Mounting

Size Class:

42,001 lbs & Over

Weight:

lbs


Configuration for 8100D (23 TON)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	\$6,601.00	\$2,742.00	\$946.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$6,601.00	\$2,742.00	\$946.00
Date Last Updated: Dec 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Lindsay Precast Inc
13365 Southern Precast Dr.
Alachua, FL 32615

Invoice

Telephone: 386-462-2015

Invoice No.	50514
Customer No.	F00325

Bill To

FLORIDA INDUSTRIAL ELECTRIC, INC.
291 SPECIALTY POINT
SANFORD, FLORIDA 32771

Ship To

FLORIDA INDUSTRIAL ELECTRIC, INC.
CITY OF PORT ORANGE PROJECT 83002
VOLUSIA COUNTY, FLORIDA

Contact:
Telephone: 407-379-1718
E-mail:

Contact:
Telephone: 407-379-1718
E-mail:

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
05/09/19	05/09/19		38436	83002-003	Net 30 days
Warehouse	Ship Via	F.O.B.	Salesperson	Resale Number	
MAIN	WILLIAMS BROTHERS		KEITH DAVIS		
Order Quantity	Ship Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	Y	PB>5000 30" DIA. X 84" POLE BASES	639.00	4,473.00
2	2	Y	PB>5000 60" X 60" X 16" SPREADFOOTERS	1,399.00	2,798.00
LOAD# 7 QUOTE# 23290R-05					

Print Date	05/10/19
Print Time	01:39:47 PM
Page No.	1

Total Paid	0.00
Balance Due	7,707.26
Due Date	06/08/19

Subtotal	7,271.00
Freight	0.00
6.000 %Sales Tax	436.26
Invoice Total	7,707.26

Printed By: Kim Langford

QUOTE

DATE	5/31/2019
QUOTE #	1061
CUSTOMER ID	
VALID UNTIL	6/30/2019

FIE
City of Port Orange/Dunlawton Ave Lighting
PO #83002-001/ Anchor Bolt change

Subtotal	\$ 410.00
Taxable	\$ -
Tax rate	
Tax due	
Other	\$ -
TOTAL	\$ 410.00

1. Poles Sized per QPL and AASHTO.
2. Freight is FOB factory prepaid and allowed.
3. Pricing is valid for 30 days and shipment within 6 months.
4. Preshipment of anchor bolts is included.
5. Lead times based on current business conditions.
6. Payment Terms: Net 30 Days
7. Pole ID Tags & Pole foundations are not included..
8. Splice/Gel Caps are not included.

Thank You For Your Business!

FIE Job No: 83002 FIN # 435591-1-58-01

Change Proposal Rev 1

Contractor: Florida Industrial Electric

Description: *This is a cost proposal for the original install and to remove the 30" diameter foundation then replace with a 20" diameter foundation for pole # 28 as requested by the City of Port Orange. This proposal includes 2 hrs to pick up and return the boom truck required for pulling foundation*

Project: S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.

Date: Friday, June 14, 2019

Labor Tabulation

Description	Quantity	Reg. Hours Worked	O.T. Hours Worked	Reg. Hourly Wage	O.T. Hourly Wage	Total Cost
<i>Original Foundation Install</i>						
Foreman	1	4		\$30.00	\$45.00	\$120.00
Operator (Auger)	1	4		\$22.00	\$33.00	\$88.00
Operator (Fork Lift)	1	4		\$17.00	\$25.50	\$68.00
Skilled Laborer	1	4		\$16.00	\$24.00	\$64.00
Laborer	1	4		\$15.00	\$22.50	\$60.00
<i>Remove & Replace Foundation</i>						
Foreman	1	6		\$30.00	\$45.00	\$180.00
Operator (Boom Truck)	1	8		\$22.00	\$33.00	\$176.00
Operator (Auger)	1	6		\$17.00	\$25.50	\$102.00
Skilled Laborer	1	6		\$16.00	\$24.00	\$96.00
Laborer	1	6		\$15.00	\$22.50	\$90.00

Sub Total \$1,044.00
Per Diem Expense \$0.00
Labor Burden 62.27%
Total Labor Cost \$1,694.10

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.					
Description	Qty.	Hours Used	Blue Book Hourly Rate*		Total Cost
<i>Original Foundation Install</i>					
Utility Truck 2940	1	4	\$16.33		\$65.32
Pick Up Truck 3186	1	4	\$22.76		\$91.04
Dump (Tilt) Trailer	1	4	\$9.26		\$37.04
Air Compressor AC-10	1	4	\$16.50		\$66.00
Skid Steer	1	4	\$23.21		\$92.84
Mini Exc. (Auger)	1	4	\$30.63		\$122.52
Telehandler Fork Lift	1	4	\$51.96		\$207.84
Plate Compactor	1	4	\$3.57		\$14.28
<i>Remove & Replace Foundation</i>					
Utility Truck 2940	1	6	\$16.33		\$97.98
Pick Up Truck 3186	1	6	\$22.76		\$136.56
Dump (Tilt) Trailer	1	6	\$9.26		\$55.56
Boom Truck	1	8	\$170.54		\$1,364.32
Air Compressor AC-10	1	6	\$16.50		\$99.00
Skid Steer	1	6	\$23.21		\$139.26
Mini Exc. (Auger)	1	6	\$30.63		\$183.78
Plate Compactor	1	6	\$3.57		\$21.42

Total Equipment Cost \$2,794.76

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost

Subtotal Material Cost \$0.00
Sales Tax 7%
Total Material Cost \$0.00

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$1,694.10	17.50%	\$1,990.57
Equipment	\$2,794.76	17.50%	\$3,283.84
Material	\$0.00	17.50%	\$0.00
Liability & Bond	\$5,274.41	1.50%	\$79.12

Subcontractor's Grand Total

\$5,353.53



Florida Industrial Electric
291 Specialty Point
Sanford, Florida 32771
P: (407) 331-1551

Project: 83002 - 83002 - FPID 435591-1-58-01 -
SR 421 (Dunlawton Ave)
Dunlawton from Ridgewood to
Port Orange, Florida 32129

Daily Log: Friday 2/22/2019

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
65°F	81°F	72°F	0.00 in.	0.01 in.	0.01 in.	62%	86%	100%	67°F	5.3 mph	8 mph	8 mph

DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
partly-cloudy-night 67°F	partly-cloudy-day 73°F	partly-cloudy-day 79°F	partly-cloudy-day 81°F	partly-cloudy-day 74°F	clear-night 68°F

OBSERVED WEATHER CONDITIONS

No.	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	No						

TIMECARD ENTRY

Employee	Cost Code	Type	Billable?	Hours
Patrick Skipper	101-1 - Mobilization	Regular Time	No	4.0
Description:				
Daniel Schardin	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Julian Moise	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Jose Campos	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Joe Heberling	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description:				
David Anderson	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Justin Peebles	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Operator forklift, foundations only				

TIMECARD ENTRY

Employee	Cost Code	Type	Billable?	Hours
Jeff Cox	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0

Description: Operator mini-x, foundations only

EQUIPMENT LOG

No.	Equipment Name	Cost Code	Hrs Operating	Hrs Idle	Inspected?	Inspection Time	Location
1	2940 2016 Ram 2500 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:32 AM	
	Notes:						
2	0292 2016 Ram 3500 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:32 AM	
	Notes:						
3	4981 2017 Ram 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
4	9983 2008 Ford F250 4x4 Ext Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
5	3186 2006 Ford F350 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
6	AC10 2003 Sullivan 185CFM Tow Behind Compressor		0.0	0.0	No	07:33 AM	
	Notes:						
7	750-47 2006 Emerson Equipment Trailer		0.0	0.0	No	07:33 AM	
	Notes:						
8	750-53 2015 Triple Crown Dump Trailer		0.0	0.0	No	07:33 AM	
	Notes:						
9	Skid Steer Rental		0.0	0.0	No	07:34 AM	
	Notes:						
10	Mini Excavator Rental		0.0	0.0	No	07:34 AM	
	Notes:						
11	Telehandler Forklift Rental		0.0	0.0	No	07:34 AM	
	Notes:						
12	Plate Tamper Small Rental		0.0	0.0	No	07:34 AM	
	Notes:						

QUANTITY LOG

No.	Cost Code	Location	Units	Quantity
1	715C-411 - Light Pole Complete, F&I, Stan	Pole #27		0.4
Comments: Foundation only				
2	715C-411 - Light Pole Complete, F&I, Stan	Pole #28		0.4
Comments: Foundation only				

By

Date

Copies To



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf – Executive V.P. - FIE

Adjustments for 2940 in All Saved Models

June 14, 2019

Miscellaneous 4X4 3/4 165 CREW GAS

On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
 Weight:
5500 HP



Configuration for 4X4 3/4 165 CREW GAS

Axle Configuration	4X4	Cab Type	Crew
Horsepower	165.0	Power Mode	Gasoline
Ton Rating	3/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$850.00	\$240.00	\$60.00	\$9.00	\$11.70	\$16.53
Adjustments						
Region (Florida: 96.9%)	(\$26.35)	(\$7.44)	(\$1.86)	(\$0.28)		
Model Year (2016: 99%)	(\$8.24)	(\$2.33)	(\$0.58)	(\$0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$815.41	\$230.23	\$57.56	\$8.63	\$11.70	\$16.33

Non-Active Use Rates

	Hourly
Standby Rate	\$3.29
Idling Rate	\$13.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$459.00/mo
Overhaul (ownership)	29%	\$246.50/mo
CFC (ownership)	7%	\$59.50/mo
Indirect (ownership)	10%	\$85.00/mo
Fuel (operating) @ 2.75	74%	\$8.62/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 3186 in All Saved Models

May 31, 2019

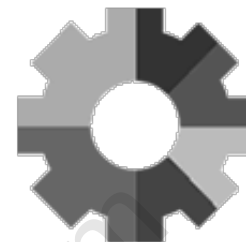
Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

8800 HP


Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	325.0	Power Mode	Diesel
Ton Rating	1.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Florida: 96.9%)	(\$35.81)	(\$10.07)	(\$2.51)	(\$0.37)		
Model Year (2006: 92.2%)	(\$87.30)	(\$24.56)	(\$6.12)	(\$0.91)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,031.90	\$290.36	\$72.37	\$10.72	\$16.90	\$22.76

Non-Active Use Rates

Hourly

Standby Rate	\$4.16
Idling Rate	\$18.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st half 2019

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Rental Rate Blue Book®

May 31, 2019

Miscellaneous 20 TON

Tilt Deck Utility Trailers

Size Class:

All

Weight:

8250 UNKNOWN

Configuration for 20 TON

Capacity	20.0 t	Deck Length	18' - 24'
Number Of Axles	2.0	Number Of Tires	8.0

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$925.00	\$260.00	\$65.00	\$10.00	\$4.00	\$9.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$925.00	\$260.00	\$65.00	\$10.00	\$4.00	\$9.26

Non-Active Use Rates

	Hourly
Standby Rate	\$3.73
Idling Rate	\$5.26

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$416.25/mo
Overhaul (ownership)	29%	\$268.25/mo
CFC (ownership)	8%	\$74.00/mo
Indirect (ownership)	18%	\$166.50/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2019

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The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for AC10 in All Saved Models

June 14, 2019

Sullivan-Palatek D185Q6JD

Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
 Weight:
2600 cu ft



Configuration for D185Q6JD

Air Delivery Rating	185.0 cu ft/min	Horsepower	76.0
Power Mode	Diesel	Rated Pressure @ Psi	125.0

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$685.00	\$190.00	\$48.00	\$7.00	\$12.65	\$16.54
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016: 98.9%)	(\$7.53)	(\$2.09)	(\$0.53)	(\$0.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$677.47	\$187.91	\$47.47	\$6.92	\$12.65	\$16.50

Non-Active Use Rates

	Hourly
Standby Rate	\$1.35
Idling Rate	\$12.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	\$157.55/mo
Overhaul (ownership)	65%	\$445.25/mo
CFC (ownership)	6%	\$41.10/mo
Indirect (ownership)	6%	\$41.10/mo
Fuel (operating) @ 3.27	71%	\$8.95/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Rental Rate Blue Book®

June 14, 2019

Case 420 SERIES 3 (disc. 2011)

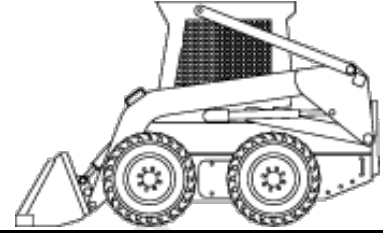
Skid Steer Loaders

Size Class:

1751 - 2200 lbs

Weight:

6605 lbs



Configuration for 420 SERIES 3 (disc. 2011)

Hydraulic Tank Capacity	7.1 gal	Net Horsepower	69.0 hp
Operating Capacity (Sae)	1850.0 lbs	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,615.00	\$730.00	\$185.00	\$28.00	\$17.50	\$32.36
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,615.00	\$730.00	\$185.00	\$28.00	\$17.50	\$32.36

Non-Active Use Rates

	Hourly
Standby Rate	\$5.20
Idling Rate	\$23.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22%	\$575.30/mo
Overhaul (ownership)	65%	\$1,699.75/mo
CFC (ownership)	5%	\$130.75/mo
Indirect (ownership)	8%	\$209.20/mo
Fuel (operating) @ 3.27	48%	\$8.35/hr

Revised Date: 1st half 2019

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The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)



BRANCH L77
1472 NORTH NOVA ROAD
DAYTONA BEACH FL 32117
386-248-3951
386-248-3994 FAX

Job Site
Address

DUNLAWTON AVE LIGHTS
4545 S RIDGEWOOD AVE
PORT ORANGE FL 32127-4524

Office: 407-331-1551 Cell: 407-948-5993

RENTAL RETURN INVOICE

165181664-008

Customer # : 269653
Invoice Date : 05/21/19
Rental Out : 01/16/19 08:00 AM
Rental In : 05/20/19 01:49 PM
UR Job Loc : 4545 S RIDGEWOOD AVE
UR Job # : 65
Customer Job ID:
P.O. # : 83002-800-3
Ordered By : EDGAR DROPP
Reserved By : DARYLE ACREE
Salesperson : CHRISTOPHER HAUN

Invoice Amount: \$1,320.32

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84873
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	907/0535	MINI EXCAVATOR BUCKET 18"					N/C
1	10691795	MINI EXCAVATOR AUGER POWER UNIT Make: PALADIN Model: 122714 Serial: 487786 Meter out: 1.00 Meter in: 2.00		245.00	455.00	855.00	855.00
1	903/5624	SKID STEER AUGER BIT 24"		30.00	86.00	171.00	171.00
1	903/5630	SKID STEER AUGER BIT 30"		40.00	99.00	205.00	198.00
						Rental Subtotal:	1,224.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	EACH	15.73
				Sales/Misc Subtotal: 15.73
				Agreement Subtotal: 1,239.73
				Tax: 80.59
				Total: 1,320.32

COMMENTS/NOTES:

CONTACT: JOE
CELL#: 407-948-5993
2NDARY-JOSE-407-557-0341

FINAL BILL: 5/08/19 08:00 AM THRU 5/20/19 01:49 PM.

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Rental Rate Blue Book®

June 14, 2019

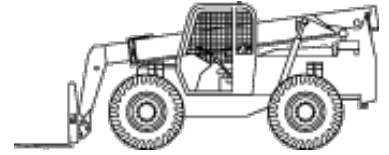
Traverse Lift F1044 (disc. 2004)

Telescoping Boom Rough Terrain Lift Trucks

Size Class:

4.5 - 4.9 MTons

Weight:

26000 MT


Configuration for F1044 (disc. 2004)

Base Capacity	10000.0 lbs	Horsepower	116.0
Maximum Lift Height	531.0 in	Maximum Reach	363.0 in
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,385.00	\$1,230.00	\$310.00	\$47.00	\$27.05	\$51.96
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2004: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$4,385.00	\$1,230.00	\$310.00	\$47.00	\$27.05	\$51.96

Non-Active Use Rates

	Hourly
Standby Rate	\$10.22
Idling Rate	\$35.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	\$1,271.65/mo
Overhaul (ownership)	59%	\$2,587.15/mo
CFC (ownership)	6%	\$263.10/mo
Indirect (ownership)	6%	\$263.10/mo
Fuel (operating) @ 3.27	39%	\$10.66/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Rental Rate Blue Book®

June 14, 2019

Multiquip MVC64VHW

Hand Held Vibratory Plate Compactors

Size Class:

To 95 Kg

Weight:

155 Kg


Configuration for MVC64VHW

Horsepower **3.5** Power Mode **Gasoline**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$250.00	\$70.00	\$18.00	\$3.00	\$2.15	\$3.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$250.00	\$70.00	\$18.00	\$3.00	\$2.15	\$3.57

Non-Active Use Rates

	Hourly
Standby Rate	\$1.04
Idling Rate	\$2.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	\$150.00/mo
Overhaul (ownership)	27%	\$67.50/mo
CFC (ownership)	5%	\$12.50/mo
Indirect (ownership)	8%	\$20.00/mo
Fuel (operating) @ 2.75	40%	\$0.87/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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Adjustments for 0001 in All Saved Models

May 31, 2019

Miscellaneous 6X4 45KGWV DSL

On-Highway Flatbed Trucks

Size Class:

33,001 - 45,000 GVW

Weight:

13898 lbs


Configuration for 6X4 45KGWV DSL

Axle Configuration	6X4	Horsepower	380.0
Maximum Gross Vehicle Weight	45000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,145.00	\$880.00	\$220.00	\$33.00	\$36.75	\$54.62
Adjustments						
Region (Orlando, Florida: 101.6%)	\$50.32	\$14.08	\$3.52	\$0.53		
Model Year (2005: 85.6%)	(\$460.13)	(\$128.75)	(\$32.19)	(\$4.83)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,735.19	\$765.33	\$191.33	\$28.70	\$36.75	\$52.29

Non-Active Use Rates

	Hourly
Standby Rate	\$10.72
Idling Rate	\$39.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	\$1,509.60/mo
Overhaul (ownership)	31%	\$974.95/mo
CFC (ownership)	9%	\$283.05/mo
Indirect (ownership)	12%	\$377.40/mo
Fuel (operating) @ 3.27	66%	\$24.35/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 0001A in All Saved Models

May 31, 2019

National 8100D (23 TON)

Telescopic Cranes For Truck Mounting

Size Class:

42,001 lbs & Over

Weight:

lbs


Configuration for 8100D (23 TON)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	\$6,601.00	\$2,742.00	\$946.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$6,601.00	\$2,742.00	\$946.00
Date Last Updated: Dec 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7e) Approval of Change Order No. 2 to TEDS for CEI services for the Dunlawton Lighting Project

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Change Order No. 2 to the CEI contract with Traffic Engineering Data Solutions, Inc. (TEDS) for the Dunlawton Street Lighting Project in the amount of \$137,290.79 and authorize the Mayor and City Clerk to execute the associated document.

SUMMARY: The City previously contracted with Traffic Engineering Data Solutions, Inc. (TEDS) for Construction Engineering Inspection services for the Dunlawton Street Lighting project. The Street Lighting project is a Local Agency Program (LAP) project in which the City receives federal funding to provide safety improvements (lighting) to the roadway for both vehicles and pedestrians. The project consists of replacing pedestrian walklights with 64 LED street lights along a +/- 0.70 mile segment of Dunlawton Avenue between Ridgewood Avenue and Spruce Creek Road including 10 intersections. The project is in construction and the need has arisen for TEDS to provide additional assistance.

The original Task Authorization was for 227 days of CEI services; however, additional time is required to complete the project. The Light Pole Complete Change order for 150 days and 3 Weather Days extends the project length by 153 days. The Light Pole Complete changes required CEI services to determine the ultimate location, foundation size, light pole type, and tracking. The CEI has been continuously working on the project throughout the project's duration and is required for completion. The CEI's integral services in resolving field issues, inspecting the materials installed and labor/equipment used on the project each day, and negotiating with the Contractor for an amenable resolution to unforeseen conditions that have arisen have been valuable services to the project. Change Order approval will extend the CEI services to allow successful completion.

The CEI services includes resolution of the following issues that arose during the construction phase:

- Additional design questions/RFIs, etc. from City, Contractor and/or EOR. Many questions arose during pre-digging for the foundations when unforeseen underground facilities were encountered. 15 of 62 foundations remain to be installed, which means that the underground work is approaching completion. Six (6) questions from the contractor concerning above ground work have been answered. We don't anticipate

more than five additional questions to arise during the remainder of construction.

- Design changes to load center locations. Two locations were chosen and identified in the final plans. Coordination with the Contractor for accurate data submittal packages reflecting the revised load centers was required. Take offs and coordination with the Contractor for the relocation of the two load centers to complete change orders and accurate placement is also required.
- Review of alternate conflict light pole and alternate light fixture submitted by contractor including photometric analysis and voltage drop calculations. In accordance with Federal Highway Administration (FHWA) requirements, the City's bid had to allow alternate fixtures to encourage competitive bidding. The contractor submitted an alternate, triggering the need for the City's CEI to review and track pursuant to LAP requirements.
- Coordination of FDOT submittal and review of alternate light fixture photometrics and voltage drop calculations for Change Order concurrence.
- Field coordination and plan review for revised light pole locations due to conflicts with unforeseen existing utilities and underground facilities. During construction the Contractor requested utility locates and performed pre-digs to determine if the area was clear to install each foundation. During the pre-digs, the actual depth and horizontal location of utilities became apparent. Utility operators are allowed a tolerance of two (2) feet to either side horizontally when locating their utility. An underground facility commonly referred to as the FDOT ITS was found in the entire length of the north side affecting nearly half the foundations. The FDOT ITS is a fiber optic cable system that controls traffic signals among other things. FDOT is not obligated to locate this facility, thus this discovery was an unforeseen condition that further complicated finding locations for half of the foundations.
- The Contractor hit an FDOT ITS cable that required complete replacement from Nova Road to Ridgewood Ave. totaling over 10,000 LF. The CEI worked with the Contractor to create a repair plan and witnessed the repair to ensure the contractor was dutifully abiding by the FDOT approved repair plan.

Project No.: AIO016 Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Change Order No 2 TEDS Lighting Supplement Staffing and Fee Supplement R1	Change Order No 2 TEDS Lighting Supplement Staffing and Fee Supplement R1.pdf
2.	CEI Contract with TEDS for Dunlawton Lighting	CEI Contract with TEDS for Dunlawton Lighting.pdf

3.	Change Order No 1 to TA 2 TEDS	Change Order No 1 to TA 2 TEDS.pdf
4.	Change Order No 2 to TA 2 TEDS	Change Order No 2 to TA 2 TEDS.pdf

Margaret Tomlinson	Created/Initiated - 6/27/2019
Tim Burman	Approved - 6/28/2019
Scott Neils	Approved - 7/3/2019
Margaret Roberts	Approved - 7/3/2019
Jake Johansson	Approved - 7/5/2019
Robin Fenwick	Final Approval - 7/5/2019

CITY OF PORT ORANGE CEI ESTIMATED MAN HOUR STAFFING - Total Supplemental Costs to complete the Project

OFFICE PREPARING ESTIMATE:	AECOM Technical Services - CEI
FINANCIAL PROJECT ID:	FPID 435591-1-58-01
COUNTY PROJECT NO.:	
PROJECT NAME (From/To):	City of Port Orange SR 421 (Dunlawton) Lighting
COUNTY:	Volusia County
PROJECT TYPE & DESCRIPTION:	
DATE PREPARED:	06/12/2019

NOTES:	1) Projected Supplemental Hours & Fee to Project Completion through and including November 2019
	2) Inspection based on delivery of 13 remaining foundations and anchor bolts for the 2 integral sidewalk footers on Sept. 2, 2019 - FTE Sr. Inspector from Sept. 2 through Sept 11, 2019
	3) Inspection based on delivery of poles on Sept. 11, 2019 - FTE Sr. Inspector from Sept. 12 - Oct. 31, 2019
	4) Inspection and close out based on contractor completing Nov. 1, 2019 allowing 30 days for Sr. Proj. Engineer and RCS to close out project by the end of Nov. 2019

Item No.	Personnel Classifications	Pre-Con	Construction										Additional Construction Time				Close																					Man Months	Man Hours
		Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19																								
		0.12	0.12	0.21	0.19	0.11	0.10	0.10	0.12	0.20	0.15	0.15	0.15	0.15	0.25																				0.00	0.00			
2	CEI Senior Project Engineer																																		2.12	349.80			
3	CEI Project Administrator							0.15	0.19																										0.34	55.94			
4	CEI APA/Contract Support Specialist																																		0.00	0.00			
5	CEI Senior Inspector/Senior Engineer Intern	0.02	0.08	0.13	0.93	-0.18							1.00	1.00																					3.73	615.45			
6	CEI Inspector/Engineer Intern																																		0.00	0.00			
7	CEI Resident Compliance Specialist	-0.03	0.04	0.11	0.24	-0.01					0.20		0.20	0.20	0.30																				1.25	206.25			
8	CEI Systems Technician																																		0.00	0.00			
9	Public Information Officer																																		0.00	0.00			
10																																			0.00	0.00			
11																																			0.00	0.00			
12																																			0.00	0.00			
13																																			0.00	0.00			
14																																			0.00	0.00			
15																																			0.00	0.00			
16																																			0.00	0.00			
17																																			0.00	0.00			
18																																			0.00	0.00			
19																																			0.00	0.00			
20																																			0.00	0.00			
																																			0.00	0.00			
	TOTALS	0.11	0.24	0.45	1.36	-0.08	0.10	0.25	0.31	1.15	0.15	0.15	1.35	1.35	0.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.44	1227.44				

Item No.	Personnel Classifications	Man Months	Man Hours	Hourly Rate	Total Salary Cost	Percent of Overtime	Overtime Man Hours	Overtime Salary Cost	Premium Overtime Rate	Premium Overtime Cost
0	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
2	CEI Senior Project Engineer	2.12	349.80	\$ 190.00	\$ 66,462.00		0.00	\$ -	\$ -	\$ -
3	CEI Project Administrator	0.34	55.94	\$ 124.40	\$ 6,958.94		0.00	\$ -	\$ -	\$ -
4	CEI APA/Contract Support Specialist	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
5	CEI Senior Inspector/Senior Engineer Intern	3.73	615.45	\$ 83.00	\$ 51,082.35		0.00	\$ -	\$ 16.25	\$ -
6	CEI Inspector/Engineer Intern	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
7	CEI Resident Compliance Specialist	1.25	206.25	\$ 62.00	\$ 12,787.50		0.00	\$ -	\$ -	\$ -
8	CEI Systems Technician			\$ -	\$ -		0.00	\$ -	\$ -	\$ -
9	Public Information Officer			\$ -	\$ -		0.00	\$ -	\$ -	\$ -
10	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
11	0	0.00		\$ -	\$ -		0.00	\$ -	\$ -	\$ -
12	0	0.00		\$ -	\$ -		0.00	\$ -	\$ -	\$ -
13	0	0.00		\$ -	\$ -		0.00	\$ -	\$ -	\$ -
14	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
15	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
16		0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
17		0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
18	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
19	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
20	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
0	0	0.00	0.00	\$ -	\$ -		0.00	\$ -	\$ -	\$ -
0		7.44	1227.44		\$ 137,290.79	0%	0.00	\$ -		\$ -

Estimated TWO Total Cost
\$ -
\$ 66,462.00
\$ 6,958.94
\$ -
\$ 51,082.35
\$ -
\$ 12,787.50
\$ -
\$ -
\$ -
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\$ -
\$ 137,290.79

Total Hours 1227.44

TASK AUTHORIZATION NO. 2

Master Contract for Engineering Services dated February 14, 2017

Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, DeBary Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Construction and Engineering Manager, Margaret Tomlinson, shall perform contract administration for this Task Authorization No. 2 and can be reached at (386) 506-5661.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Construction Engineering Inspection (CEI) services, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within 227 days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$80,329.90. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Sandy Council
Printed Name: Sandy Council

Eileen Wright
Printed Name: Eileen Wright

By: Deanna F. Ferrell
Deanna F. Ferrell, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 10/01/2018

Witnesses:

CITY OF PORT ORANGE

D. Massey
Printed Name: Deanna Massey

By: [Signature]
Donald O. Burnette, Mayor

Sarah Sharp
Printed Name: Savannah Sharp

Date: 10/4/18

Witnesses:

ATTEST:

D. Massey
Printed Name: Deanna Massey

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Sarah Sharp
Printed Name: Savannah Sharp

Date: 10/4/18



EXHIBIT “A”

Traffic Engineering Data Solutions, Inc.

Consisting of 31 Pages



EXHIBIT A

SCOPE OF SERVICES

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 002
Project Name: Construction, Engineering Inspection Services for
SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)
(FPN 435591-1-58-01)
TEDS Project Number: 10962
Date: September 18, 2018

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The CITY previously entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for design of the above referenced project.
- FDOT is the maintenance authority for SR 421 (Dunlawton Ave.), which is located on the State Highway System (SHS). All work is located within the right of way.
- The City requested this scope of services and fee proposal from TEDS to provide Construction Engineering and Inspection (CEI) services for the project. The City requested that TEDS consider retaining AECOM as a sub-consultant to provide the requested CEI services. AECOM is pre-qualified with FDOT in Work Group 10.1 - Roadway Construction Engineering Inspection. TEDS' involvement will be limited to retaining AECOM as a sub-consultant, project accounting, and other miscellaneous administrative tasks. TEDS will be copied on all the project correspondence, but AECOM will be in direct communication with the City and the contractor throughout the project, and will be responsible for the day-to-day management of CEI for the construction project.
- As of 10/25/2017, TEDS received a copy of the City's Invitation to Bid (ITB) #17-32 for the above referenced project dated 10/17/2017, along with preliminary copies of the design plans completed by QLH, A Mead & Hunt Company (M&H).
- As of 07/01/2018, the City notified TEDS that five (5) responsive bids were received 06/14/2018, and following a detailed bid tabulation completed by M&H, the City intended to contract with New Florida Industrial Electric, Inc. The City also furnished a copy of *Exhibit A – Construction Engineering and Inspection Scope of Services (Exhibit A – CEI SOS)*, which they had prepared in collaboration with FDOT, a copy of which is attached for reference.
- As of 07/02/2018, TEDS received a copy of the plans signed & sealed 04/25/2018, as well as the Division II & III Specifications signed/sealed 03/28/2018, both of which were reviewed and approved by FDOT.
- Paragraph 3.0 of *Exhibit A – CEI SOS* indicates there are 227 days allotted for construction within the contract, but as outlined in Paragraph 15.0, the City does not anticipate continuous inspection services will be required throughout this entire term. This proposal is based on the contractor utilizing the first 110 days within the contract for procurement of materials, and the remaining 117 days for installation of materials at the project site. Other than attending the initial pre-construction meeting, most of the services included in this contract will be provided during the 117 days of installation of materials at the project site.
- In accordance with Paragraph 9.4 of *Exhibit A – CEI SOS*, the City will perform inspection and sampling of materials, as well as testing normally done in a laboratory remote from the project site. Those services are

therefore not included in this agreement. Those services may be provided by another consultant retained separately by the City.

- The City will schedule and make all necessary arrangements for the community outreach meeting anticipated in *Exhibit A – CEI SOS*. Involvement by TEDS and AECOM will be limited to attending this public meeting to answer technical questions about the project.
- Services related to shop drawing review, responding to Requests for Information (RFI's), and other post-design engineering decisions are not included in this agreement, other than the standard coordination with the Engineer(s) of Record and dispatching of such information to them.
- This scope & fee proposal has been tailored to address only that portion of CEI services being completed within the budgeted amount originally estimated by the City, as approved by the City Council at their regular meeting of July 17, 2018. Additional amounts to provide the remainder of CEI services required will be addressed in a subsequent change order.

SCOPE OF SERVICES

Task 1 – Construction Engineering and Inspection Services

TEDS will retain AECOM to provide the predominant portion of CEI services referenced within *Exhibit A – CEI SOS* prepared by the City, as generally outlined in the attached Man Hour Estimate. TEDS will provide project management services related to maintenance of this contract. AECOM will furnish one (1) Sr. Inspector on a full-time basis during the 117 days allotted for installation of materials at the project site. In addition, AECOM will furnish one (1) Sr. Project Engineer and one (1) CEI Resident Compliance Specialist to provide services on a part-time basis during that same period of work. Both TEDS and AECOM will prepare for and attend the pre-construction meeting. TEDS and AECOM will also provide representation at one (1) community outreach meeting for the purposes of answering technical questions related to the project.

TEDS will provide a separate scope & fee proposal for any services required, which are over and beyond those described in the attached Man Hour Estimate.

FEES

TEDS shall conduct the work described in Task1 above for a lump sum fee of \$80,329.90.

Attachments:

1. *Exhibit A – Construction Engineering and Inspection Scope of Services* (as prepared by the City)
2. Man Hour Estimate
3. Expenses

Traffic Engineering Data Solutions, Inc.

7/1/2018

Any changes to this document must be submitted to the State Construction Office for review and approval prior to advertisement. Please ensure all revisions are submitted in track change format to minimize review time.

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5

Financial Project ID(s): 435591-1-58-01

Federal Project No.: FAN D517-050-B

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Financial Project ID (s): 435591-1-58-01

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are:

Financial Project ID: 435591-1-58-01

Descriptions: SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5
County: Volusia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Local Agency's Responsible Charge and Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Local Agency. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Local Agency and the Contractor either directly or indirectly.

Other projects developing within the geographical area of Volusia county may be added at the Local Agency's discretion. The Consultant must perform to the satisfaction of the Local Agency's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the Local Agency.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Local Agency has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Local Agency and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of five (5) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and zero (0) calendar days to demobilize after final acceptance of the Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr.)	Start Date (Mo/Day/Yr.)	Duration (Days)
435591-1	06/14/18	08/06/18	227

4.0 DEFINITIONS:

- A. **Agreement:** The Professional Services Agreement between the Local Agency and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. **Contractor:** The individual, firm, or company contracting with the Local Agency for performance of work or furnishing of materials.
- C. **Construction Contract:** The written agreement between the Local Agency and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. **Construction Project Manager:** The Local Agency employee assigned to manage the Construction Engineering and Inspection Contract and

represent the Local Agency during the performance of the services covered under this Agreement.

- E. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website. (Not Applicable)
- F. Consultant: The Consulting firm under contract to the Local Agency for administration of Construction Engineering and Inspection services.
- G. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. CEI Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- I. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- J. District Construction Engineer: The administrative head of the District's Construction Offices.
- K. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- L. District Consultant CEI Manager: The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- M. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- N. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- O. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- P. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- Q. Districtwide Contract Compliance Specialist Consultant: The consultant hired under a separate agreement with the Department to ensure

contractors on multiple contracts are in compliance with the requirements of the Federal Highway Administration and USDOL.

- R. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- S. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- T. Public Information Office: The Department's office assigned to manage the Public Information Program.
- U. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.

5.0 ITEMS TO BE FURNISHED BY THE LOCAL AGENCY TO THE CONSULTANT:

- A. The Local Agency, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
 - 5. Invitation to Bid including the Lighting Analysis and As-Builts furnished by a near conflicting HDD three conduit bundle identified as Tower Cloud.
 - 6. The EJCDC Construction Agreement
- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use. (Not Applicable)
- C. The Department will furnish and support the software packages for SiteManager. (Not Applicable)
- D. LAPIT

2.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.fdot.gov/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite. (Not Applicable)

All computer coding shall be input by Consultant personnel using equipment furnished by them.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Department will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:
<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm> (Not Applicable)

6.3 Field Office:

The Local Agency has temporary work space and meeting facilities with toilet rooms available within three miles of the Project. CEI may use the office space by appointment.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.

Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

3.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Local Agency's Construction Project Manager and Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated Local Agency project personnel of any design defects, reported by the contractor or observed by the consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

4.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the Department will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Department representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Department recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Department to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

5.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Local Agency action or direction.

Inform the designated Local Agency project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control: (Not Applicable)

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Local Agency will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Exception: Consultant must travel to Contractor's receiving yard to verify amount and conformance of delivered materials to plans and shop drawing submittals.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Local Agency will perform inspection and sampling of materials and components at locations remote from the project site and the Local Agency will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, conformance with plans, education, experience, etc.

The Department will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in an independent laboratory to the appropriate laboratory or appropriate local FDOT facility.

Input verification testing information and data into the Department's database using written instructions provided by the Department.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project.

Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and attend a Final Estimate informational conference call with the District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Specialist shall attend this meeting. (Not Applicable since CEI firm is pre-qualified.)

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm. (Not Applicable since CEI firm is prequalified.)

- (4) Schedule and attend SiteManager/EDMS informational meeting with the District Construction Office. Provide appropriate staff to attend and participate in this meeting. (Not Applicable)

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically. (Not Applicable)

- (5) Schedule and conduct a meeting with the District Construction Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance. (Not Applicable since no permits required.)
- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has

successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines. (Not Applicable since all project surface disturbances are smaller than one-acre.)

- (7) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (8) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (9) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities. Budget no more than eight hours this relocation service as it is unlikely to be required.

Identify, review, and track progress of Joint Project Agreements, and/or other Department and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination. (No Joint Project Agreements in this Contract.)

- (10) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Local Agency to make timely payment to the Contractor.

- (11) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement. If such services are required, they shall be compensated on an hourly basis.
- (12) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- (13) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (14) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Department's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the Department's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Department's representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.

- (15) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Local Agency.**
- (16) .**
- (17) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.**

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.6 Geotechnical Engineering:

1) Spread Footings:

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

6.0 PERSONNEL:

10.1 General Requirements:

Provide prequalified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Local Agency, the Local Agency will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Local Agency. Staff that has been removed shall be replaced by the Consultant within one week of Department notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary

qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Local Agency and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of

geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts

including

miscellaneous structures such as sign structures, lighting structures, and traffic signal

structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering

computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years-experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-PERSON/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a Resident Compliance Specialist on a construction project or two (2) years of assisting the Resident Compliance Specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

CEI BUILDING INSPECTOR/ ELECTRICAL- High School Graduate plus five (5) years' experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Department has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to demobilize, relocate, or terminate such forces.

7.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within fifteen (15) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All

records shall be kept at the primary job site and shall be subject to audit review.

8.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by CPAM.

Submit the Final Estimate(s) and one (1) set of Contractor's final "as-built plans" documenting the Contractor's work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the Local Agency.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II or higher.

Duly authorized representative of the Consultant firm will provide a signed and sealed certification on a form pursuant to Local Agency's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

9.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Local Agency five (5) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Department.

10.0 OTHER SERVICES:

Upon written authorization by the District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

11.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

12.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

13.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

14.0 LOCAL AGENCY AUTHORITY

The Local Agency shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

15.0 SERVICES NOT INCLUDED: a) Services to continuously inspect those items identified in the Standard Specifications as incidental construction: Longitudinal Horizontal Directional Drilling, Non-Structural Concrete driveway and sidewalk repair, and Performance Turf. b) Services to inspect Grounding Resistance Testing since it is not required for Conventional Lighting Projects. c) Services to provide a CEI inspector for 91 out of the 227-day project schedule which is the estimated lead time for delivery of specified poles. d) Services to provide a CEI inspector for 21 days of Event time when the Contractor will not be able to close lanes on Dunlawton. e) Services to provide a Worksite Traffic Supervisor since the Contractor must provide those services under Standard Specifications Section 105. f) Services to provide a CEI inspector for 10 days of the 227-day schedule allocated for franchise utility marking.

16.0 CLARIFICATION: While the CEI Inspector does not need to observe all horizontal directional drilling, he does need to be present for the first three days of horizontal directional drilling to determine if the Contractor is taking due care to honor locates and satisfy himself that the Contractor has the skill to direct the bore head effectively, and pull back and ream successfully. In the event the Contractor changes the methodology of horizontal directional drilling, the CEI Inspector must spend an additional three days to determine that the Contractor has appropriate skill to successfully drill, ream, and pull back using the different methodology.

17.0 TRAVEL: The local agency shall not pay for travel expenses.

18.0 AUDIT: The Consultant and any Sub-consultants shall provide audited rates for the types of personnel anticipated for service on this project. If Consultant has a

Financial Project ID (s): 435591-1-58-01

firmwide audit available, Consultant may provide that document as fulfilling the Audit requirements of this paragraph.

19.0 ATTACHMENTS (VIA SEPARATE TRANSMITTAL):

- Lane Closure Analysis Eastbound
- Lane Closure Analysis Westbound
- Project Plans
- As-Built Plans provided by Y-Comm for its Tower Cloud project.

End

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE
September 18, 2018**

Handwritten signature/initials

TEDS PROJECT No.: 10962
Master
CONTRACT DESCRIPTION: Contract
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 002
Construction, Engineering Inspection Services for SR 421 (Dunlawton Ave.) Lighting from
PROJECT DESCRIPTION: Spruce Creek Road to SR 5 (US 1) (FPN 435591-1-58-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Sr. Project Manager		CEI Sr. Project Engineer		CEI Sr. Inspector / Sr. Engineer Intern		CEI Resident Compliance		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$190.00	Rate/Hr:	\$83.00	Rate/Hr:	\$62.00	Rate/Hr:	\$55.00	Rate/Hr:	\$55.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 1 - Construction Engineering and Inspection Services	83	14,940.00	68	12,920.00	530.5	44,031.50	135	8,370.00	0	0.00	0	0.00	816.5	80,261.50	98.30
Initial contracting (sub-contract agreement)	4												4		
General project coordination	47												47		
Routine contract maintenance	24												24		
Prepare for and attend pre-construction meeting	4		4				5						16		
Attend construction outreach meeting to answer questions	4		4										8		
CEI Services (during 117 days for installation of materials)			60		530.5		127						717.5		
TOTALS	83.0	14,940.00	68.0	12,920.00	530.5	44,031.50	135.0	8,370.00	0.0	0.00	0.0	0.00	816.5	80,261.50	98.30

LABOR

\$80,261.50

EXPENSES (Refer to backup provided on the following page)

I. REPRODUCTION	\$0.00
II. MILEAGE / TRAVEL	\$68.40
III. PERMIT REVIEW FEES	\$0.00
IV. SHIPPING / POSTAGE	\$0.00
SUB-TOTAL - EXPENSES	\$68.40

TOTAL LUMP SUM CONTRACT AMOUNT

\$80,329.90

**CITY OF PORT ORANGE
EXPENSES
September 18, 2018**

Free

TEDS PROJECT No.: 10962	TASK AUTHORIZATION No.: 002
Construction, Engineering Inspection Services for SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5	
CONTRACT DESCRIPTION: Master Contract for Engineering Services (2/14/2017)	PROJECT DESCRIPTION: (US 1) (FPN 435591-1-58-01)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.	ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

I. REPRODUCTION							
Contract Rate	Black / White:	8.5" x 11"	\$0.10 / sheet	Color:	8.5" x 11"	\$1.20 / sheet	
		11" x 17"	\$0.20 / sheet		11" x 17"	\$2.00 / sheet	
		24" x 36"	\$3.00 / sheet		24" x 36"	\$20.00 / sheet	
Job Estimate							
	Number of Sheets						
	Black / White			Color			
Document Description	8.5" x 11"	11" x 17"	24" x 36"	8.5" x 11"	11" x 17"	24" x 36"	Number of Sets
a)							\$0.00
b)							\$0.00
c)							\$0.00
d)							\$0.00
Total Reproduction Costs							\$0.00

II. MILEAGE/TRAVEL			
Contract Rate	\$0.57 / mile (Current Federal Rate)		
Reason for Trip / Destination	Distance / Mileage (round trip)	Number of Trips	Cost
a) Pre-construction meeting	60	1	\$34.20
b) Community outreach meeting	60	1	\$34.20
c)			\$0.00
d)			\$0.00
e)			\$0.00
f)			\$0.00
g)			\$0.00
Total Mileage / Travel Costs			\$68.40

III. PERMIT REVIEW FEES	
Contract Rate	Cost
Description	Estimated Cost
a)	
b)	
Total Permit Review Fees	
\$0.00	

IV. SHIPPING/POSTAGE	
Contract Rate	Cost
Description	Estimated Cost
a)	
b)	
c)	
Total Shipping / Postage Costs	
\$0.00	

CHANGE ORDER NO. 1
to Task Authorization No. 2 dated _____
TRAFFIC ENGINEERING DATA SOLUTIONS, INC., Contractor

Project: SR421 Lighting

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
\$80,329.90	Substantial Completion: N/A
	Final Completion 227 days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
N/A	N/A
\$0	0 days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
\$80,329.90	Final Completion: 227 days
Net Increase (decrease) of this Change Order No. 1:	Changes in contract time requested this Change Order No. 1: (Requires Council Approval)
\$18,783.50	0 days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$99,113.40	Final Completion: 227 days

CHANGES ORDERED:

- I. **GENERAL:** This Change Order No. 1 is necessary to cover changes in the work to be performed under Task Authorization No. 2 of the Master Contract for Engineering Services entered into by and between the parties on February 14, 2017.
- II. **REQUIRED CHANGES:** To provide an increase of \$18,783.50 for additional Construction Engineering Inspection (CEI) services. No additional contract time will be required. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Additional CEI services are required to complete the SR421 Lighting project.
- IV. **PAYMENT:** Payment for this Change Order No. 1 shall be made in accordance with the terms of Task Authorization No. 2 of the Master Contract for Engineering Services dated February 14, 2017 subject to a limit up to but not to exceed \$18,783.50. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

ACCEPTED BY:
TRAFFIC ENGINEERING DATA SOLUTION, INC.
Contractor

By: _____
Printed Name: Larry A. Roberts
Title: Community Development Engineer

By:  _____
Printed Name: Deanna F. Ferrell
Title: President

Date Signed: _____

Date Signed: 10/01/2018

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CHANGE ORDER No. 01
To Task Authorization No. 002

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 002
Project Name: Construction, Engineering Inspection Services for
SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)
(FPN 435591-1-58-01)
TEDS Project Number: 10962
Date: September 18, 2018

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- This scope & fee proposal is provided to address that portion of the minimum CEI services required for the project over and beyond the budgeted amount originally estimated by the City staff, as approved by the City Council at their regular meeting of July 17, 2018.

SCOPE OF SERVICES

Task 2 – Supplemental Construction Engineering and Inspection Services

TEDS will retain AECOM to provide the supplemental portions of CEI services referenced within *Exhibit A – CEI SOS*, as generally outlined in the attached Man Hour Estimate.

FEES

TEDS shall conduct the work described in **Task2** above for a lump sum fee of **\$18,783.50**.

Attachments:

1. *Exhibit A – Construction Engineering and Inspection Scope of Services* (as prepared by the City)
2. Man Hour Estimate

7/1/2018

Any changes to this document must be submitted to the State Construction Office for review and approval prior to advertisement. Please ensure all revisions are submitted in track change format to minimize review time.

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5

Financial Project ID(s): 435591-1-58-01

Federal Project No.: FAN D517-050-B

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are:

Financial Project ID: 435591-1-58-01

Descriptions: SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5
County: Volusia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Local Agency's Responsible Charge and Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Local Agency. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Local Agency and the Contractor either directly or indirectly.

Other projects developing within the geographical area of Volusia county may be added at the Local Agency's discretion. The Consultant must perform to the satisfaction of the Local Agency's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the Local Agency.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Local Agency has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Local Agency and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of five (5) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and zero (0) calendar days to demobilize after final acceptance of the Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr.)	Start Date (Mo/Day/Yr.)	Duration (Days)
435591-1	06/14/18	08/06/18	227

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the Local Agency and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the Local Agency for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the Local Agency and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Project Manager: The Local Agency employee assigned to manage the Construction Engineering and Inspection Contract and

represent the Local Agency during the performance of the services covered under this Agreement.

- E. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website. (Not Applicable)
- F. Consultant: The Consulting firm under contract to the Local Agency for administration of Construction Engineering and Inspection services.
- G. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. CEI Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- I. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- J. District Construction Engineer: The administrative head of the District's Construction Offices.
- K. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- L. District Consultant CEI Manager: The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- M. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- N. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- O. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- P. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- Q. Districtwide Contract Compliance Specialist Consultant: The consultant hired under a separate agreement with the Department to ensure

contractors on multiple contracts are in compliance with the requirements of the Federal Highway Administration and USDOL.

- R. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- S. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- T. Public Information Office: The Department's office assigned to manage the Public Information Program.
- U. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.

5.0 ITEMS TO BE FURNISHED BY THE LOCAL AGENCY TO THE CONSULTANT:

- A. The Local Agency, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
 - 5. Invitation to Bid including the Lighting Analysis and As-Built furnished by a near conflicting HDD three conduit bundle identified as Tower Cloud.
 - 6. The EJCDC Construction Agreement
- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use. (Not Applicable)
- C. The Department will furnish and support the software packages for SiteManager. (Not Applicable)
- D. LAPIT

2.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.fdot.gov/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite. (Not Applicable)

All computer coding shall be input by Consultant personnel using equipment furnished by them.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Department will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:
<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm> (Not Applicable)

6.3 Field Office:

The Local Agency has temporary work space and meeting facilities with toilet rooms available within three miles of the Project. CEI may use the office space by appointment.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.

Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

3.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Local Agency's Construction Project Manager and Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated Local Agency project personnel of any design defects, reported by the contractor or observed by the consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

4.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the Department will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Department representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Department recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Department to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

5.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Local Agency action or direction.

Inform the designated Local Agency project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control: (Not Applicable)

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Local Agency will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Exception: Consultant must travel to Contractor's receiving yard to verify amount and conformance of delivered materials to plans and shop drawing submittals.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Local Agency will perform inspection and sampling of materials and components at locations remote from the project site and the Local Agency will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, conformance with plans, education, experience, etc.

The Department will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in an independent laboratory to the appropriate laboratory or appropriate local FDOT facility.

Input verification testing information and data into the Department's database using written instructions provided by the Department.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project.

Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and attend a Final Estimate informational conference call with the District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Specialist shall attend this meeting. (Not Applicable since CEI firm is pre-qualified.)

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm. (Not Applicable since CEI firm is prequalified.)

- (4) Schedule and attend SiteManager/EDMS informational meeting with the District Construction Office. Provide appropriate staff to attend and participate in this meeting. (Not Applicable)

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically. (Not Applicable)

- (5) Schedule and conduct a meeting with the District Construction Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance. (Not Applicable since no permits required.)
- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has

successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines. (Not Applicable since all project surface disturbances are smaller than one-acre.)

- (7) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (8) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (9) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities. Budget no more than eight hours this relocation service as it is unlikely to be required.

Identify, review, and track progress of Joint Project Agreements, and/or other Department and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination. (No Joint Project Agreements in this Contract.)

- (10) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Local Agency to make timely payment to the Contractor.

- (11) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement. If such services are required, they shall be compensated on an hourly basis.
- (12) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- (13) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (14) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Department's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the Department's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Department's representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.

- (15) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Local Agency.
- (16) .
- (17) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.6 Geotechnical Engineering:

1) Spread Footings:

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

6.0 PERSONNEL:

10.1 General Requirements:

Provide prequalified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Local Agency, the Local Agency will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Local Agency. Staff that has been removed shall be replaced by the Consultant within one week of Department notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary

qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Local Agency and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of

geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts

including

miscellaneous structures such as sign structures, lighting structures, and traffic signal

structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering

computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years-experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-PERSON/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a Resident Compliance Specialist on a construction project or two (2) years of assisting the Resident Compliance Specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

CEI BUILDING INSPECTOR/ ELECTRICAL- High School Graduate plus five (5) years' experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Department has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to demobilize, relocate, or terminate such forces.

7.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within fifteen (15) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All

records shall be kept at the primary job site and shall be subject to audit review.

8.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by CPAM.

Submit the Final Estimate(s) and one (1) set of Contractor's final "as-built plans" documenting the Contractor's work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the Local Agency.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II or higher.

Duly authorized representative of the Consultant firm will provide a signed and sealed certification on a form pursuant to Local Agency's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

9.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Local Agency five (5) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Department.

10.0 OTHER SERVICES:

Upon written authorization by the District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

11.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

12.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

13.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

14.0 LOCAL AGENCY AUTHORITY

The Local Agency shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

15.0 SERVICES NOT INCLUDED: a) Services to continuously inspect those items identified in the Standard Specifications as incidental construction: Longitudinal Horizontal Directional Drilling, Non-Structural Concrete driveway and sidewalk repair, and Performance Turf. b) Services to inspect Grounding Resistance Testing since it is not required for Conventional Lighting Projects. c) Services to provide a CEI inspector for 91 out of the 227-day project schedule which is the estimated lead time for delivery of specified poles. d) Services to provide a CEI inspector for 21 days of Event time when the Contractor will not be able to close lanes on Dunlawton. e) Services to provide a Worksite Traffic Supervisor since the Contractor must provide those services under Standard Specifications Section 105. f) Services to provide a CEI inspector for 10 days of the 227-day schedule allocated for franchise utility marking.

16.0 CLARIFICATION: While the CEI Inspector does not need to observe all horizontal directional drilling, he does need to be present for the first three days of horizontal directional drilling to determine if the Contractor is taking due care to honor locates and satisfy himself that the Contractor has the skill to direct the bore head effectively, and pull back and ream successfully. In the event the Contractor changes the methodology of horizontal directional drilling, the CEI Inspector must spend an additional three days to determine that the Contractor has appropriate skill to successfully drill, ream, and pull back using the different methodology.

17.0 TRAVEL: The local agency shall not pay for travel expenses.

18.0 AUDIT: The Consultant and any Sub-consultants shall provide audited rates for the types of personnel anticipated for service on this project. If Consultant has a

Financial Project ID (s): 435591-1-58-01

firmwide audit available, Consultant may provide that document as fulfilling the Audit requirements of this paragraph.

19.0 ATTACHMENTS (VIA SEPARATE TRANSMITTAL):

- Lane Closure Analysis Eastbound
- Lane Closure Analysis Westbound
- Project Plans
- As-Built Plans provided by Y-Comm for its Tower Cloud project.

End

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**

September 18, 2018

Handwritten signature/initials

TEDS PROJECT No.: 10962

TASK AUTHORIZATION No.: 002

CONTRACT DESCRIPTION: Master Contract for Engineering Services (February 14, 2017) **PROJECT DESCRIPTION:** Spruce Creek Road to SR 5 (US 1) (FPN 435591-1-58-01)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc. **ESTIMATE PREPARED BY:** Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Sr. Project Manager		CEI Sr. Project Engineer		CEI Sr. Inspector / Sr. Engineer Intern		CEI Resident Compliance		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$190.00	Rate/Hr:	\$83.00	Rate/Hr:	\$62.00	Rate/Hr:	\$55.00	Rate/Hr:	\$55.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 1 - Supplemental Construction Engineering and Inspection Services	19	3,420.00	14.5	2,755.00	129.5	10,748.50	30	1,860.00	0	0.00	0	0.00	193	18,783.50	97.32
Initial contracting (sub-consultant agreement)	0												0		
General project coordination	13												13		
Routine contract maintenance	6												6		
Prepare for and attend pre-construction meeting	0		0				0						0		
Attend community outreach meeting to answer questions	0		0										0		
CEI Services (during 117 days for installation of materials)			14.5		129.5		30						174		
TOTALS	19.0	3,420.00	14.5	2,755.00	129.5	10,748.50	30.0	1,860.00	0.0	0.00	0.0	0.00	193	18,783.50	97.32

LABOR

\$18,783.50

EXPENSES (Refer to backup provided on the following page)

I. REPRODUCTION	\$0.00
II. MILEAGE / TRAVEL	\$0.00
III. PERMIT REVIEW FEES	\$0.00
IV. SHIPPING / POSTAGE	\$0.00
SUB-TOTAL - EXPENSES	\$0.00

TOTAL LUMP SUM CONTRACT AMOUNT

\$18,783.50

CHANGE ORDER NO. 2
To Task Authorization No. 2 dated October 4, 2018
TRAFFIC ENGINEERING DATA SOLUTIONS, INC., Contractor

Project: SR421 Lighting

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$80,329.90	Original Contract Times Substantial Completion: N/A Final Completion 227 Days
Net changes from previous Change Order: No. 1: \$18,783.50	Changes in contract time from previous Change Orders: No. 1: 0 days
Contract Price prior to this Change Order: \$99,113.40	Contract Completion Date prior to this Change Order: Final Completion: 227 days
Net Increase (decrease) of this Change Order No. 2: \$137,290.79	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 153 days
Contract Price with all approved Change Orders: \$236,404.19	Contract Times with all approved Change Orders: Final Completion: 380 days

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under Task Authorization No. 2 of the Master Contract for Engineering Services entered into by and between the parties on February 14, 2017.
- II. REQUIRED CHANGES: To provide an increase of \$137,290.79 and 153 days for additional Construction Engineering Inspection (CEI) services. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Additional CEI services are required to complete the SR421 Lighting project.
- IV. PAYMENT: Payment for this Change Order No. 2 shall be made in accordance with the terms of Task Authorization No. 2 of the Master Contract for Engineering Services dated February 14, 2017 subject to a limit up to but not to exceed \$137,290.79. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: _____

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: _____
Printed Name: Deanna F. Ferrell
Title: President

Date Signed: _____

RECOMMENDED BY:
N/A
City's CEI Representative

By: _____
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: David King, PE
Title: Vice President

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7f) Approval of Amendment One to the Pop Warner Agreement

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve First Amendment to City of Port Orange Donation Exchange Transaction Agreement dated June 2, 2015 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: In 2015 the pop warner organization raised funds through grants and donations to make significant improvements to the football field at Coraci Park. At the time of the agreement certain amenities were listed. The purpose of this amendment is to update the list for accuracy. The donated press box was eliminated since it was determined that it could not meet the current wind loads as required. The weather pavilion was eliminated as all grant funds were expended on the other items and the organization could not find another sponsor to cover the costs. Pop Warner did expend the entire amount of grant as indicated in the agreement attached on upgrades to the facility. A full listing of those upgrades are also included in the attached agreement.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	FIRST AMENDMENT TO CITY OF PORT ORANGE DONATION EXCHANGE TRANSACTION AGREEMENT	FIRST AMENDMENT TO CITY OF PORT ORANGE DONATION EXCHANGE TRANSACTION AGREEMENT.pdf
2.	2015Port Orange Youth Football Association - Donation Exchange Transaction Agreement	2015Port Orange Youth Football Association - Donation Exchange Transaction Agreement.pdf

Susan Lovallo
Susan Lovallo
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 6/17/2019
Approved - 6/19/2019
Approved - 6/20/2019
Approved - 6/25/2019
Approved - 7/2/2019
Final Approval - 7/3/2019



FIRST AMENDMENT TO CITY OF PORT ORANGE DONATION EXCHANGE TRANSACTION AGREEMENT DATED JUNE 2, 2015

THIS AMENDMENT is entered into this ____ day of _____, 2019 by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PORT ORANGE YOUTH FOOTBALL ASSOCIATION, INC.**, a Florida nonprofit corporation whose principal address is 1648 Taylor Road, Suite 414, Port Orange, Florida 32124 (the "Association"). The City and the Association are hereinafter collectively referred to as the "Parties."

WHEREAS, the City and the Association entered into a Donation Exchange Agreement on June 2, 2015 (the "Agreement") wherein the City recognized the improvements to be made by the Association at Coraci Park by granting a credit toward certain parks and recreation fees; and

WHEREAS, the Association completed certain improvements in accordance with the Agreement while other improvements mentioned in the Agreement were abandoned; and

WHEREAS, the value of the completed improvements meets or exceeds the amount credited to the Association by the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is hereby amended to read as follows where strike-through (~~strike-through~~) shall be considered deletions from the original text of the Agreement:

The Association has agreed to finance, construct, or install the following improvements at Coraci Park:

- a. Grandstand seating donated by Daytona International Speedway, to include seats, structure, ramps, foundations, and electric/PA system.

b. ~~Press Box~~

c. Grandstand signage/mural recognizing donors

d. Asphalt/Concrete apron on both sides of the field for guests

e. Storage building

f. ~~All weather Pavilion~~

g. Restrooms

h. Concession stand

i. Fencing

2. The remaining terms and conditions set forth in the Agreement shall continue to be in full force and effect unless expressly amended herein.

3. Contract Construction. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Association and the City until this Amendment is signed by, notarized, and attested to on behalf of each party.

3. Authority to Sign. Each party signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to this Amendment.

Witnesses:

**PORT ORANGE YOUTH FOOTBALL ASSOCIATION,
INC.**

Printed Name: _____

By: _____
Shawn Holmes, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Shawn Holmes, as President of Port Orange Youth Football Association, Inc., a Florida nonprofit corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 004118]



CITY OF PORT ORANGE DONATION EXCHANGE TRANSACTION AGREEMENT

THIS AGREEMENT is entered into this 2 day of June, 2015 by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PORT ORANGE YOUTH FOOTBALL ASSOCIATION, INC.**, a Florida nonprofit corporation whose principal address is 1648 Taylor Road, Suite 414, Port Orange, Florida 32124 (the "Association"). The City and the Association are hereinafter collectively referred to as the "Parties."

WHEREAS, the Association was formed to provide young men and women the opportunity to participate in sports, especially football and cheerleading; and

WHEREAS, the Association is an affiliate of Pop Warner Little Scholars, Inc. ("Pop Warner");

WHEREAS, the Association provides youth football in Port Orange in cooperation with the City of Port Orange Parks and Recreation Department; and

WHEREAS, the City owns and maintains a sports complex located at 5200 Coraci Boulevard, Port Orange, Florida, commonly known as "Coraci Park"; and

WHEREAS, the Association desires to make various improvements to Coraci Park over the next three years in exchange for credit towards certain parks and recreation fees pursuant to Resolution 15-31, and as more specifically described herein; and

WHEREAS, the City Council has determined that this Agreement is in the best interest of the citizens of Port Orange.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the date this Agreement is executed by the last authorized signature and continuing until May 31, 2045.

2. For and in consideration of cash, material, labor, in-kind contributions, or a combination thereof totaling Two Hundred Forty-Six Thousand Four Hundred and 00/100 Dollars (\$246,400.00) granted to the City by the Association within three (3) years of the effective date of this Agreement to complete the improvements set forth in paragraph 3 below, the City agrees to grant the Association a credit of equal amount which may be used towards the payment of annual co-sponsor fees by the Association, in accordance with the terms and conditions herein. The City also agrees to grant the Association access and use of the west game field of Coraci Park for the purpose of conducting youth football games on each Saturday during the months of August through December each year, as well as a maximum of six (6) additional days each year, those dates to be agreed to in advance between the Association and the City's Parks and Recreation Director.

3. The Association has agreed to finance, construct, or install the following improvements at Coraci Park:

- a. Grandstand seating donated by Daytona International Speedway, to include seats, structure, ramps, foundations, and electric/PA system.
- b. Press Box
- c. Grandstand signage/mural recognizing donors
- d. Asphalt/Concrete apron on both sides of the field for guests
- e. Storage building
- f. All-weather Pavilion
- g. Restrooms
- h. Concession stand
- i. Fencing

j. Landscaping

k. Utilities modifications to serve improvements

4. The Parties agree that the credit referenced in paragraph 2 above shall be applied first to the annual co-sponsorship fees, currently at a rate of Two Thousand Dollars (2,000.00) for half year activities and Four Thousand Dollars (\$4,000.00) for year-round activities beginning in Fiscal Year 2014. (The term Fiscal Year shall be defined as that one year period beginning on October 1 and continuing until the September 30.) The Association shall be responsible for any increase in annual co-sponsorship fees; however, no annual co-sponsorship fee increase shall be applied to the Association within five (5) years of the effective date of this Agreement. The City shall annually account for the funds applied for payment of the co-sponsor fees at the annual rate established by the City Council pursuant to resolution, as may be amended from time to time. Upon depletion of the credited amount or expiration of this Agreement, whichever occurs first, the City shall invoice the Association for the shortfall.

5. Any and all proposed improvements shall be reviewed and approved by the City prior to the commencement of work. The Association shall provide sufficient evidence of the value of any improvements constructed or installed by the Association. All improvements constructed or installed at Coraci Park shall become the sole, exclusive property of the City.

6. The Association shall stripe the end zones and yardage markers prior to each game day.

7. The Association shall provide up to three portable restrooms, one of which shall be handicap accessible, each game day for use by sports participants and spectators, unless or until more permanent facilities are put in place.

8. The Association shall provide for trash removal during and at the end of each game day.

9. The Association shall adhere to safety practices and equipment standards for all participants for each game day. The Association shall immediately notify the City of any defects or potential dangerous conditions observed at Coraci Park. The Parks and Recreation Director shall have the authority

to cancel any and all activities held at Coraci Park due to safety concerns. In the events that the fields at Coraci Park are closed due to safety concerns, the City shall not be obligated to provide replacement or substitute fields for Association games or practices to be held.

10. In addition to this Agreement, on or before October 1 of each year Association shall enter into a Co-Sponsorship Agreement in substantially the same format as the Co-Sponsorship Agreement entered into on January 26, 2015. The annual Co-Sponsorship Agreement shall become a part of this Agreement as if entered into contemporaneously herewith. Failure to do so shall constitute a material breach of this Agreement. In the event of a conflict between the terms of this Agreement and the Co-Sponsorship Agreement, this Agreement shall control.

11. The Association shall maintain its affiliation in good standing with Pop Warner Little Scholars, Inc. for the duration of this Agreement.

12. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

13. Examination of Records. The Association agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after the termination of this Agreement, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Association involving transactions relating to this Agreement. The period of access for records, books, documents and papers which may relate to any arbitration, litigation, or other settlement of claims arising out of the performance of this Agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

14. Public Records Compliance: The Association shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the

public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Association upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure on the part of the Association to comply with public records laws shall constitute a breach of this Agreement.

15. Assignability of Agreement. Neither this Agreement, nor any part hereof, may be assigned by the Association to any other party without the express written approval of the City Council.

16. Contract Administration. The Parks and Recreation Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

17. Liability for Loss or Damage. The Association shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Association, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of this Agreement by the Association, its agents, servants and employees. The Association shall submit a full written report to the Administrative Services Director and Parks and Recreation Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, the Association agrees as follows:

a. The Association will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of the Association. The Association agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Association agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

b. The Association shall state in all solicitations or advertisements for employees placed by or on behalf of the Association that the Association is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. The Association shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every purchase order of over \$10,000 so that the provisions will be binding upon each vendor.

19. Integration. This Agreement and any documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto, and shall expressly supersede the previous agreement between the Parties entered into on September 23, 2014.

20. Previous Agreement. This Agreement shall expressly supersede and replace the previous agreement between the Parties entered into on September 23, 2014.

21. Notice. For the purposes of this Agreement, notices shall be sent as follows:

City: City of Port Orange

Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Association: Port Orange Youth Football Association, Inc.
Attention: President
1648 Taylor Road, Suite 414
Port Orange, Florida 32124
(386) 304-8399

Any notice or other communication given under this Agreement shall be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days prior written notice to the other party.

22. Contract Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Association and the City until this Agreement is signed by, notarized, and attested to on behalf of each party.

23. Authority to Sign. Each party signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

Witnesses:

PORT ORANGE YOUTH FOOTBALL ASSOCIATION, INC.

Barbara Allman

Printed Name: Barbara Allman

By: Marc D. Campbell
Marc Campbell, President

Sandra Woodman

Printed Name: Sandra Woodman

Date: 6-2-15

STATE OF FLORIDA
COUNTY OF VOLUSIA

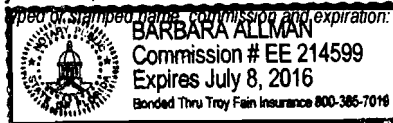
The foregoing instrument was acknowledged before me this 2nd day of June, 2015, by Marc Campbell, as President of Port Orange Youth Football Association, Inc., a Florida nonprofit corporation, and who:

[Notar] Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Barbara Allman
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell

Printed Name: FRANCES GOSNELL

By: [Signature]

Allen Green, Mayor

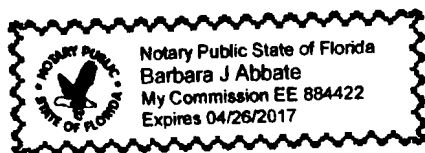
[Signature]

Printed Name: Barbara J. Abbate

Date: 6/2/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of June, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell

Printed Name: FRANCES GOSNELL

By: [Signature]

Robin L. Fenwick, CMC, City Clerk

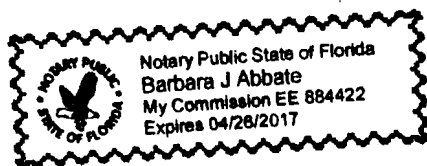
[Signature]

Printed Name: Barbara J. Abbate

Date: 6/2/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of June, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[CA 004118]

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7g) Approval of Amendment One to the Port Orange Baseball Club agreement

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve First Amendment to the Agreement Between the City of Port Orange and the Port Orange Baseball Club and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: In 2014 the Baseball Club raised money and in-kind services to assist in the renovations of the Gale Lemerand field. The city recently raised their partner fee from \$4,000 a year \$6,688 a year and the panthers would like to adjust there agreement to meet the new fee and shorten the time frame of the agreement.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	FIRST AMENDMENT TO AGREEMENT WITH POBC	FIRST AMENDMENT TO AGREEMENT WITH POBC.pdf
2.	2014 Port Orange Baseball Club, Inc	2014 Port Orange Baseball Club, Inc.pdf
3.	amendmentonerequestpanthers	amendmentonerequestpanthers.pdf

Susan Lovallo
Susan Lovallo
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 6/19/2019
Approved - 6/19/2019
Approved - 6/27/2019
Approved - 7/3/2019
Approved - 7/5/2019
Final Approval - 7/5/2019



**FIRST AMENDMENT TO AGREEMENT
BETWEEN CITY OF PORT ORANGE AND
PORT ORANGE BASEBALL CLUB, INC.
DATED SEPTEMBER 23, 2014**

THIS AMENDMENT is entered into this ____ day of _____, 2019 by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PORT ORANGE BASEBALL CLUB, INC.**, a Florida nonprofit corporation whose principal address is 3836 Sunset Cove Drive, Port Orange, Florida 32129 (the "Association"). The City and the Association are hereinafter collectively referred to as the "Parties."

WHEREAS, the City and the Association entered into an Agreement on September 23, 2014 (the "Agreement") wherein the City recognized the cash donations and in-kind engineering services made by the Association by granting a credit to the Association to be used towards certain parks and recreation fees; and

WHEREAS, the City has increased its parks and recreation fees as contemplated by Section 7 of the Agreement; and

WHEREAS, this Amendment is needed to apply the modified parks and recreation fees and shorten the term of the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. As of the date of this Amendment, the Association has used Twenty Thousand and No/100 (\$20,000.00) Dollars of the Thirty-Six Thousand Five Hundred and No/100 (\$36,500.00) Dollars credited to the Association by the City.

2. Beginning on October 1, 2019, the annual parks and recreation fee for use of the Spruce Creek Road Park baseball fields by the Association, as defined by the Agreement, shall increase to Six Thousand Six Hundred Eighty-Eight and No/100 (\$6,688.00) Dollars.

3. The Association may continue to use its remaining credit amount balance of Sixteen Thousand Five Hundred and No/100 (\$16,500.00) Dollars to pay its annual parks and recreation fee. Upon depletion of the remaining credit amount balance, the Association shall pay any remaining balance due and owing to the City for parks and recreation fees.

4. The term of the Agreement is hereby modified to expire on September 30, 2021.

5. The remaining terms and conditions set forth in the Agreement shall continue to be in full force and effect unless expressly amended herein.

6. Contract Construction. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Association and the City until this Amendment is signed by, notarized, and attested to on behalf of each party.

7. Authority to Sign. Each party signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to this Amendment.

Witnesses:

PORT ORANGE BASEBALL CLUB, INC.

Printed Name: _____

By: _____
Mike Navarra, President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Mike Navarra, as President of Port Orange Baseball Club, Inc., a Florida nonprofit corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 004118]



CITY OF PORT ORANGE Agreement

This Agreement is entered into this 23 day of September, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PORT ORANGE BASEBALL CLUB, INC.**, a Florida corporation whose principal address is 3836 Sunset Cove Drive, Port Orange, Florida 32129 (the "Association"). (The City and the Association are collectively referred to herein as the "Parties.")

WHEREAS, the Association was formed for the purposes of developing, regulating and promoting competitive baseball, softball and other sport related activities at the amateur level, including but not limited to organization of teams for the development and promotion of competitive baseball, softball and other sports; and

WHEREAS, the Association provides youth baseball, softball and other sport related activities in Port Orange in cooperation with the City of Port Orange Parks and Recreation Department; and

WHEREAS, the City owns and maintains a recreational facility known as Spruce Creek Road Park, located at 481 Central Park Boulevard, Port Orange, Florida; and

WHEREAS, the Association desires to utilize the L. Gale Lemerand Field and the South Field of Spruce Creek Road Park for the purpose of conducting youth baseball, softball and other sport related activities, including regular home games, practices and tournaments; and

WHEREAS, the City Council recognizes the community benefit of allowing for co-sponsorship sports group to utilize the City's facilities and provide a variety of competitive sports for the City's youth; and

WHEREAS, the Port Orange City Council has determined that the execution of this Agreement is beneficial to the citizens of Port Orange.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period of nine (9) years, commencing on the date this Agreement is executed by both of the Parties and continuing until September 30, 2022.
2. Premises. In return for the donations set forth below, the City agrees to provide usage the L. Gale Lemerand Field and the South Field located at Spruce Creek Road Park (collectively the "Premises") to Association according to the terms and conditions herein.

3. The City acknowledges that on May 17, 2014, the Association appeared before City Council made a cash donation to the City the amount of Twenty Thousand and No/100 Dollars (\$20,000.00).

4. In addition, to the cash donation set forth in the preceding paragraph, by entering into this Agreement, the Association covenants and agrees that it shall make two additional cash donations to the City in the amount of Five Thousand and No/100 Dollars (\$5,000.00) on or before January 1, 2015, and another Five Thousand and No/100 Dollars (\$5,000.00) on or before January 1, 2016.

5. The City acknowledges that Universal Engineering Services has made a material donation to the City in the form of engineering services consisting of borings/samples at the All Children's Park Baseball Field with a value of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00).

6. Upon receipt, the donations provided for herein shall constitute the sole and exclusive property of the City.

7. The Parties agree that the value of donations received by and to be received by the City from the Association and Universal Engineering Services shall be applied by the City to annual co-sponsor fees, currently at the rate of Four Thousand and No/100 Dollars (\$4,000.00) per Fiscal Year, beginning in Fiscal Year 2014. (The term "Fiscal Year" shall be defined as that one year period beginning on October 1 and continuing until the following September 30.) The parties acknowledge that the annual co-sponsor fee may be modified by Resolution of the City Council. In the event that the co-sponsor fee is modified by City Council, each of the Parties hereto shall have the opportunity to agree to or decline the fee modification by amendment to this Agreement. The Association shall be responsible for any increase in the annual co-sponsor fee. The City shall annually account for the funds applied for payment of the co-sponsor fees at the annual rate established from time to time by the City Council pursuant to resolution. Upon depletion of the \$36,500.00 donation, the City shall invoice the Association for the shortfall. Invoices shall be due and payable to the City within thirty (30) days after invoicing.

8. Insurance. Association shall maintain general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) during the life of this Agreement. Association shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. Policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Association shall not commence any sporting activities under this Agreement until the City has received a certificate of insurance and endorsement evidencing the required insurance. Association shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

9. The Association shall maintain its active corporate status with the Florida Department of State in remain on good standing during the duration of the Agreement.

10. Upon prior approval by the City Council, the Association may install additional equipment at the Premises. The parties acknowledge that in such event, the additional equipment shall become the sole and exclusive property of the City.

11. The Association shall stripe the Premises prior to each game day, practice day and tournament day.

12. The Association shall provide for trash removal during and at the end of each game day, practice day and tournament day.

13. The Association shall adhere to safety practices and equipment standards for all participants for each game day, practice day and tournament day.

14. In addition to this Agreement, on or before October 1 of each year Association shall enter into a Co-Sponsorship Agreement in substantially the same format as the Co-Sponsorship Agreement entered into on September 27, 2013. The annual Co-Sponsorship Agreement shall become a part of this Agreement as if entered into contemporaneously herewith. Failure to do so shall constitute a material breach of this Agreement. In the event of a conflict between the terms of this Agreement and the Co-Sponsorship Agreement, this Agreement shall control.

15. Association shall comply with all federal, state, county, and local statutes, ordinances, regulations, and rules at all times that Association is utilizing the Premises for practices, games or tournaments. The City shall retain the right to routinely monitor the Premises during practices, games and tournaments to ensure Association's adherence to all rules and regulations.

16. The City shall retain the right to cancel any practice, game or tournament due to unsafe field conditions or insufficient proof of unauthorized activities.

17. The Association shall be prohibited from representing itself to be the owner or sole user of the Premises.

18. Termination for Default. Either party may terminate this Agreement, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein, after first providing written notice to the offending party and providing for a period of thirty (30) days to cure such default.

19. Examination of Records. The Association agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right

to examine and copy any pertinent books, documents, papers and records of the Association involving transactions related to this Agreement. The period of access for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

20. Public Records Compliance: The Association shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Association upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure on the part of the Association to comply with public records laws shall constitute a breach of this Agreement.

21. Assignability of Agreement. Neither this Agreement, nor any part hereof, may be assigned by the Association to any other party without the express written approval of the City Council.

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

23. Agreement Administration. The Parks and Recreation Director shall perform administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."

24. Liability for Loss or Damage. Association shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Association, his/its agents, servants

and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of this Agreement by Association, its agents, servants and employees. Association shall submit a full written report to the Administrative Services Director and the Parks and Recreation Director of the City within twenty-four (24) hours following the occurrence of such damage, loss or injury.

25. Non-discrimination. During the performance of this Agreement, Association agrees as follows:

(a) Association shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of the Association. Association agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Association agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Association shall state in all solicitations or advertisements for employees placed by or on behalf of Association that Association is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Association shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every purchase order of over \$10,000 so that the provisions will be binding upon each vendor.

26. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

27. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

28. Additional Provisions. As may have been outlined in any attachments or exhibits to this Agreement, whether delivered herewith or subsequently approved as a part hereof.

29. Integration. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Association: Port Orange Baseball Club, Inc.
Attention: President
3836 Sunset Cove Drive
Port Orange, Florida 32129

Any notice or other communication given under the Agreement shall be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Association and the City until the City signs this Agreement.

32. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

PORT ORANGE BASEBALL CLUB, INC.

[Signature]
Printed Name: Jake Cochran

By: [Signature]
Mike Navarra, President

[Signature]
Printed Name: Carleen M. Eberhardt

Date: 9/23/14

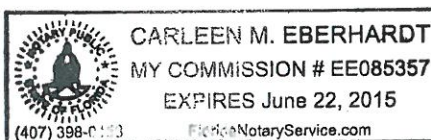
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2014, by Mike Navarra, as President of Port Orange Baseball Club, Inc., a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Theresa Gutierrez
Printed Name: Theresa Gutierrez

By: Allen Green
Allen Green, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 9/23/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23 day of Sept., 2014, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Theresa Gutierrez
Printed Name: Theresa Gutierrez

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 9/23/14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23 day of Sept., 2014, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 4494]

Baseball Port Orange Club
Board of Directors
Port Orange FL
386 5660654

4-29-2019

City of Port Orange
Parks and Recreation

To whom it may concern,

We are requesting that the increase in partner fees be charged to our account for donations we made to the city. This contract is through 2022,

Our season begins in January every year and we did not budget for the fee increase in this year's budget, because the Parks and Recreation board did not have an amount or a date of occurrence set.

Thank You

Michael Navarra
President POBC



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B7h) Approval of Change Order #4 to Standard Contract for Services with Remedy Intelligent Staffing, LLC.

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the Remedy Intelligent Staffing, LLC. Change Order #4 in the amount of \$65,000.

SUMMARY: The City currently uses temporary employee staffing services to assist with either a temporary increase in volume/workload or to provide a transitional gap when an employee is on an extended leave. The original contract was signed in 2015 and is valid through January 2020. The original contract authorized in 2015 an annual expenditure authority of \$75,000. In April 2015, a change order was completed to increase this annual expenditure limit by \$15,000. In August 2015, a second change order was completed to increase the annual expenditure limit by another \$10,000. This brought the annual expenditure limit to \$100,000. In 2016, a third change order was completed for Fiscal Year 2016 only to increase the expenditure limit by \$25,000.

In addition to regular utilization of temporary services, the City has been budgeted and authorized to fill additional temporary vacancies for the ERP project to assist with implementation. Most of these temporary employees are being run through Remedy Intelligent Staffing Agency. The budget available for these positions total \$308,000. This increase in usage is above our normal need for temporary services, which is anticipated to exceed the annual expenditure authority of \$100,000. Staff is requesting an additional expenditure authority of \$65,000 in Fiscal Year 2019 to ensure appropriate authority is in place through the end of the fiscal year.

Staff is currently preparing terms for an RFP to be released later this calendar year.

Project No.: Funding Account No.: XXX-XXXX-XXX-34.15

Presenter: Jamie Miller

ATTACHMENTS:

1.	Remedy Change Order No 4	Remedy Change Order No 4.pdf
2.	TEMP AGENCY TRACKING FY 19	TEMP AGENCY TRACKING FY 19.xlsx

Heather Carrizales
Jamie Miller
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 6/25/2019
Approved - 6/26/2019
Approved - 6/27/2019
Approved - 7/2/2019
Approved - 7/5/2019
Final Approval - 7/5/2019

CHANGE ORDER NO. 4
To Standard Contract for Services dated January 28, 2015
REMEDY INTELLIGENT STAFFING, LLC, Contractor

Project: Temporary Employee and Employee Leasing Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$75,000 Annually	Original Contract Times Final Completion Date: January 19, 2018
Net changes from previous Change Order: No. 1: \$15,000 Annually No. 2: \$10,000 Annually No. 3: \$25,000 for FY 16 only \$25,000	Changes in contract time from previous Change Orders: N/A Contract Renewed per Contract Terms by Extension Agreement No. 1 dated December 5, 2017. Contract to continue through January 19, 2020.
Contract Price prior to this Change Order: \$100,000 Annually	Contract Completion Date prior to this Change Order: Final Completion: January 19, 2020
Net Increase (decrease) of this Change Order No. 4: \$65,000	Changes in contract time requested this Change Order No. 4: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$165,000	Contract Times with all approved Change Orders/Extension Agreement: Final Completion: January 19, 2020

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on January 28, 2015.
- II. REQUIRED CHANGES: To provide for a \$65,000 increase to the FY 19 expenditure cap for temporary employee and employee leasing services through Remedy Intelligent Staffing.
- III. JUSTIFICATION: Additional funding needed for operational temporary employee and employee leasing services due to increased usage as a result of the ERP project implementation.
Changes in scope require Council approval. Is this a scope change? No.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$165,000. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

JAMIE MILLER

Department Project Manager

ACCEPTED BY:

REMEDY INTELLIGENT STAFFING, LLC

Contractor

By: _____

Printed Name: Jamie Miller

Title: Administrative Services Director

By: _____

Printed Name: Paul Galleberg

Title: Secretary

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Jamie Miller
Title: Administrative Service Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

Dept	Temp Name	10/2/2014	10/9/2014	10/16/2014	10/23/2014	10/30/2014	11/6/2014	11/13/2014	11/20/2014	11/27/2014	12/4/2014	12/11/2014	12/18/2014	12/25/2014	1/1/2015	1/8/2015
Parks & Rec																
	William Hurtado	\$307.44														
	Juan Navarro	\$307.44	\$400.77	\$384.30	\$384.30	\$378.81	\$384.30									
	Richard Kortez		\$32.91									\$186.49				
	Veronica Roberts						\$81.27				\$87.08					
	Derrick Hall							\$153.72								
	Afred Mott									\$285.48		\$76.86				
	Carl Beauchamp															
	SUMMER REC															
Public Works																
	Derrick Hall	\$513.60	\$102.72													
	Joseph McMillan	\$205.44														
	Afred Mott	\$205.44							\$153.72		\$307.44					
	Edmond Williams	\$205.44														
	Willie Jones															
	Yvonne Widrick															
Public Utilities																
	Jerry Winder	\$941.70	\$941.70	\$922.35	\$719.18	\$748.20	\$738.53	\$699.83	\$873.98	\$193.50	\$748.20	\$187.05	\$0.00	\$303.15	\$270.90	
Comm Dev																
	Olivia Kifer	\$516.00	\$516.00	\$464.00	\$464.40	\$516.00	\$516.00	\$441.83	\$503.10	\$309.60						
	Monique Miskimon															
Administrative Services																
	Claudine Khouri															
POG/CITY ATTORNEY																
	James Murrison	\$626.34	\$642.40	\$517.94	\$634.37	\$642.40	\$626.34	\$513.92	\$626.34	\$337.26	\$610.28					

GRAND TOTAL

1/15/2015 1/22/2015 1/29/2015 2/5/2015 2/12/2015 2/19/2015 2/26/2015 3/5/2015 3/12/2015 3/19/2015 3/26/2015 4/2/2015 4/9/2015 4/16/2015 4/23/2015 4/30/2015 5/7/2015 5/14/2015 5/21/2015 5/28/2015 6/4/2015

\$173.91

\$89.76

\$108.05

\$89.76

\$322.19 \$411.30 \$548.40 \$507.27 \$548.40 \$548.40 \$548.40 \$548.40 \$761.94

\$186.13

\$357.36 \$357.36 \$245.69 \$282.91 \$96.79

6/11/2015	6/18/2015	6/25/2015	7/2/2015	7/9/2015	7/16/2015	7/23/2015	7/30/2015	8/6/2015	8/13/2015	8/20/2015	8/27/2015	9/3/2015	9/10/2015	9/17/2015	9/24/2015	TOTAL
																\$307.44
																\$2,239.92
																\$219.40
																\$342.26
																\$153.72
																\$362.34
																\$89.76
\$254.24	\$45.92	\$6,684.11	6,724.40	5,545.08	6,147.56	5,930.26	5,605.00	6,039.20	6,415.23							\$49,499.05
																\$0.00
																\$53,213.89
																\$616.32
																\$205.44
																\$666.60
																\$205.44
																\$89.76
																596.8
																596.8
																596.8
																596.8
																596.8
																589.34
																596.8
																477.44
																596.8
																\$5,244.38
																\$7,027.94
																\$8,288.27
																\$0.00
																\$8,288.27
																\$4,246.93
																\$4,744.70
																\$0.00
																\$8,991.63
																\$1,526.24
																\$0.00
																\$0.00
																\$1,526.24
																\$5,777.59
																\$5,777.59
																\$84,825.56

<u>Dept</u>	<u>Temp Name</u>	<u>Duration</u>	<u>Title</u>	<u>PO #</u>	<u>5/21/2016</u>	<u>5/28/2016</u>
Parks & Rec						
Summer Hires						
	Taylor Payne					
Public Works						
	Nancy Mandt		CSR I			
Public Utilities						
	Carolyn Hall		Lab Tech			
Comm Dev						
	Barbara Daughtry					
Administrative Services						
	Tim Desgroseilliers		PC Tech		\$326.04	
	Megan Asher		HR Temp		\$792.00	\$762.30
POG/CITY ATTORNEY						

GRAND TOTAL

<u>6/4/2016</u>	<u>6/11/2016</u>	<u>6/18/2016</u>	<u>6/25/2016</u>	<u>7/2/2016</u>	<u>7/9/2016</u>	<u>7/16/2016</u>	<u>7/23/2016</u>	<u>7/30/2016</u>
\$856.62		\$8,102.96	\$8,131.69	\$8,204.08	\$6,432.39	\$8,714.08	\$8,667.95	\$8,505.19
								\$332.64



	\$226.56	\$531.00	\$566.40	\$566.40	\$453.12	\$545.16	\$566.40	\$566.40



\$792.00	\$792.00	\$653.40	\$792.00	\$821.70	\$742.50	\$851.40	\$940.50	\$792.00
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<u>Dept</u>	<u>Temp Name</u>	<u>Duration</u>	<u>Title</u>	<u>PO #</u>	<u>9/26/2015</u>	<u>10/3/2015</u>
Parks & Rec						

Public Works

Public Utilities

Comm Dev

Administrative Services						
	Jason Weibord	6-8 weeks	PC Tech		\$570.07	\$721.74

POG/CITY ATTORNEY

GRAND TOTAL

<u>Dept</u>	<u>Temp Name</u>	<u>Duration</u>	<u>Title</u>	<u>PO #</u>	<u>1/8/2018</u>	<u>1/15/2018</u>
Parks & Rec						
	Anthony King		Maintenance			
	Dwuan King		Maintenance			
Public Works						
	Nancy Mandt		CSR I			
	Tonya Witt		CSR I			
	Yvonne Widrick		CSR I			
	Anthony Hayes		Maintenance			
	Daniel Hebert		Maintenance			
	Henry Randall		Maintenance			
	Manuel Pagan		Maintenance			
Fire & Rescue						
	April Dawson		Admin Asst			
	Sophie Zuppe		Admin Asst			
Comm Dev						
	Sophie Zuppe		Staff Asst			
	Merle Duarte		Admin Asst		\$350.53	\$596.64
	Jerry Winder		Field Counter			\$303.60
	Elaine Meeks		Staff Asst			
Administrative Services						
	Megan Asher		HR Temp			
Finance						
	Beverly Wrinn		Accts Receivable			
	Maryann Parent					

GRAND TOTAL

<u>1/22/2018</u>	<u>1/29/2018</u>	<u>2/5/2018</u>	<u>2/12/2018</u>	<u>2/19/2018</u>	<u>2/26/2018</u>	<u>3/5/2018</u>	<u>3/12/2018</u>	<u>3/19/2018</u>
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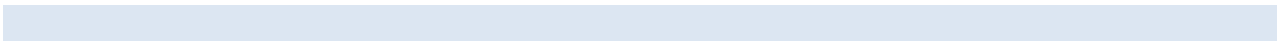
\$563.08	\$574.27	\$578.00	\$596.64	\$566.81	\$432.56	\$357.98	\$357.98	\$357.98
\$607.25	\$636.97		\$184.80					

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					\$151.54	378.84	\$378.84	\$378.84
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<u>3/26/2018</u>	<u>4/2/2018</u>	<u>4/9/2018</u>	<u>4/16/2018</u>	<u>4/23/2018</u>	<u>4/30/2018</u>	<u>5/7/2018</u>	<u>5/14/2018</u>	<u>5/21/2018</u>
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\$259.56	\$648.91	\$348.91	\$648.91					
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					\$259.56	\$502.91	\$535.35	\$551.58
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						\$85.80		
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\$378.84	378.84	378.84	378.84	378.84				
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<u>7/30/2018</u>	<u>8/6/2018</u>	<u>8/13/2018</u>	<u>8/20/2018</u>	<u>8/27/2018</u>	<u>9/3/2018</u>	<u>9/10/2018</u>	<u>9/17/2018</u>	<u>9/24/2018</u>
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\$581.72

\$297.99

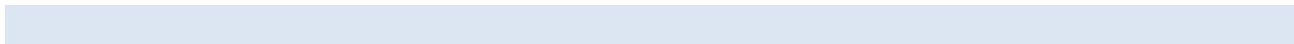
\$554.40

\$710.43

\$339.57

\$554.40

\$720.83



TOTAL



\$267.30

\$356.40

\$623.70



\$5,392.13

\$1,215.65

\$350.62

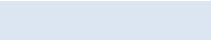
\$297.99

\$554.40

\$710.43

\$1,614.80

\$10,136.02



\$679.86

\$1,906.29

\$2,586.15



\$5,434.64

\$6,488.45

\$1,818.42

\$382.42

\$14,123.93



\$2,833.88

\$0.00

\$2,833.88



\$4,677.75

\$3,182.26

\$7,860.01

\$38,163.69

<u>Dept</u>	<u>Temp Name - ID#</u>	<u>Duration</u>	<u>Title</u>	<u>PO #</u>	<u>10/1/2017</u>
Parks & Rec					
	Anthony King		Maintenance		
	Benjamin Blade		Intern		
	Corey Blackmon				
	Thaylon Lewis				
	Charles Farrell		Maintenance		
	Jeffrey Hull				
	Dwuan King		Maintenance		
Public Works					
	Nancy Mandt		CSR I		\$477.31
	Gregory Harris		Maintenance		
	Dimitri Harrison		Maintenance		
	Anthony Hayes		Maintenance		\$332.64
	Dakota Duncan		Maintenance		
	Terence Griffin		Maintenance		
	Marie Duda				
	Kyle Davis		Maintenance		
	Justin Sanders		Maintenance		
	Wesley Hayes		Maintenance		
	Mazen Subhi		Maintenance		
	Carl Ybarra		Maintenance		
	Daniel Hebert		Maintenance		\$658.42
	Henry Randall		Maintenance		\$554.40
	Mark Porter		Maintenance		
	Manuel Pagan		Maintenance		\$887.26
	Jonathan Reed		Maintenance		
Fire & Rescue					
	April Dawson		Admin Asst		
	Sophie Zuppe		Admin Asst		
Comm Dev					
	Sophie Zuppe		Staff Asst		
	Merle Duarte		Admin Asst		
	Jerry Winder		Field Counter		
	Elaine Meeks		Staff Asst		
City Attorney's Office					
	Savannah Sharp		Intern		
	Joshua Rivera				
Finance					
	Beverly Wrinn		Accts Receivable		
	Danielle Plummer		Customer Service		
	Klaudia VanZyL		Customer Service		
	McMullin, Kathleen		Customer Service		
	Maryann Parent				

Police

Debbie Grabowski	Sr Admin Asst
Michael Resue	Custodian
McMullin, Kathleen	

GRAND TOTAL



12/3/2017 12/10/2017 12/17/2017 12/24/2017 12/31/2017 1/7/2018 1/14/2018 1/21/2018



\$554.40 \$401.94 \$554.40

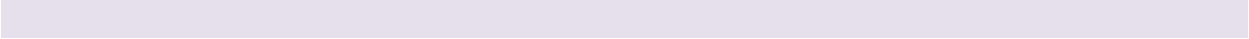
\$332.64





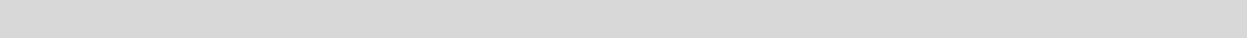
\$886.72

1/28/2018 2/4/2018 2/11/2018 2/18/2018 2/25/2018 3/4/2018 3/11/2018 3/18/2018



\$730.73 \$582.40





919.56

[illegible]





580.8 464.64 471.9

7/22/2018	7/29/2018	8/5/2018	8/12/2018	8/19/2018	8/26/2018	9/2/2018	9/9/2018	9/16/2018
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\$332.64	\$332.64	\$332.64	\$332.64		\$363.69	\$560.68		
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606.14	606.14	484.92	606.14		606.14	\$606.14	484.92	484.92
151.54								
								259.56
	606.14	242.46	583.41					
	560.68	606.14	363.69		606.14	\$598.57	197	
	598.57	363.69	484.92		606.14	\$484.92	484.92	606.14
								606.14
								606.14

606.14	606.14	606.14	575.84		606.14	\$606.14	484.92	\$606.14
606.14	606.14		606.14		606.14	\$606.14	\$484.92	\$606.14

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582.4	728	728	728		728			
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320.87								
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566.28	606.14	606.14	606.14	606.14	484.92	606.14
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\$5,210.73

9/23/2018 9/30/2018 TOTAL

			\$0.00
			\$1,244.43
\$422.40	\$528.00		\$950.40
\$191.40			\$191.40
			\$1,948.32
			\$924.37
			\$0.00
			\$5,258.92
			\$3,288.98
			\$4,019.40
			\$2,065.14
			\$332.64
606.14	606.14		\$6,910.03
			\$746.32
259.56	259.56		\$778.68
			\$1,432.01
			\$2,932.22
606.14	484.92		\$4,720.36
617.51	606.14		\$1,829.79
606.14	606.14		\$1,818.42
			\$4,234.30
			\$554.40
\$606.14	\$606.14		\$11,607.62
		\$495.00	\$3,766.29
\$484.92	\$606.14		\$11,516.70
			\$62,553.30
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$15,864.03
528			\$528.00
			\$16,392.03
			\$0.00
			\$2,156.52
			\$1,365.54
			\$320.87
			\$0.00
			\$3,842.93

		\$1,806.28
484.92	484.92	\$6,569.08
		\$0.00
		\$96,422.54

<u>Dept</u>	<u>Temp Name - ID#</u>	<u>Title</u>
Parks & Rec		
	Last Name, First Name	Custodian
Public Works		
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
	Last Name, First Name	Maintenance Worker
Police		
	Last Name, First Name	SR Admin Assistant
HR		
	Last Name, First Name	HR ERP Support Specialist
Comm Dev		
	Last Name, First Name	Staff Assistant
City Attorney's Office		
	Last Name, First Name	Admin Assistant
Finance		
	Last Name, First Name	Customer Service Rep
	Last Name, First Name	Customer Service Rep
	Last Name, First Name	Customer Service Rep
	Last Name, First Name	Finance ERP Support Specialist
IT		
	Last Name, First Name	IT Temp Staff
	Last Name, First Name	IT Temp Staff
	Last Name, First Name	IT Temp Staff
	Last Name, First Name	IT ERP Support Specialist

GRAND TOTAL

<u>10/1/2018</u>	<u>10/8/2018</u>	<u>10/15/2018</u>	<u>10/22/2018</u>	<u>10/29/2018</u>	<u>11/5/2018</u>	<u>11/12/2018</u>	<u>11/19/2018</u>
\$528.00							
\$606.14	\$11.37						
\$606.14	\$617.51	\$606.14	\$484.92	\$484.80	\$606.00	\$606.00	\$606.00
\$606.14	\$583.41						
\$484.92							
\$528.00							
\$495.00							
\$606.14							
\$484.92	\$606.14	\$606.14	\$484.92	\$606.00	\$484.80	\$606.00	\$560.55
\$606.14	\$484.92	\$606.14	\$606.14	\$121.20			
\$259.56	\$251.45	\$129.78	\$259.56	\$259.52	\$324.40	\$389.28	
\$5,811.10	\$2,554.80	\$1,948.20	\$1,835.54	\$1,471.52	\$1,415.20	\$1,601.28	\$1,166.55

<u>11/26/2018</u>	<u>12/3/2018</u>	<u>12/10/2018</u>	<u>12/17/2018</u>	<u>12/24/2018</u>	<u>12/31/2018</u>	<u>1/7/2019</u>	<u>1/14/2019</u>
\$363.60	\$363.60						
	\$259.52	\$259.52					
			\$728.00	\$755.30	\$455.00	\$591.50	\$664.30
						\$65.06	
						\$65.06	
\$363.60	\$623.12	\$259.52	\$728.00	\$755.30	\$585.12	\$591.50	\$664.30

<u>1/21/2019</u>	<u>1/28/2019</u>	<u>2/4/2019</u>	<u>2/11/2019</u>	<u>2/18/2019</u>	<u>2/25/2019</u>	<u>3/4/2019</u>	<u>3/11/2019</u>
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				\$648.80	\$519.04	\$648.80	\$129.76
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\$755.30	\$591.50	\$582.40	\$728.00	\$691.60	\$691.60	\$728.00	\$546.00
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		\$433.75					
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			\$52.05				
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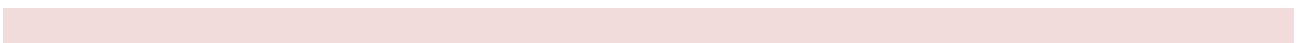
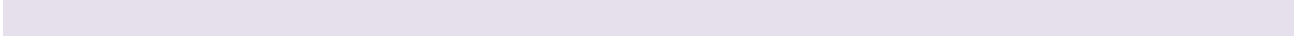
				\$69.40			
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		\$433.75					
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\$755.30	\$591.50	\$1,449.90	\$780.05	\$1,409.80	\$1,210.64	\$1,376.80	\$675.76
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	3/18/2019	3/25/2019	4/1/2019	4/8/2019	4/15/2019	4/22/2019	4/29/2019	5/6/2019
					\$338.00	\$338.00	\$350.67	\$422.50
	\$728.00	\$637.00	\$455.00	\$418.60	\$582.40	\$618.80	\$500.50	\$728.00
				\$605.60	\$605.60	\$628.31	\$605.60	\$598.03
					\$275.38	\$317.94	\$280.09	\$439.06
	\$728.00	\$637.00	\$455.00	\$1,024.20	\$1,801.38	\$1,903.05	\$1,736.86	\$2,187.59

7/15/2019 7/22/2019 7/29/2019 8/5/2019 8/12/2019 8/19/2019 8/26/2019 9/2/2019 9/9/2019



\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

9/16/2019 9/23/2019 9/30/2019 TOTAL

\$528.00

\$528.00

\$617.51

\$4,617.51

\$1,189.55

\$484.92

\$528.00

\$495.00

\$606.14

\$5,166.67

\$2,424.54

\$1,106.64

\$975.99

\$1,721.44

\$238.23

\$20,172.14

\$3,822.00

\$3,822.00

\$4,235.97

\$4,235.97

\$4,338.99

\$4,338.99

\$16,653.00

\$16,653.00

\$6,510.20

\$3,787.86

\$1,196.06

\$0.00

\$11,494.12

\$498.81

\$121.45

\$498.81

\$892.80

\$2,011.87

\$0.00

\$0.00

\$0.00

\$63,256.09

\$63,256.09

1. Purple bar

2. Green bar

3. Blue bar

4. Olive bar

5. Pink bar

6. Teal bar

7. Orange bar

8. Grey bar



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B8) Resolution No. 19-32 - Acceptance of Deed of Dedication for public purposes along the south side of Herbert Street, adjacent to 415 Dunlawton Avenue

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 19-32 accepting the Deed of Dedication for right-of-way along the south side of Herbert Street, adjacent to 415 Dunlawton Avenue.

SUMMARY: As part of the site improvements at 415 Dunlawton Avenue (Dunlawton Village f/k/a Gaff's Realty Company site), the property owner is required by the LDC to dedicate 5 feet of right-of-way along Herbert Street prior to the completion of the redevelopment project. The Dunlawton Village redevelopment includes the construction a +/- 5,570 square-foot multi-tenant behind the prior Gaff's Realty Company building (phase 1), and as part of phase 2 the demolition of the prior 1,461 square-foot Gaff's Realty Company building and the construction of a new 2,763 square-foot real-estate office.

The right-of-way dedication pertains to the area along the north side of the property adjacent to Herbert Street. According to the Land Development Code (LDC), the ultimate right-of-way width for the section of Herbert Street between Sixth Street and Halifax Drive is 50 feet wide. Currently, the width of the Herbert Street right-of-way adjacent to the subject property is 40 feet, therefore an additional 5 feet is needed on either side of the existing right-of-way. The additional right-of-way is required by the LDC for future roadway improvements to Herbert Street. The property owner of 415 Dunlawton Avenue is dedicating the required 5 feet of right-of-way on the south side of Herbert Street. At this time, there are no proposed improvements along this portion of Herbert Street. The additional right-of-way received may be used to complete future roadway or pedestrian improvements.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-32 Acceptance of Right-of-Way	Reso. No. 19-32 Acceptance of Right-of-Way.pdf
2.	Deed of Dedication	Deed of Dedication.pdf
3.	Deed of Dedication Exhibit A	Deed of Dedication Exhibit A.pdf

Penelope Cruz	Created/Initiated - 6/3/2019
Margaret Tomlinson	Approved - 6/21/2019
Tim Burman	Approved - 6/27/2019
Shannon Balmer	Approved - 7/5/2019
Jake Johansson	Approved - 7/5/2019
Robin Fenwick	Final Approval - 7/5/2019

RESOLUTION NO. 19-32

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ACCEPTING A DEED OF
DEDICATION CONVEYING APPROXIMATELY 5 FEET OF
ADDITIONAL RIGHT-OF-WAY FOR PUBLIC USE;
PROVIDING FOR CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, Dunlawton Village, LLC is willing to convey to the City of Port Orange, Florida certain real property for the purpose of right-of way improvements; and

WHEREAS, Dunlawton Village, LLC has executed and presented to the City of Port Orange, Florida, a Deed of Dedication, attached hereto as **EXHIBIT “1”**, incorporated herein and made a part hereof by reference; and

WHEREAS, said deed conveys lands necessary for future intersection improvements in the right-of-way along Herbert Street; and

WHEREAS, it is in the best interest of the City to accept the Deed of Dedication for purposes stated herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida hereby accepts the Deed of Dedication, attached hereto.

Section 3. The City Council of the City of Port Orange, Florida has determined that the acquisition of the aforesaid property is for a public purpose.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolutions are hereby repealed to the extent of such conflict.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolutions which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on this _____ day of _____ 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

A portion of Parcel No. 6303-11-13-0032

Deed of Dedication (Right-of-Way)

This Ded of Dedication, is made and executed this _____ day of October, 2019, between **DUNLAWTON VILLAGE, LLC**, a Florida limited liability company, whose mailing address is 5808 Nob Hill Rd., Port Orange, FL 32127 hereinafter referred to as, “Dedicator;” and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, “City.”

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT “A”

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first above written.

Signed, sealed and delivered
in the presence of:

Dedicator:
DUNLAWTON VILLAGE, LLC
a Florida limited liability company

By: _____
Andrea Davis, Manager Member

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Deed of Dedication* was sworn to and acknowledged before me this _____ day of _____, 2019 by Andrea Davis, **Manager Member of DUNLAWTON VILLAGE, LLC** a Florida limited liability company, who [] is personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Commission Number, Date of Commission, Expiration, and Seal

SURVEYOR'S NOTES

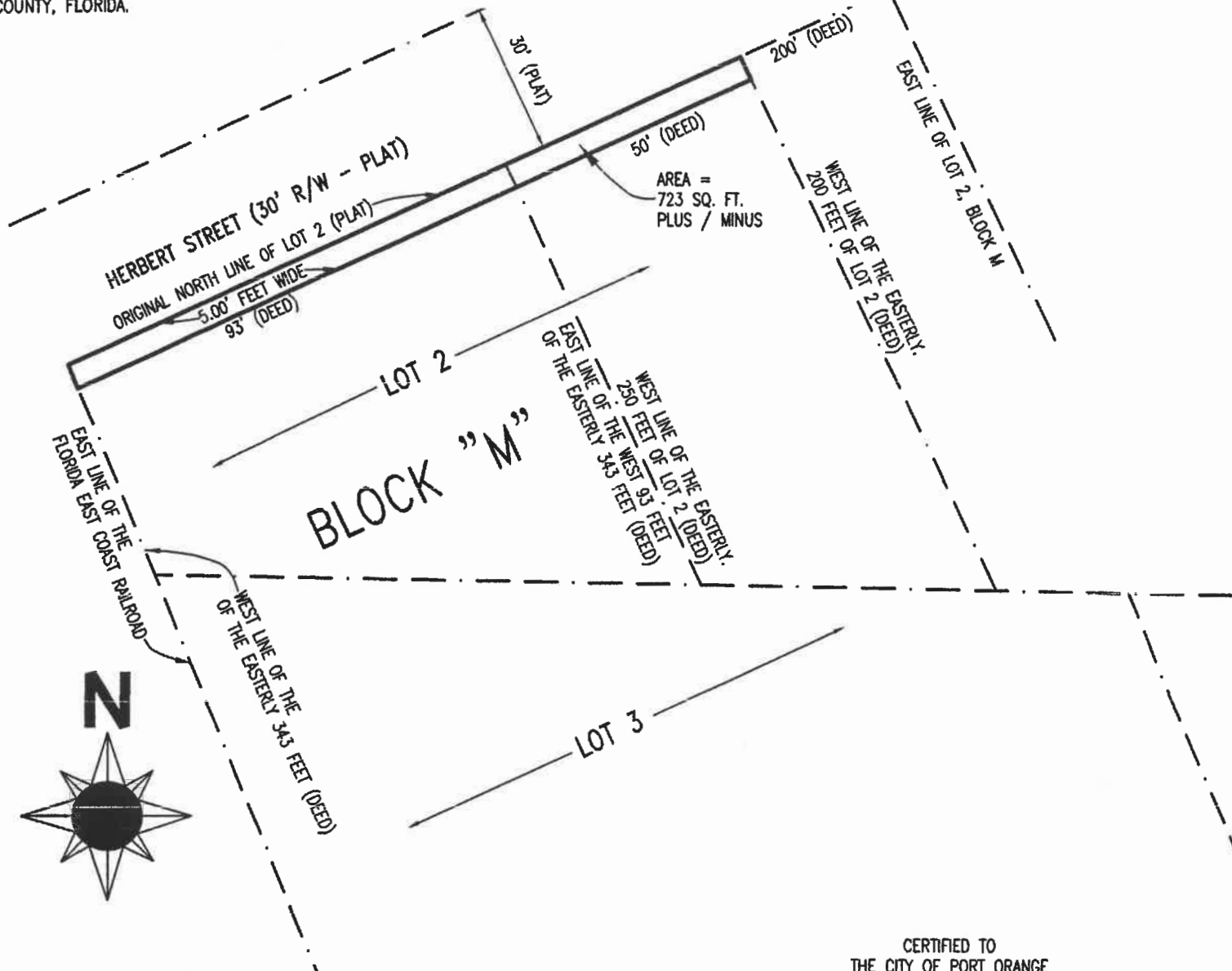
EXHIBIT "A"

1. THIS IS NOT A BOUNDARY SURVEY.

2. LIMITS OF PARCEL DESCRIBED, BASED ON CURRENT DEEDS AT THE TIME OF THE SPECIFIC PURPOSE SURVEY.

3. TO BEST OF C.L.S., INC.'S KNOWLEDGE AND OPINION, THE EXISTING FLORIDA EAST COAST RIGHT OF WAY IS 100 FEET AT THE TIME OF THIS SPECIFIC PURPOSE SURVEY AND ITS EAST LINE IS THE SAME LINE AS THE WEST LINE OF THE EAST 343 FEET OF LOT 2.

4. UNDERLYING BASE PLAT IS WILSON'S SUBDIVISION OF PORT ORANGE, FLORIDA AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



LEGAL DESCRIPTION

THE NORTH 5.00' FEET, LYING EAST OF THE EAST LINE OF THE FLORIDA EAST COAST RAILROAD AND WEST OF THE WEST LINE OF THE EAST 200 FEET, OF LOT 2, BLOCK M, WILSON'S SUBDIVISION OF PORT ORANGE, FLORIDA AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID SOUTH LINE OF THE NORTH 5 FEET BEING LENGTHENED OR FORESHORTENED TO END AT THE EAST LINE OF THE FLORIDA EAST COAST RAILROAD AND THE WEST LINE OF THE EAST 200 FEET, SAID LOT 2, BLOCK M, WILSON'S SUBDIVISION OF PORT ORANGE, FLORIDA AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CERTIFIED TO
THE CITY OF PORT ORANGE

05-01-19 CITY COMMENTS

SPECIFIC PURPOSE SURVEY

FOR: GAFF'S 411 DUNLAWTON, LLC

JOB #: 2013-174

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 517, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

DATE:

CULLUM LAND SURVEYING INC.

GREGG S. CULLUM
PROFESSIONAL SURVEYOR & MAPPER #5095
LICENSED BUSINESS #7129
5889 S. WILLIAMSON BLVD.
SUITE 205
PORT ORANGE, FLORIDA 32128
386-761-7666
(FAX) 386-761-7909

DATE: 04-01-19

SCALE: 1" = 30'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 1 OF 1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B9) Resolution No. 19-33 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-33.

SUMMARY: Budget revenue received from State of Florida for VOCA
Grant acceptance of grant approved October 2, 2018.

Ratify acceptance and budget grant from Target Corporation

Appropriate Fund Balance (301) for Dunlawton Street Lighting Project

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-33	Reso. No. 19-33.pdf
2.	Reso. No. 19-33 Exhibit A	Reso. No. 19-33 Exhibit A.pdf

Lupe Reyna-Coffin

Scott Neils

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 7/1/2019

Approved - 7/2/2019

Approved - 7/3/2019

Approved - 7/5/2019

Final Approval - 7/5/2019

RESOLUTION NO. 19-33

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2019 BUDGET; TO BUDGET FUNDS RECEIVED FROM THE STATE OF FLORIDA IN THE AMOUNT OF \$48,579 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT; TO BUDGET FOR \$75,000 OF APPROPRIATED EQUITY FOR THE DUNLAWTON STREET LIGHTING PROJECT; PROVIDING FOR ACCEPTANCE AND TO BUDGET FOR A TARGET CORPORATION GRANT \$5,000 TO BE USED FOR SHOP-WITH-A-COP PROGRAM; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget \$48,579 for Victims of Crime Assistance (VOCA) grant revenue from the State of Florida - Office of the Attorney General to be used to fund response services provided by the city's police department,

WHEREAS, the City Council has approved the Dunlawton Street Lighting Local Agency Program (LAP) Project to provide safety improvements (lighting) to the roadway for both vehicles and pedestrians and desires to budget funds previously authorized for unforeseen conditions in the amount of \$75,000; and

WHEREAS, the City Council desires to ratify the acceptance and budget for a \$5,000 Grant from Target Corporation to be used towards the Shop-with-a-Cop program in the Police Benefit Trust Fund 606.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2019 General Fund 001
Prepared: June 21, 2019
Finance: Finance Staff

		<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>		
VOCA Grant	\$	48,579

		Total Revenues:	<u>\$</u>	<u>48,579</u>
<u>Expenditures:</u>				
Public Safety				48,579

Total Expenditures:	<u>\$</u>	<u>48,579</u>
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To budget revenues and expenditures related to VOCA Grant 2018-Port Orange Police Depart-00066;

FY2019 Capital Project Fund (301)
Prepared: June 27, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Appropriated Equity	75,000
Total Revenues:	\$ 75,000

<u>Expenditures:</u>	
Project Capital Outlay	75,000
Total Expenditures:	\$ 75,000

To budget additional funding for the Dunlawton Street Lighting Project

FY2019 Police Benefit Trust Fund 606
Prepared: June 27, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Miscellaneous Revenue - Crime Prevention	5,000
Total Revenues:	\$ 5,000

<u>Expenditures:</u>	
Police - Crime Prevention	5,000
Total Expenditures:	\$ 5,000

To budget Target Corporation grant for the Shop-with-a-Cop program.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B10) Designation of a Voting Delegate for the 2019 Annual Florida League of Cities Conference

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to designate Mayor Donald O. Burnette to be the voting delegate for the City of Port Orange at the 93rd Annual Conference for the Florida League of Cities.

SUMMARY: The Florida League of Cities 93rd Annual Conference is scheduled for August 15-17, 2019 in Orlando. Each year, Council is asked to designate one official to be the voting delegate for the municipality. The mayor will be attending (at a minimum) and is customarily designated as the voting delegate when available.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 6/13/2019
Approved - 6/14/2019
Final Approval - 6/14/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B11) Approval of License Agreement for 3 Cedar St.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve and authorize subject to approval by the City Manager and City Attorney of the fully executed right-of-way license agreement for the construction of a future dock and boat lift in the B-23 Canal adjacent to the Cedar Street right-of-way at 3 Cedar Street; such License Agreement will only be generated upon presentation of proof of Maser's property ownership.

SUMMARY: Staff has received an application for Improvements in the Right-of-Way for the portion of the right-of-way along the B-23 Canal adjacent to 3 Cedar Street. The current property owner, Ms. Kim Covert, was granted a License Agreement June 11, 2011, and no improvements have been constructed to date. In 2011, the City Council considered License Agreements with homeowners abutting the B-23 Canal who have had and who have been taxed on improvements within the right-of-way with the condition that the existing structures be removed for the seawall and dredging project which was completed in 2011. Prior to 2011, there was a dock along the B-23 Canal adjacent to 3 Cedar Street.

The current applicants requesting to transfer the previously granted License Agreement, George and Brenda Maser, are under contract for the purchase of the home and property located at 3 Cedar Street. Their intent is to construct a dock and possibly a boat lift at this location, subsequent to a successful property closing transaction and proof of ownership. Staff has communicated with the Masers that if the license agreement transfer is approved, the Masers will have to submit a building permit to demonstrate compliance with the Florida Building Code and the City's Land Development Code requirements for a residential dock and demonstrate that the improvement will not impact the maintenance and longevity of the Cedar Street right-of-way. City liability concerns are addressed by an indemnity statement in the License Agreement document and a requirement that a one million-dollar general liability insurance policy is maintained by the applicants.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Maser License Agreement	Maser License Agreement.pdf
2.	Exhibit A to Proposed Lic Agmt Location	Proposed Lic Agmt Location Map.pdf

	Map	
3.	Exhibit B to Proposed License Agrmt	Legal Description.pdf
4.	Exhibit C to Proposed License Agreement	Exhibit C to Proposed License Agreement.pdf
5.	Application for Imprvmts in ROW	Application for Imprvmts in ROW.pdf
6.	Location Map	Location Map.pdf
7.	Aerial	Aerial.pdf
8.	Existing License Agmt	Existing License Agmt.pdf
9.	3 Cedar St - 2010 Aerial	3 Cedar St - 2010 Aerial.pdf

Lisa Epstein
 Tim Burman
 Shannon Balmer
 Jake Johansson
 Robin Fenwick

Created/Initiated - 6/24/2019
 Approved - 6/28/2019
 Approved - 7/5/2019
 Approved - 7/5/2019
 Final Approval - 7/5/2019

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No. 6314-03-07-0280

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2019, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); W. George Maser III and Brenda K. Maser, whose mailing address is 3 Cedar Street, Port Orange, FL 32127, ("Licensee").

PREMISES

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this License Agreement, and that the Licensee's agreement to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the B-23 Canal and Boat Basin as described in Harbor Oaks, Unit 1 subdivision is approximately 50 feet wide; and

WHEREAS, the improvement plan encompasses part or all of a City right-of-way known as "Cedar Street", hereinafter known as "Subject Right-of-Way Property" as depicted in **Exhibit "A"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee is the owner of real property adjacent to the referenced City right-of-way located in the Harbor Oaks, Unit No.1, recorded in Map Book 10 Page 145, Public Records of Volusia County, Florida, hereinafter the "Licensee Property", described on **Exhibit "B;"** and

WHEREAS, the Licensee hereby acknowledges that before commencing work in the Subject Right-of-Way, Licensee shall provide an insurance certificate to the City as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way of the City, per Map Book 10 Page 145 known as Oak Street, located and situated in Port Orange, Volusia County, Florida as depicted in **Exhibit "A"**, adjacent to the Licensee's real property for the purpose of constructing a dock with boat lift/davits (hereinafter "Improvements") consistent with this License Agreement and the ordinances of the City. The License shall be a nonexclusive right of use for the Subject Right-of-Way Property. The Licensee's use of the improvements shall be exclusive to the Licensee and the Licensee's

guests and invitees. Licensee also hereby acknowledges and agrees to construct the improvements in compliance with the specifications described in **Exhibit "C"**.

2. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements licensed herein.

3. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

4. The City reserves the right to terminate this License Agreement and to require the Licensee to remove the Improvements provided for herein in the event that the City determines to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project.

5. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as those provided for herein or by subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

6. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

7. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this License Agreement or otherwise fails to remain in good standing and in compliance with this License Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City against the Licensee Property, as described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof.

8. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

9. The license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

10. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance having a minimum coverage of **One Million Dollars (\$1,000,000.00)** and shall further provide for the insurance carrier to notify the City not less than 30 days prior to an effective date of non-coverage or policy cancellation. Proof of insurance coverage as set forth above shall be provided to the City with the License Agreement, signed by the Licensees, prior to City execution. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements provided for herein or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

11. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to W. George Maser III and Brenda K. Maser, whose mailing address is 3 Cedar Street, Port Orange, FL 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

12. This License Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this License Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this License Agreement in the Public Records of Volusia County, Florida.

13. This License Agreement shall become effective upon written Acknowledgement by the City.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

W. George Maser III

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by W. George Maser III, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Brenda K. Maser III

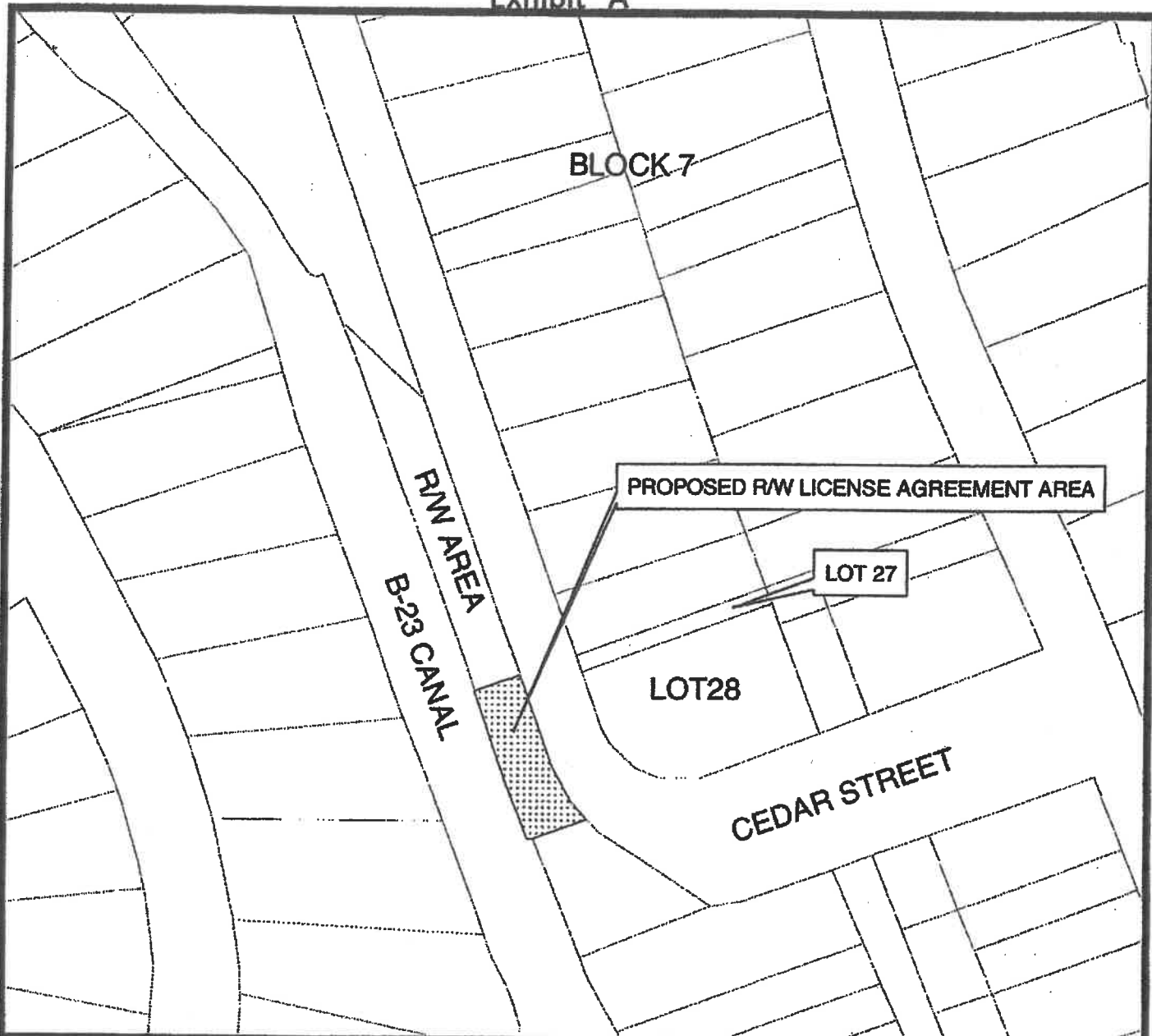
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Brenda K. Maser, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:



Property Owner:

Property Location: A portion of Lot 27 and
Lot 28, Block 7, Harbor Oaks
Unit No. 1 subdivision
(3 Cedar Street)

Requested Action: To approve and authorize
the execution of a right -
of - way license agreement
for the use of grass area
and a dock located in the
Cedar Street right-of-way.



Location Map
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

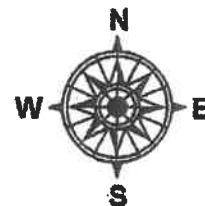


EXHIBIT "B"

LEGAL DESCRIPTION:

Southerly 10 feet of Lot 27 and Lot 28, Block 7, Harbor Oaks Unit 1, Map Book 10, Page 145, per OR 3717, PG 811, Public Records of Volusia County, Florida.

EXHIBIT “C”

- One dock and covered boat slip shall be permitted.
- No dock, boat house, terminal dock platform or main access pier together with a moored vessel, left, mooring piles and/or roof shall extend beyond twenty-five percent (25%) of the width of the canal as measured from bulkhead to bulkhead by a direct line.
- No dock or boathouse shall have any enclosed sides, or contain any sleeping quarters, or be used as such. Only a roof and pilings shall be permitted for the components of these structures.
- The roof of such a structure at its highest point shall not extend more than 12 feet above the water level at the mean high water line.
- A dock with a main access pier perpendicular to the bulkhead and terminal dock platform shall be set back a minimum of 25 feet from the projected side boundaries of the Licensee's Property.
- A dock attached to the bulkhead without an access pier shall be set back a minimum of 10 feet from the projected side boundaries of the Licensee's Property.
- The main access pier shall be no greater than four feet in width and terminal dock platform shall not exceed eight feet in width and 160 square feet in area.
- The finger pier shall be three feet in width and no more than 25 feet in length, except as limited otherwise.
- Wooden steps for boat and wading area may be constructed so as to project no more than four feet beyond the bulkhead line.



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

19-97500003
DATE APPLICATION RECEIVED

RECEIVED

JUN 19 2019

City of Port Orange
Community Development

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: W. George Maser III & Brenda K. Maser

Address: _____ Phone: _____

Property Address/Location: 3 Cedar Street, Port Orange, FL 32127

Subdivision Name (If applicable): Harbor Oaks

Does Subdivision have a Homeowners Association? _____ Yes ☒ No

Description of Request: License Agreement on B-23 Canal to construct dock

Speed Limit for Subject Road: _____ Type of Curbing: _____

List Type and Size of any Proposed Shrubs: N/A

List Type and Size of any Proposed Trees: N/A

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc.): _____
In Accordance with existing License Agreement

REQUIRED ATTACHMENTS

- ☐ A copy of the property deed
- ☐ A sealed property survey
- ☐ A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ☐ Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ☐ Other documentation (as requested by the City)
- ☐ Processing fee (\$75)

PLEASE NOTE: All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.

Property Owner Signature: *W George Maser* Date: 6-10-2019

North Carolina

STATE OF ~~FLORIDA~~

COUNTY OF ~~VOLUSIA~~ *Buncombe*

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by W George Maser, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.



Christy Mills
Notary Public, State of ~~Florida~~ *North Carolina*
Printed Name, Commission, & Term Expiration Date:

Property Owner Signature: *Brend K Maser* Date: 6-10-19

North Carolina

STATE OF ~~FLORIDA~~

COUNTY OF ~~VOLUSIA~~ *Buncombe*

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Brend K Maser, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.



Christy Mills
Notary Public, State of ~~Florida~~ *North Carolina*
Printed Name, Commission, & Term Expiration Date:

The following owner affidavit of authorization is only required with the Applicant is not the Property Owner.

OWNER AFFIDAVIT OF AUTHORIZATION

Kim L. Covert hereby authorizes W. George Maser, III and Brenda K. Maser ,
(Property Owner Name) (Applicant Name)

and its agents, to make application for Improvements In The Right-Of-Way to
(Type of Application requested)
the City of Port Orange for property described on the attached application form.

Property Owner Signature: Kim L Covert

First and Last Name of Signatory: Kim L. Covert

Date: 6-10-19

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

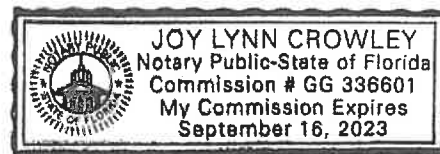
The foregoing instrument was acknowledged before me this June 10, 2019 by
(Date)
Kim L Covert , who is personally known to me or who has
(Name of Person Acknowledging)

produced Florida DL as identification and who
(Type of Identification)

did (did not) take an oath.

Joy Lynn Crowley Notary Public, Commission No. 66336601
(Signature)

Joy Lynn Crowley
(Name of Notary typed, printed, or stamped)



June 7, 2019

City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: License Agreement – 3 Cedar Street, Port Orange, FL 32127

To Whom It May Concern:

We are under contract to purchase the above referenced property and are requesting a License Agreement. My intent is to utilize the right of way on 3 Cedar Street for the purposes of constructing a dock on the B-23 Canal in accordance with the existing license agreement.

Please find the necessary documents to complete this request, however, should you need any additional information do not hesitate to contact me.

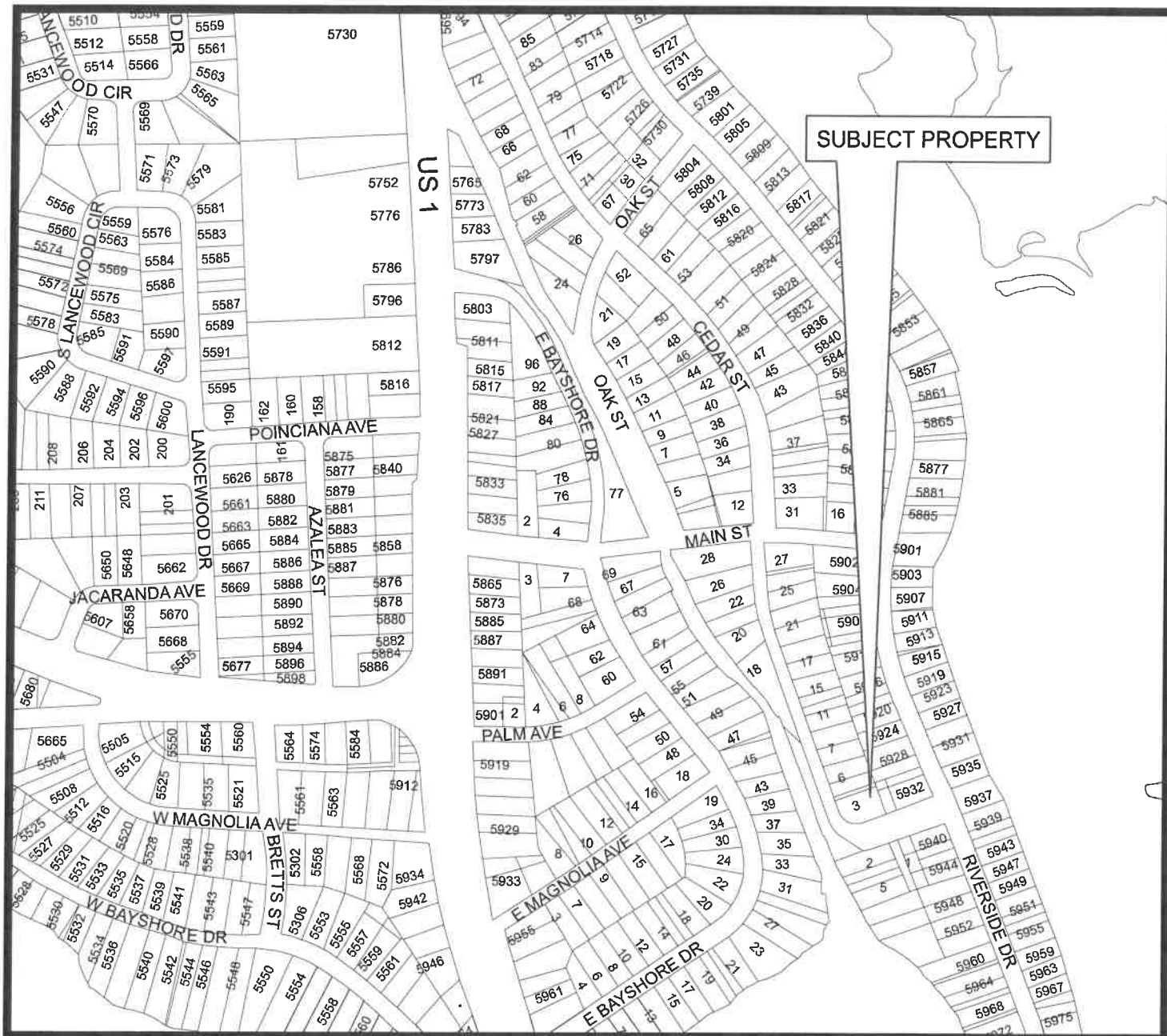
Thank you in advance.



W. George Maser III



Brenda K. Maser



Case No.: 19-97500003

Applicant:
GEORGE & BRENDA MASER

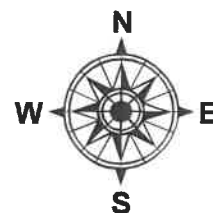
Location: 3 Cedar Street

Requested Action:

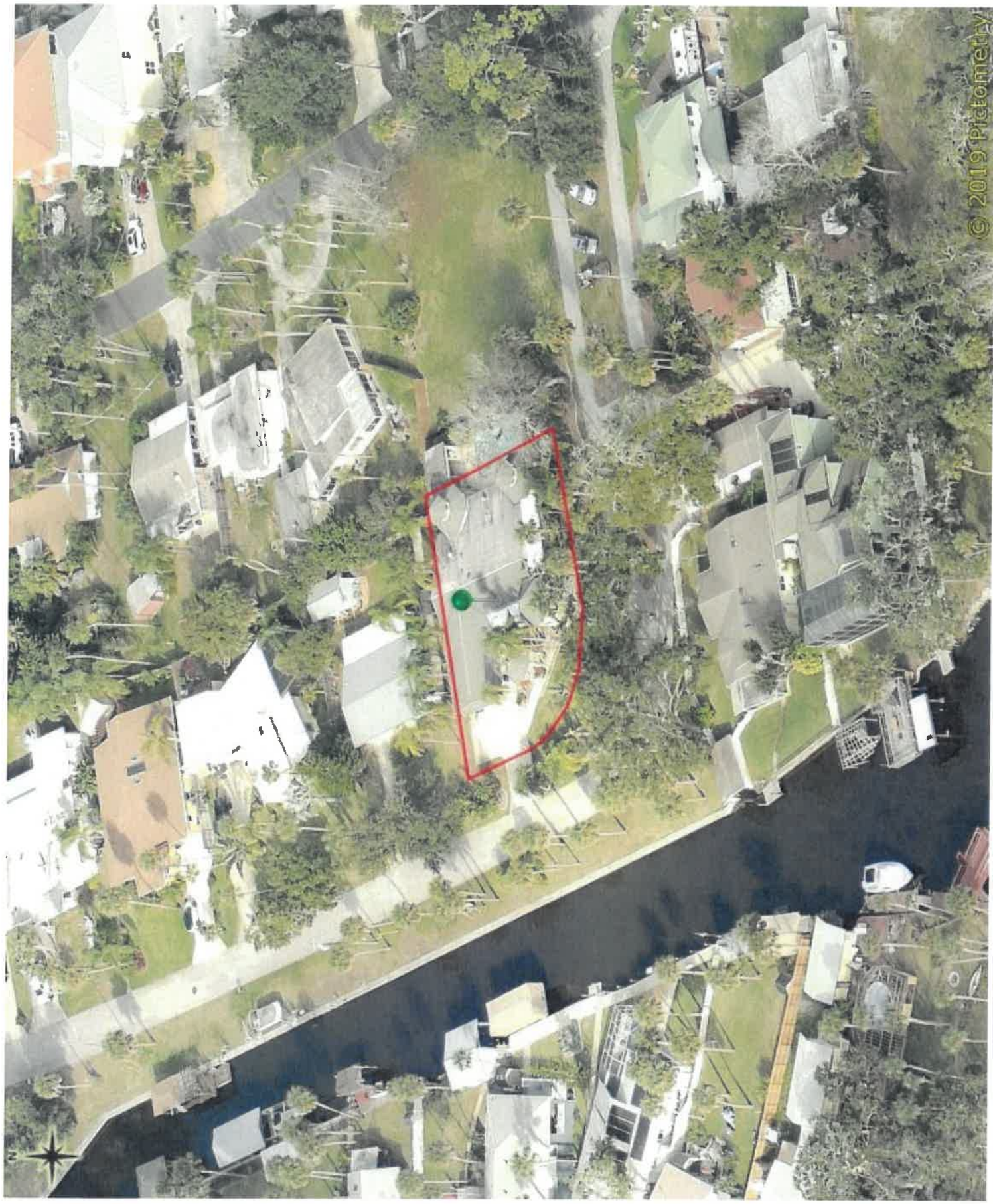
To approve and authorize the execution of a right-of-way License Agreement for the construction of a dock in the B023 Canal adjacent to the Cedar Street right-of-way.



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



3 CEDAR ST



→ Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange, FL 32129

This Document Prepared by:

1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6314-03-07-0280
(3 Cedar Street)

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this 21 day of June, 2011, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, Florida 32129-4144, ("Licensor"); and Kim L. Covert, mailing address: 3 Cedar Street, Port Orange, Florida 32127 ("Licensee").

PREMISES

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee's agreement to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the B-23 Canal and Boat Basin as described in the Harbor Oaks Unit 1 subdivision, is approximately 50 feet wide; and

WHEREAS, the improvement plan encompasses part or all of a City right-of-way known as Cedar Street, hereinafter the "Subject Property", as depicted in **Exhibit "A"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee is the owner of real property adjacent to the referenced City right-of-way located in the Harbor Oaks Unit 1 subdivision, Lot 28 and a portion of Lot 27, recorded in Map Book 10, Page 145, Public Records of Volusia County, Florida, described on Exhibit "B"; and

WHEREAS, the Licensee acknowledges that before commencing work in the right-of-way, Licensee shall provide an insurance certificate to the City as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way of the City per Map Book 10, Page 145 known as Cedar Street located and situated in Port Orange, Volusia County, Florida, as depicted on Exhibit "A" adjacent to the Licensee's real property, for the purpose of constructing a covered dock with lift(s) (hereinafter "Improvements") consistent with this Agreement and the ordinances of the City. Licensee also hereby acknowledges and agrees to construct the Improvements in compliance with the following standards:

- ° One dock and covered boat slip shall be permitted.
- ° No dock, boat house, terminal dock platform or main access pier together with a moored vessel, lift, mooring piles and/or roof shall extend

beyond twenty-five percent (25%) of the width of the canal as measured from bulkhead to bulkhead by a direct line.

- ° No dock or boathouse shall have any enclosed sides, or contain any sleeping quarters, or be used as such. Only a roof and pilings shall be permitted for the components of these structures.
- ° The roof of such a structure at its highest point shall not extend more than 12 feet above water level at the mean high water line.
- ° A dock with a main access pier perpendicular to the bulkhead and terminal dock platform shall be set back a minimum of 25 feet from the projected side boundaries of the Licensee's Property.
- ° A dock attached to the bulkhead without an access pier shall be set back a minimum of 10 feet from the projected side boundaries of the Licensee's Property.
- ° The main access pier shall be no greater than four feet in width and terminal dock platform shall not exceed eight feet in width and 160 square feet in area.
- ° The finger pier shall be three feet in width and no more than 25 feet in length, except as limited otherwise.
- ° Wooden steps for boat and wading access may be constructed so as to project no more than four feet beyond the bulkhead line.

2. Licensee shall have forty-five (45) days from the date City Council approves the License Agreement to remove the existing structures, including but not limited to docks,

walkways, boat houses, sheds, and pilings, located on the property and within the canal described in Exhibit "A" at Licensee's sole cost and expense. The removal of the existing structures is a condition precedent to this License Agreement in addition to any other requirements contained herein. Time is of the essence. This License Agreement shall not take effect if Licensee fails to remove the existing structures within the time provided.

3. The Licensee assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements licensed herein.

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to terminate this License Agreement and to require the Licensee to remove the Improvements provided for herein in the event that the City determines to utilize the property for city purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

6. The Licensee agrees that no improvements shall be made except those provided for herein or by subsequently approved amendments. However, improvements may be maintained, repaired, replaced and removed. Licensee shall comply with all City building permitting and inspection requirements.

7. The license granted by this License Agreement upon becoming effective shall continue until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. Expenses shall be recoverable by the City pursuant to Section 2-240 of the Code of Ordinances. The lien, if any, shall be filed against the property described in Exhibit "B".

9. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-

way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The license is personal to the licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the improvements are located, an application must be made by the successor property owner for a new license agreement in order for the existing improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permissions; the condition of the City's property; or the use of the City's property. The Licensee agrees to cause the City of Port Orange, Florida to be named as an additional insured on a policy of general liability insurance having minimum coverage of One Million Dollars (\$1,000,000.00) and shall further provide for the insurance carrier to notify the City not less than 30-days prior to an effective date of non-coverage or policy cancellation. Proof of insurance coverage as set forth above shall be provided to the City with the License Agreement, signed by the Licensee, prior to City execution. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by

this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements provided for herein or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee of for any reason the Licensee's use of the property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City and to Kim Covert, 3 Cedar Street, Port Orange, Florida 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

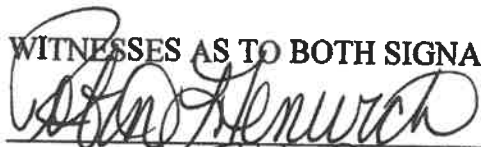
13. This Agreement shall be recorded in the Public Records of Volusia County, Florida at the Licensee's expenses.

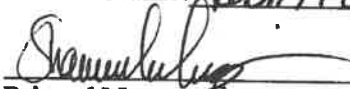
14. This License Agreement shall become effective upon removal of the existing structures and a written acknowledgement by the City.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

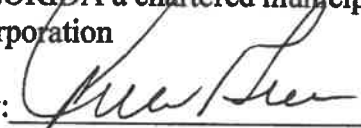
WITNESSES AS TO BOTH SIGNATURES:


Printed Name: Robin Fenwick


Printed Name: Shannon M. Lewis

LICENSOR

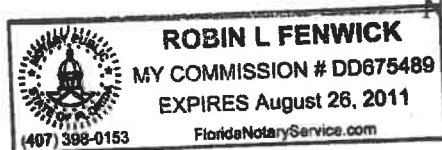
CITY OF PORT ORANGE,
FLORIDA a chartered municipal
corporation

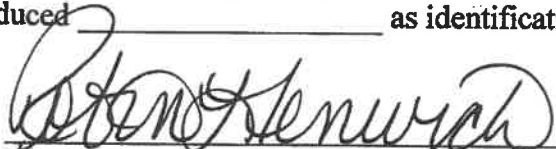
By: 
Allen Green, Mayor

Attest: 
Kenneth W. Parker, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The Foregoing instrument was acknowledged before me this 21 day of June, 2011, By Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who are ☒ personally known to me, or ☐ have produced _____ as identification.




Notary Public, State of Florida at Large

WITNESSES AS TO BOTH SIGNATURES:

Selma Barker
Printed Name: SELMA BARKER

Dora Moore
Printed Name: DORA MOORE

LICENSEE:

Kim L. Covert
Kim L. Covert

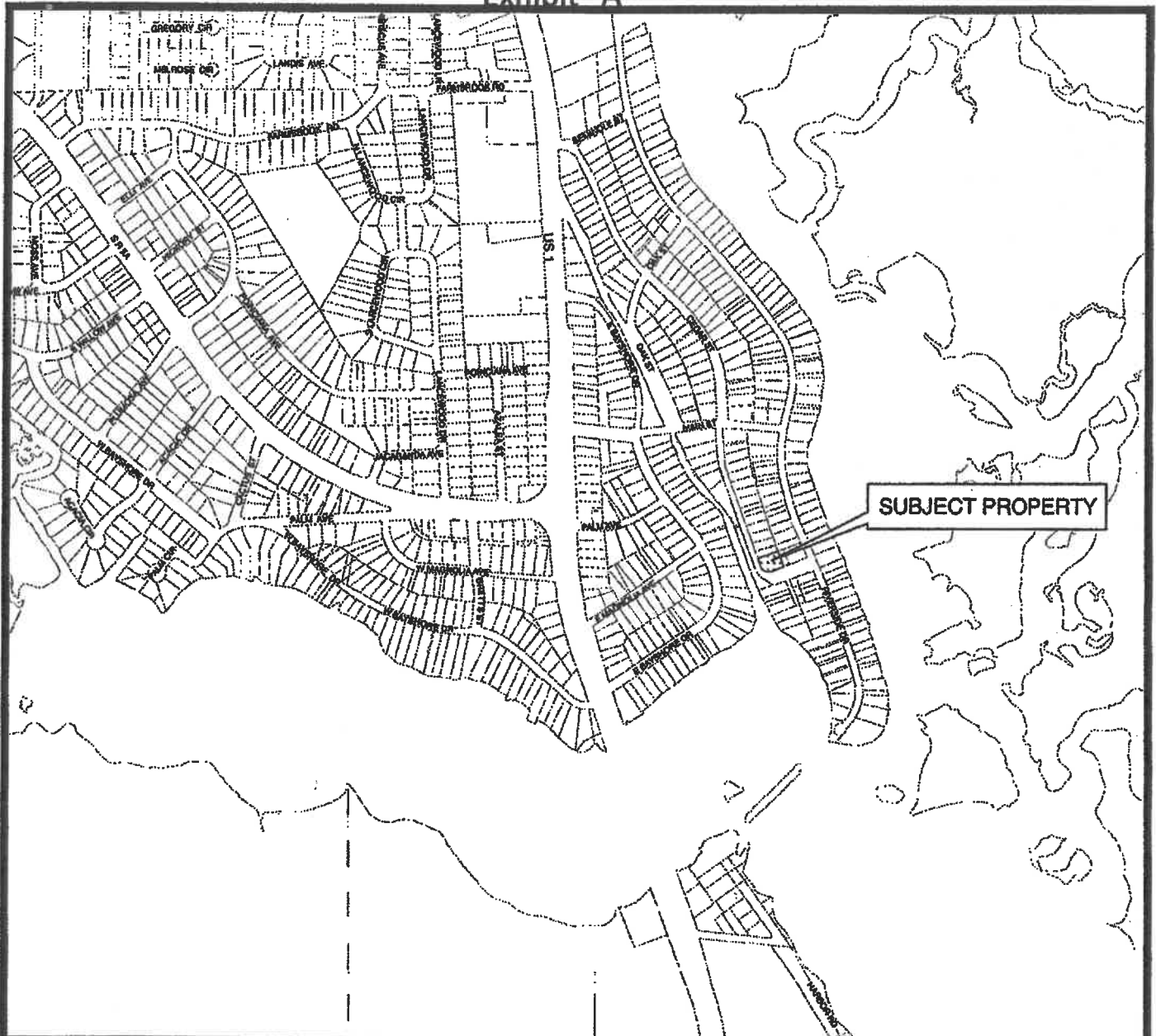
STATE OF FLORIDA
COUNTY OF VOLUSIA

The Foregoing instrument was acknowledged before me this 14 day of June, 2011, by Kim L. Covert, duly authorized to execute the foregoing LICENSE AGREEMENT, and who is/are ☐ personally known to me, or ☒ have produced driver license as identification.

Nancy J. Hout
Notary Public, State of Florida at Large



Exhibit "A"



Property Owner: Kim L. Covert

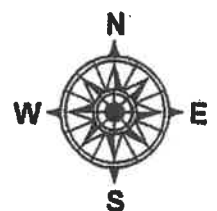
Property Location: A portion of Lot 27 and
Lot 28, Block 7, Harbor Oaks
Unit No. 1 subdivision
(3 Cedar Street)

Requested Action: To approve and authorize
the execution of a right -
of - way license agreement
for the use of grass area
and a dock located in the
Cedar Street right-of-way.



Location Map
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Property Owner: Kim L. Covert

Property Location: A portion of Lot 27 and Lot 28, Block 7, Harbor Oaks Unit No. 1 subdivision (3 Cedar Street)

Requested Action: To approve and authorize the execution of a right - of - way license agreement for the use of grass area and a dock located in the Cedar Street right-of-way.



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

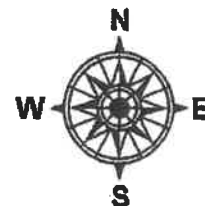


Exhibit "B"

LEGAL DESCRIPTION FOR LICENSE AGREEMENT FOR 3 CEDAR STREET

S 10 FT OF LOT 27 & LOT 28, BLK 7, HARBOR OAKS UNIT 1 MAP BOOK 10, PAGE 145, PER OR 3717 PG 811, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

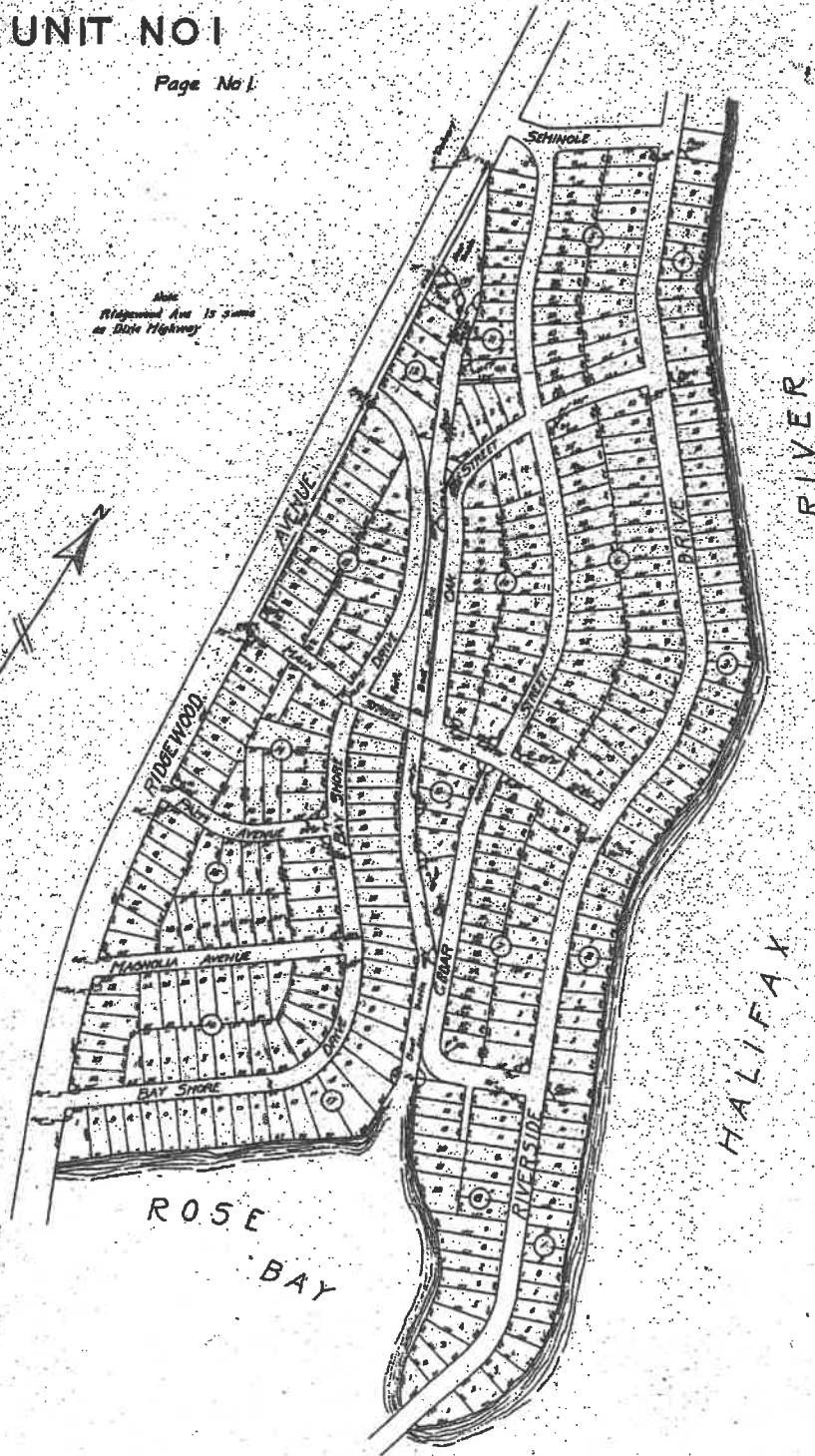
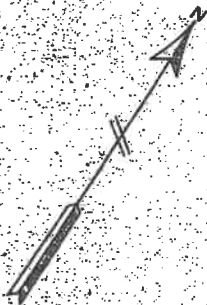
Exhibit "B"

Instrument# 2011-118235 # 13
Book : 6612
Page : 2336
Diane M. Matousek
Volusia County, Clerk of Court

HARBOR OAKS
UNIT NO 1

Page No. 1

Note:
Ridgewood Ave is same
as State Highway



Note:
Curves are irregular and are determined
by the length of the lots.

Copy to be recorded and to be
filed in the public records of
Volusia County, Florida, on
this 1st day of May, 2011.

Approved for Record
JAN 21 2011
CLERK OF COURT
DIANE M. MATOUSEK



2010 AERIAL SHOWING DOCK AT 3 CEDAR STREET
EXISTING PRIOR TO CANAL SEAWALL WORK



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: Yes

SUBJECT: (B12) Approval of Lease Agreement for 4505 Clyde Morris Blvd/Rita L. Gray

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Lease Agreement with Rita L. Gray for 4505 Clyde Morris Blvd.

SUMMARY: The attached lease agreement permits Mrs. Gray to reside at 4505 Clyde Morris Boulevard until September 2, 2019. Mrs. Gray currently has a new home under construction and expects its completion in a couple of months. The property is located directly behind the current Police Department on Clyde Morris Boulevard. The city purchased the land for the police department facilities including the single family home where Mrs. Gray currently resides pursuant to a life estate for the Life of Mr. Gray plus 18 months. The terms of the purchase authorized the city to take possession of the surrounding land and the residential premises in June 2019.

The city manager has requested that the Sum of \$500.00 per month for the rental use of the home until September 2, 2019. The city has taken possession of the surrounding land for city purposes as set forth in the lease. Due to the financial consequences of the unexpected delay in the construction of the new home, the rental payments have been structured on an extended schedule until fully paid. The City is authorized to operate and store equipment and to conduct digging and pipe construction on the surrounding premises, subject to the routine access and utilization of the residential premises.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Lease Agreement	2019_06_26_13_45_25.pdf
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Robin Fenwick
Shannon Balmer
Jake Johansson

Created/Initiated - 6/26/2019
Approved - 7/5/2019
Approved - 7/5/2019

Robin Fenwick

Final Approval - 7/5/2019

Residential Lease Agreement with Extended Payment Plan

This Lease Agreement with Extended Payment Plan ("Agreement") is made by and between the City of Port Orange, Florida, a chartered municipal corporation, ("City") and Rita L. Gray, ("Tenant"); collectively may be referred to hereinafter as "Parties". Subject to the terms and conditions stated below the Parties mutually agree as follows:

1. **PROPERTY.** Tenant agrees to rent from City and City agrees to rent to Tenant the property located at 4505 Clyde Morris Boulevard, Port Orange, Volusia County, Florida, more particularly described as follows:

A portion of Section 6, Township 16 South, Range 33 East, City of Port Orange, Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 6, thence run S89°19'34"W along the South line of the Southeast ¼ of said Section 6, a distance of 1064.39 feet to the Point of Beginning; thence continue S89°19'34"W along said South line, 234.37 feet to the Easterly right of way line of Brunner Road, a 60 foot right of way per Official Records Book 2764, Page 1153, of the Public Records of Volusia County, Florida; thence N01°01'40"E along said Easterly right of way line, 658.91 feet to the North line of the South ½ of the Southeast ¼ of the Southeast ¼ of said Section 6; thence N89°29'41"E along said North line 613.62 feet; thence S00°58'02"W, 464.00 feet; thence S89°29'41"W, 150.00 feet; thence S49°55'40"W, 304.78 feet to the Point of Beginning. Containing 8.095 acres, more or less.

Also identified as Parcel No. 6306-00-00-0062. Hereinafter referred to as the "Property".

2. **TERM.** Tenant agrees to pay **Five Hundred and NO/100 Dollars (\$500.00)** per month on or before the 3rd day of each month. Notwithstanding the date of execution, this Agreement shall be effective on June 3, 2019 and continue until midnight of September 2, 2019. Total rent due and owing for the Term is One Thousand Five Hundred and NO/100 Dollars \$1,500.00.
3. **PAYMENTS.** Rents due and owing under this Agreement may be paid in installments over a period of Thirty-Six (36) months commencing on July 3, 2019. The minimum monthly payment due for July and August of 2019 is **Two Hundred Fifty and NO/100 Dollars (\$250.00)**. The remaining balance due of **One Thousand and NO/100 Dollars (\$1,000.00)** shall be paid in 34 successive monthly payments of **Twenty-Nine and 41/100 (\$29.41)** commencing with the payment due on September 3, 2019. There is **No prepayment fees or penalties**. Tenant can partially or fully **prepay** the outstanding balance due and owing at any

time with absolutely **no prepayment penalty** or fee. This section shall survive the expiration of the Term of this Agreement. All payments shall be made payable to the *City of Port Orange* at the following address:

City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, FL 32129

4. **LATE PAYMENTS.** For each payment that is not paid within 3 days after its due date, Tenant shall pay a late fee of \$50.00 plus \$10.00 per day, beginning with the fourth day after the due date (7th of each month).
5. **EARLY TERMINATION.** During the Term of this Agreement, Tenant shall have the option to terminate the remaining responsibility for rent due for the balance of the Term by providing the City with written notice of not less than Seven (7) days to the address set forth in Section 3 of this Agreement. City shall prorate the rent due and owing based on Tenant's vacating the Property on the date noticed. The Agreement will be considered terminated upon City's receipt of a proper written notice and the Tenant vacating the Property as agreed. If Tenant(s) fails to timely vacate, the attempted early termination permitted by this provision shall be deemed void, and the other provisions of this Agreement shall apply.
6. **USE AND OCCUPANCY.**
 - A. **TENANT.** Tenant shall be entitled to occupancy and use of the Property as a dwelling unit, subject to the terms and conditions set forth herein. At the expiration of the Term, Tenant shall remove her personal effects and vacate the Property on or before the expiration of the Term, leaving the dwelling unit in broom-swept condition.
 - B. **CITY.** City shall be entitled to enter upon and use the Property for purposes of storing construction equipment, digging ditches, and installing pipes on the Property so long as not to interfere with Tenant's access to and from the residential structure on the Property. City agrees to follow City ordinances and regulations for the working hours allowed for construction site work. City will endeavor to minimize the impact to the Tenant's peaceful enjoyment of the Property.

7. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend City from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which City may suffer or incur in connection with Tenant's possession, use or misuse of the Property, or the City's construction activities described in paragraph 5.B. above.
8. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Property. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.
9. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement.
10. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
11. **DEFAULTS.** Tenant shall be in default of this Agreement if Tenant fails to fulfill any lease obligation or term by which Tenant is bound.
12. **NOTICE.** Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting. The following are authorized to act on all matters, to include collect rents, perform maintenance and serve notice.

City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, FL 32129

Mrs. Rita L. Gray
4505 Clyde Morris Bl
Port Orange, FL 32129
FISURVY@Bellsouth.com

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

- 14. ENTIRE AGREEMENT/AMENDMENT.** This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 15. SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. WAIVER.** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17. BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of both Parties and their respective legal representatives, successors and assigns.

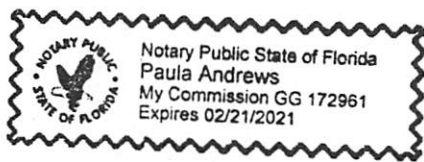
[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date above.

Rita L. Gray
RITA L. GRAY

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 26th day of June, 2019, by RITA L. GRAY who has produced identification or is personally known to me.



Paula Andrews
Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

[REMAINDER OF PAGE BLANK; CITY SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette as Mayor, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

Name: _____

Attest: _____
Robin L. Fenwick, City Clerk, CMC

Name: _____

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

Attorney Reviewed and Approved by: _____ Date: _____



WHEREAS, Spruce Creek High School's student team, "The Advancing Glaciers," demonstrated their in-depth knowledge of environmental issues by winning the 2019 Florida State Envirothon Competition; and

WHEREAS, the talented team was composed of Alejandro Morales, Grace Liu, Meryl Liu, Melody Palmer and Scott Tobin, along with alternates Nami Pruitt and Chloe Horncastle, advisors Joshua Platt and Merrick Johnson, and parent chaperone Ann Tobin; and

WHEREAS, environmental teacher on assignment Louise Chapman organized the team, and the Volusia County Soil and Water Conservation District sponsored it; and

WHEREAS, the team scored first place in the team oral question and wildlife category, second place in the soils and aquatics categories, and third place in the forestry category; and

WHEREAS, the students are advancing to the North American competition, which is sponsored by the National Conservation Foundation; and

WHEREAS, the week-long event at North Carolina State University will include intensive training, testing and experiential learning; **NOW THEREFORE**,

WE, THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, do hereby proclaim July 16, 2019, as:

"SPRUCE CREEK ENVIROTHON DAY"

in Volusia County and urge residents to root for the home team as they compete with teams from across the United States and Canada.

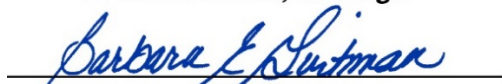
Dated this 16th day of July, A.D. 2019

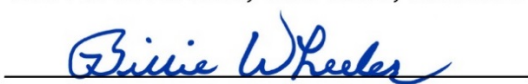
**COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA**


ED KELLEY, County Chair


BEN JOHNSON, At-Large


DR. FRED LOWRY, Vice Chair, District 5


BARBARA GIRTMAN, District 1


BILLIE WHEELER, District 2


DEBORAH DENYS, District 3


HEATHER POST, District 4



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (C14) Parks and Recreation Month Proclamation

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: The National Recreation and Parks Association (NRPA) recognizes July as Parks and Recreation month.

We would like to once again officially declare July as Parks and Recreation month in The City of Port Orange with a proclamation.

We have many fun activities for the community to participate in throughout the month of July. The list of activities can be found either on our department website or Facebook page.

Game On! is the official tag line for Parks and Recreation Month 2019.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	2019 Parks & Recreation Month - July	2019 Parks & Recreation Month - July.docx
2.	PRM 2019	PRM 2019.pdf

Peter Ferreira
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 6/17/2019
Approved - 6/19/2019
Approved - 6/24/2019
Final Approval - 6/25/2019

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including The City of Port Orange; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

NOW, THEREFORE, BE IT RESOLVED BY Donald O. Burnette, Mayor for the City of Port Orange, Florida, that July is recognized as Parks and Recreation Month in the City of Port Orange, Florida.

Donald O. Burnette, Mayor
July 16, 2019



GAME ON!

NRPA'S PARK AND RECREATION MONTH - JULY 2019

For contest submissions and more information visit



SPONSORED BY **Greenfields Outdoor Fitness**
Promoting Wellness & Fighting Obesity One Community at a Time!

SUN	MON	TUE	WED	THU	FRI	SAT
	1 THINK GREEN! Buy a reusable water bottle	2 GAME ON! Paddle at Riverwalk Park	3 Photo contest opens! 	 5:30 pm-9:00 pm City Center Park	5 THINK GREEN! Participate in a beach clean-up	6 GAME ON! Hop on a bike and see how many parks you can visit in one day
7 GAME ON! Pretend you're a pirate @ Spruce Creek Road Park Argggg!!!!	8 Submit your theme idea for the Holiday Parade!	9 GAME ON! Start a new DIY project	10 5:00 pm @ Riverwalk Park Ages 7-14 MUST PRE-REGISTER	11 GAME ON! How many birds can you spot @ Buschman Park?	12 FRI-YAY @ the REC Ages 8-17 Cost: \$1 Movie Under the Stars 7:30 pm Amphitheater in City Center Park	13 Summer Concert 6:30 pm @ Riverwalk Park
14 Holiday Parade theme submissions due today!	15 GAME ON! Run/walk 2 laps around the lake @ City Center Park	16 THINK GREEN! Use reusable bags instead of plastic	17 Voting opens for the Holiday Parade theme!	18 GAME ON! Take photos at a City park and submit them to the photo contest	19 FRI-YAY @ the REC Ages 8-17 Cost: \$1 Youth basketball registration ends	20 11:00 am @ Riverwalk Park
21 Take a break and enjoy your favorite frozen treat! It's National Ice Cream Day!	22 THINK GREEN! 	23 GAME ON! Play tennis @ Airport Road Park	24 Photo contest submission deadline!	25 GAME ON! Play soccer @ Coraci Park	26 FRI-YAY @ the REC Ages 8-17 Cost: \$1 6:00 pm @ Riverwalk Park	27 Basketball Placement @ the REC Time Varies
28 Last day to vote for the 2019 Holiday Parade theme!	29 GAME ON! Finish the project you started on the 9 th !	 30 Holiday Parade theme announced!	 31 Photo Contest winners announced!	JULY 2019		



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (F16) Council Member Appointments

- 1) Fire Pension Board Appointment
- 2) ArtHaus

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate Councilwoman Ford to serve on the Fire Pension Board, as well as the ArtHaus Board.

SUMMARY: Councilman Scott Stiltner temporarily filled the vacant seat of Bob Ford pending the Special Election results. Marilyn Ford has been elected to fill the remaining term on Council and the City Council needs to appoint a permanent member to the Fire Pension Board, as well as the ArtHaus Board.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 6/25/2019
Approved - 7/2/2019
Final Approval - 7/3/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (G17) Second Reading - Ordinance No. 2019-19 - Fire Assessment Procedure (Continued from June 18, 2019)

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-19.

SUMMARY: Staff has been working on a proposed non-ad valorem fire fee assessment since fall 2018. In December Council passed a resolution to secure the ability to use the uniform method of collection for this fee beginning in Fiscal Year 2020. Our next step is to create an ordinance allowing the city to consider implementing a fire service fee. The adoption of this ordinance does not lock the city into implementing a fire service fee this year or in the future. Staff recommends adoption of the ordinance so that we do not have to repeat the work should the city decide to move forward on a fire service fee this year or any year in the future.

Project No.: Funding Account No.:

Presenter: Matthew Jones

ATTACHMENTS:

1.	FINAL Fire Assessment Ordinance MJ 5.16.19	FINAL Fire Assessment Ordinance MJ 5.16.19.pdf
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Robin Fenwick

Created/Initiated - 6/27/2019

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, AMENDING CHAPTER 30 OF THE CITY OF PORT ORANGE CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE III RELATING TO THE FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF PORT ORANGE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE PROTECTION ASSESSMENTS AGAINST REAL PROPERTY; PROVIDING DEFINITIONS AND FINDINGS; ESTABLISHING A PROCEDURE FOR IMPOSING FIRE PROTECTION ASSESSMENTS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; DESCRIBING THE PROCEDURE FOR ADMINISTERING THE FIRE PROTECTION ASSESSMENT FROM YEAR TO YEAR AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Council hereby amends Chapter 30, FIRE PREVENTION AND PROTECTION, of the City of Port Orange Code of Ordinances, to create a new Article III titled "Fire Protection Assessment" to read as follows:

ARTICLE III. – FIRE PROTECTION ASSESSMENT

Sec. 30-50. - Introduction.

(a) *Definitions.* As used in this Article, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

Annual assessment resolution means the resolution described in Section 30-52(h) hereof, establishing the rate at which a fire protection assessment for a specific fiscal year will be computed. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which a fire protection assessment is imposed.

Assessment coordinator means the person or entity designated by the city manager to be responsible for coordinating the fire protection assessments.

Assessed property means all parcels of land included on the assessment roll and subject to the fire protection assessments contemplated hereunder.

Assessment roll means the special assessment roll relating to a fire protection assessment approved by a final assessment resolution pursuant to Section 30-52(f) hereof or an annual assessment resolution pursuant to Section 30-52(h) hereof.

Building means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

Building permit means an official document or certificate issued by the city, under the authority of ordinance or law, authorizing the construction or siting of any building within the city. The term "building permit" shall also include set up or tie down permits

for those structures or buildings, such as a mobile home, that do not require a building permit in order to be constructed.

Certificate of occupancy means the written certification issued by the city that a building is ready for occupancy for its intended use. For the purposes of this Article, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a certificate of occupancy.

City manager means the chief administrative officer of the city, designated by the city council to be responsible for coordinating fire protection assessments or such person's designee.

County means Volusia County, Florida.

Final assessment resolution means the resolution described in Section 30-52(f) hereof which shall confirm, modify, or repeal the initial assessment resolution and which shall be the final proceeding for the initial imposition of fire protection assessments.

Fire protection assessment means a special assessment lawfully imposed by the city council against assessed property to fund all or any portion of the cost of the provision of Fire Protection services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the assessed property.

Fire protection assessed cost means the amount determined by the city council to be assessed in any fiscal year to fund all or any portion of the cost of the provision of Fire Protection services, facilities, or programs which provide a special benefit to assessed property, and shall include, but not be limited to, the following components: (i) the cost of physical construction, reconstruction or completion of any required facility or improvement; (ii) the costs incurred in any required acquisition or purchase; (iii) the cost of all labor, materials, machinery, and equipment; (iv) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (v) the cost of computer services, data processing, and communications; (vi) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (vii) the cost of any indemnity or surety bonds and premiums for insurance; (viii) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (ix) the cost of uniforms, training, travel, and per diem; (x) the cost of construction plans and specifications, surveys and estimates of costs; (xi) the cost of engineering, financial, legal, and other professional services; (xii) the costs of compliance with any contracts or agreements entered into by the city to provide Fire Protection services; (xiii) a reasonable amount for a capital asset replacement reserve account; (xiv) all costs associated with the structure, implementation, collection, and enforcement of the fire protection assessments, including any service charges of the tax collector, or property appraiser and amounts necessary to off-set discounts received for early payment of fire

protection assessments pursuant to the Uniform Assessment Collection Act or for early payment of fire protection assessments collected pursuant to Section 30-53(b) herein; (xv) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of Fire Protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the city council by subsequent resolution; (xvi) a reasonable amount for contingencies and anticipated delinquencies and uncollectible fire protection assessments; and (xvii) reimbursement to the city or any other person for any moneys advanced for any costs incurred by the city or such person in connection with any of the foregoing components of fire protection assessed cost. In the event the city also imposes an impact fee upon new growth or development for Fire Protection related capital improvements, the fire protection assessed cost shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees. The fire protection assessed cost shall also not include costs for the provision of emergency medical services by the city.

Fiscal year means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the city.

Government property means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency

thereof, a county, a county school board, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

Initial assessment resolution means the resolution described in Section 30-52(b) hereof which shall be the initial proceeding for the identification of the fire protection assessed cost for which an assessment is to be made and for the imposition of a fire protection assessment.

Maximum assessment rate means the highest rate of a fire protection assessment established by the city council in an initial assessment resolution or preliminary assessment resolution and confirmed by the city council in the final assessment resolution or annual assessment resolution.

Owner shall mean the person reflected as the owner of assessed property on the tax roll.

Person means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preliminary assessment resolution means the resolution described in Section 30-52(h) hereof initiating the annual process for updating the assessment roll and directing the re-imposition of fire protection assessments pursuant to an annual assessment resolution.

Property appraiser means the Volusia County Property Appraiser.

Tax collector means Volusia County or any department, division or office thereof responsible for the collection of ad valorem taxes and non-ad valorem assessments.

Tax roll means the real property ad valorem tax assessment roll maintained by the property appraiser for the purpose of the levy and collection of ad valorem taxes.

Uniform Assessment Collection Act means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

(b) ***Interpretation.*** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Article; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Article. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

(c) ***General Findings.*** It is hereby ascertained, determined, and declared that:

(1) Pursuant to Article VIII, section 2(b), Florida Constitution, the Charter for the City of Port Orange, and sections 166.021 and 166.041, Florida Statutes, the city council has all powers of local self government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of city ordinances.

- (2) The city council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the city council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Fire Protection services, facilities or programs of the city.
- (3) The purpose of this Article is to provide procedures and standards for the imposition of city-wide fire protection assessments under the general home rule powers of a municipality to impose special assessments; authorize a procedure for the funding of Fire Protection services, facilities, or programs providing special benefits to property within the city; and legislatively determine the special benefit provided to assessed property from the provision of the city's fire protection services.
- (4) The annual fire protection assessments, to be imposed using the procedures provided in this Article, shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.
- (5) The fire protection assessments to be imposed using the procedures provided in this Article are imposed by the city council, not the Volusia County Board

of County Commissioners, the property appraiser or the tax collector. The duties of the property appraiser and tax collector under the provisions of this Article and the Uniform Assessment Collection Act are ministerial.

(d) *Legislative determinations of special benefit.* It is hereby ascertained and declared that the Fire Protection services, facilities, and programs provide a special benefit to property because Fire Protection services possess a logical relationship to the use and enjoyment of property by:

- (1) Protecting the value and integrity of the improvements, structures, and unimproved land through the provision of available Fire Protection services;
- (2) Protecting the life and safety of intended occupants in the use and enjoyment of property;
- (3) Lowering the cost of fire insurance by the presence of a professional and comprehensive Fire Protection program within the city and limiting the potential financial liability for uninsured or underinsured properties; and
- (4) Containing and extinguishing the spread of fire incidents occurring on property, including but not limited to unimproved property, with the potential to spread and endanger the structures and occupants of property.

Sec. 30-52. – Assessments.

(a) *General authority.*

- (1) The city council is hereby authorized to impose an annual fire protection assessment to fund all or any portion of the fire protection assessed cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the city's provision of Fire Protection services, facilities, or programs. All fire protection assessments shall be imposed in conformity with the procedures set forth herein.
- (2) The amount of the fire protection assessment imposed in a fiscal year against a parcel of assessed property shall be determined pursuant to an apportionment methodology designed to provide a fair and reasonable apportionment of the fire protection assessed cost among assessed property on a basis reasonably related to the special benefit provided by Fire Protection services, facilities, or programs funded with assessment proceeds.
- (3) Nothing contained in this Article shall be construed to require the imposition of fire protection assessments against government property.

(b) *Initial proceedings.* The initial proceeding for the imposition of a fire protection assessment shall be the adoption of an initial assessment resolution by the city council which:

- (1) Contains a brief and general description of the Fire Protection services, facilities, or programs to be provided;
- (2) Determines the fire protection assessed cost to be assessed;

- (3) Describes the method of apportioning the fire protection assessed cost and the computation of the fire protection assessment for specific properties;
- (4) Establishes an estimated assessment rate for the applicable fiscal year;
- (5) Establishes a maximum assessment rate, if desired by the city council; and
- (6) Directs the assessment coordinator to:
 - a. Prepare the initial assessment roll, as required by Section 30-52(c) hereof;
 - b. Publish the notice required by Section 30-52(d) hereof; and
 - c. Mail the notice required by Section 30-52(e) hereof using information then available from the tax roll.

(c) *Initial assessment roll.*

- (1) The assessment coordinator shall prepare, or direct the preparation of, the initial assessment roll, which shall contain the following:
 - a. A summary description of all assessed property conforming to the description contained on the tax roll;
 - b. The name of the owner of the assessed property, if available; and
 - c. The amount of the fire protection assessment to be imposed against each such parcel of assessed property.
- (2) The initial assessment roll shall be retained by the assessment coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the assessment roll be in printed form if the amount of the fire

protection assessment for each parcel of property can be determined by use of a computer terminal available to the public.

(d) *Notice by publication.*

(1) Upon completion of the initial assessment roll, the assessment coordinator shall publish, or direct the publication of, once in a newspaper of general circulation within the city a notice stating that at a meeting of the city council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the city council will hear objections of all interested persons to the final assessment resolution which shall establish the rate of assessment and approve the aforementioned initial assessment roll.

(2) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include

- a. A geographic depiction of the property subject to the fire protection assessment;
- b. A brief and general description of the Fire Protection services, facilities, or programs to be provided;
- c. The rate of assessment including a maximum assessment rate in the event one was adopted;
- d. The procedure for objecting provided in Section 30-52(f) hereof;

- e. The method by which the fire protection assessment will be collected;
and
- f. A statement that the initial assessment roll is available for inspection at the office of the assessment coordinator and all interested persons may ascertain the amount to be assessed against a parcel of assessed property at the office of the assessment coordinator.

(e) *Notice by mail.*

(1) In addition to the published notice required by Section 30-52(d), the assessment coordinator shall provide notice, or direct the provision of notice, of the proposed fire protection assessment by first class mail to the owner of each parcel of property subject to the fire protection assessment.

(2) Such notice shall include:

- a. The purpose of the fire protection assessment;
- b. The rate of assessment to be levied against each parcel of property, including a maximum assessment rate in the event one was adopted;
- c. The unit of measurement applied to determine the fire protection assessment;
- d. The number of such units contained in each parcel of property;
- e. The total revenue to be collected by the city from the fire protection assessment;

- f. A statement that failure to pay the fire protection assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property;
- g. A statement that all affected owners have a right to appear at the hearing and to file written objections with the city council within 20 days of the notice; and
- h. The date, time, and place of the hearing.

(3) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each owner at such address as is shown on the tax roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The assessment coordinator may provide proof of such notice by affidavit. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for payment of a fire protection assessment imposed by the city council pursuant to this Article.

(f) *Adoption of final assessment resolution.*

- (1) At the public hearing as noticed pursuant to Section 30-52(d) and (e) hereof, or to which an adjournment or continuance may be taken by the city council,

the city council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the city council adopt the final assessment resolution which shall:

- a. Confirm, modify, or repeal the initial assessment resolution with such amendments, if any, as may be deemed appropriate by the city council;
- b. Establish the rate of assessment to be imposed in the upcoming fiscal year;
- c. Establish a maximum assessment rate that may be imposed in the event such rate was adopted;
- d. Approve the initial assessment roll, with such amendments as it deems just and right; and
- e. Determine the method of collection.

(2) The adoption of the final assessment resolution by the city council shall constitute a legislative determination that all parcels assessed derive a special benefit from the Fire Protection services, facilities, or programs to be provided or constructed and a legislative determination that the fire protection assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(3) All written objections to the final assessment resolution shall be filed with the assessment coordinator at or before the time or adjourned time of such

hearing. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which fire protection assessments are imposed or re-imposed hereunder.

(g) ***Effect of final assessment resolution.*** The fire protection assessments for the initial fiscal year shall be established upon adoption of the final assessment resolution. The adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property; the method of apportionment and assessment; the initial rate of assessment; the maximum assessment rate, if any; the initial assessment roll; and the levy and lien of the fire protection assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the city council's adoption of the final assessment resolution. The initial assessment roll, as approved by the final assessment resolution, shall be delivered to the tax collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 30-53(b) hereof is used to collect the fire protection assessments, such other official as the city council by resolution shall designate.

(h) ***Annual assessment resolution.***

(1) Annually, the city council shall approve the assessment roll in accordance with the procedures in this Section 30-52(h), unless the city council makes the

determination by majority vote that a fire protection assessment shall not be levied for the subsequent fiscal year.

- (2) The initial proceedings for the approval of the annual assessment roll shall be the adoption of a preliminary assessment resolution by the city council which
- a. Contains a brief and general description of the fire protection services, facilities, or programs to be provided;
 - b. Determines the fire protection assessed cost to be assessed for the upcoming fiscal year;
 - c. Establishes the estimated assessment rate for the upcoming fiscal year;
 - d. Establishes or increases a maximum assessment rate, if desired by the city council;
 - e. Authorizes the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the annual assessment resolution for the upcoming fiscal year if a public hearing is required based on the circumstances described in subsection (6) below; and
 - f. Directs the assessment coordinator to:
 1. Update the assessment roll;

2. Provide notice by publication and first-class mail to affected owners in the event circumstances described in subsection (6) of this section so require; and
 3. Direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the city.
- (3) At the public hearing established in the preliminary assessment resolution or to which an adjournment or continuance may be taken by the city council, the city council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the city council, adopt the annual assessment resolution, which shall:
- a. Establish the rate of assessment to be imposed in the upcoming fiscal year; and
 - b. Approve the assessment roll for the upcoming fiscal year with such adjustments as the city council deems just and right.

The assessment roll shall be prepared in accordance with the method of apportionment set forth in the initial assessment resolution, or any subsequent preliminary assessment resolution, together with modifications, if any, that are provided and confirmed in the final assessment resolution or any subsequent annual assessment resolution.

- (4) Nothing herein shall preclude the city council from providing annual notification to all owners of assessed property in the manner provided in Section 30-52(d) and (e) hereof or any other method as provided by law.
- (5) The city council may establish or increase a maximum assessment rate in an initial assessment resolution or preliminary assessment resolution and confirm such maximum assessment rate in the annual assessment resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 30-52(d) and (e) hereof.
- (6) In the event (1) the proposed fire protection assessment for any fiscal year exceeds the rates of assessment adopted by the city council including a maximum assessment rate, if any, that were listed in the notices previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, (2) the purpose for which the fire protection assessment is imposed or the use of the revenue from the fire protection assessment is substantially changed from that represented by notice previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, (3) the method of apportionment is revised or altered resulting in an increased fire protection assessment from that represented by notice previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, or (4) an assessment roll contains assessed property that was not included on

the assessment roll approved for the prior fiscal year, notice shall be provided by publication and first class mail to the owners of such assessed property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Section 30-52(d) and (e) hereof and inform the owner of the date, time, and place for the adoption of the annual assessment resolution. The failure of the owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the assessment roll nor release or discharge any obligation for payment of a fire protection assessment imposed by the city council pursuant to this Article.

- (7) As to any assessed property not included on an assessment roll approved by the adoption of the final assessment resolution or a prior year's annual assessment resolution, the adoption of the succeeding annual assessment resolution shall be the final adjudication of the issues presented as to such assessed property (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a maximum assessment rate, the assessment roll, and the levy and lien of the fire protection assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the city council's adoption of the annual assessment resolution.

Nothing contained herein shall be construed or interpreted to affect the finality of any fire protection assessment not challenged within the required 20-day period for those fire protection assessments previously imposed against assessed property by the inclusion of the assessed property on an assessment roll approved in the final assessment resolution or any subsequent annual assessment resolution.

(8) The assessment roll, as approved by the annual assessment resolution, shall be delivered to the tax collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 30-53(b) hereof is used to collect the fire protection assessments, such other official as the city council by resolution shall designate. If the fire protection assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the assessment roll.

(i) ***Lien of fire protection assessments.*** Upon the adoption of the assessment roll, all fire protection assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a fire protection assessment shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual assessment resolution,

whichever is applicable. The lien for a fire protection assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll. The lien for a fire protection assessment collected under the alternative method of collection provided in Section 30-53(b) shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual assessment resolution, whichever is applicable, and shall attach to the property on such date of adoption.

- (j) *Revisions to fire protection assessments.* If any fire protection assessment made under the provisions of this Article is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the city council is satisfied that any such fire protection assessment is so irregular or defective that the same cannot be enforced or collected, or if the city council has failed to include or omitted any property on the assessment roll, which property should have been so included, the city council may take all necessary steps to impose a new fire protection assessment against any property benefited by the Fire Protection services, facilities or programs, following as nearly as may be practicable, the provisions of this Article and in case such second fire protection assessment is annulled, vacated, or set aside, the city council may obtain and impose other fire protection assessments until a valid fire protection assessment is imposed.

(k) *Procedural irregularities.* Any informality or irregularity in the proceedings in connection with the levy of any fire protection assessment under the provisions of this Article shall not affect the validity of the same after the approval thereof, and any fire protection assessment as finally approved shall be competent and sufficient evidence that such fire protection assessment was duly levied, that the fire protection assessment was duly made and adopted, and that all other proceedings applicable to such fire protection assessment were duly had, taken, and performed as required by this Article; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

(l) *Correction of errors and omissions.*

- (1) No act of error or omission on the part of the property appraiser, tax collector, city manager, city council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a fire protection assessment imposed by the city council under the provision of this Article.
- (2) When it shall appear that any fire protection assessment should have been imposed under this Article against a parcel of property specially benefited by the provision of Fire Protection services, facilities, or programs, but that such property was omitted from the assessment roll; or such property was erroneously assessed; or was not listed on the tax roll as an individual parcel

of property as of the effective date of the assessment roll approved by the annual assessment resolution for any upcoming fiscal year, the city council may, upon provision of a notice by mail provided to the owner of the omitted or erroneously assessed parcel in the manner and form provided in Section 30-52(e), impose the applicable fire protection assessment for the fiscal year in which such error or omission is discovered, in addition to the applicable fire protection assessment due for the prior two fiscal years. Such fire protection assessment shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided herein, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

- (3) Prior to the delivery of the assessment roll to the tax collector in accordance with the Uniform Assessment Collection Act, the assessment coordinator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to a fire protection assessment, based upon presentation of competent and substantial evidence, to correct any error in applying the fire protection

assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the fire protection assessment imposed under the provisions of this Article. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the assessment coordinator and not the property appraiser or tax collector.

- (4) After the assessment roll has been delivered to the tax collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the tax roll upon timely written request and direction of the assessment coordinator.

(m) *Interim assessments.*

- (1) An interim fire protection assessment may be imposed against all property, for which a building permit or certificate of occupancy, at the discretion of the city council, is issued, after adoption of the annual assessment resolution. The amount of the interim fire protection assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the annual assessment resolution for the fiscal

year for which the interim fire protection assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year. In addition to the monthly rate, the interim fire protection assessment may also include an estimate of the subsequent fiscal year's fire protection assessment. No building permit or certificate of occupancy, at the discretion of the city council, shall be issued until full payment of the interim fire protection assessment is received by the city. Issuance of the building permit or certificate of occupancy, at the discretion of the city council, without the payment in full of the interim fire protection assessment shall not relieve the owner of such property of the obligation of full payment. Any interim fire protection assessment not collected prior to the issuance of the building permit or certificate of occupancy, at the discretion of the city council, may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 30-53(a) of this Article or by any other method authorized by law. Any interim fire protection assessment shall be deemed due and payable on the date the building permit or certificate of occupancy, at the discretion of the city council, was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens,

encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the building permit or certificate of occupancy, at the discretion of the city council.

(2) In the event the city elects to collect the interim fire protection assessment at the time of building permit, the following procedures shall apply.

- a. In the event a building permit expires prior to completion of the building for which it was issued, and the applicant paid the interim fire protection assessment at the time the building permit was issued, the applicant may within 90 days of the expiration of the building permit apply for a refund of the interim fire protection assessment. Failure to timely apply for a refund of the interim fire protection assessment shall waive any right to a refund.
- b. The application for refund shall be filed with the assessment coordinator and contain the following:
 1. The name and address of the applicant;
 2. The location of the property and the tax parcel identification number for the property which was the subject of the building permit;
 3. The date the interim fire protection assessment was paid;

4. A copy of the receipt of payment for the interim fire protection assessment; and
 5. The date the building permit was issued and the date of expiration.
- c. After verifying that the building permit has expired and that the building has not been completed, the city shall refund the interim fire protection assessment paid for such building.
 - d. The applicant for a building permit which is subsequently issued for a building on the same property which was subject of a refund shall pay the interim fire protection assessment as required by this Section 30-52(m).

Sec. 30-53. – Collection.

(a) *Method of collection.*

- (1) Unless otherwise directed by the city council, the fire protection assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the city shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Article may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.
- (2) The amount of a fire protection assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific

parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such fire protection assessment upon certification of a non-ad valorem roll to the tax collector by the city.

(b) *Alternative method of collection.* In lieu of using the Uniform Assessment Collection Act, the city council may elect to collect the fire protection assessments by any other method which is authorized by law or under the alternative collection method provided by this section:

(1) The city council shall provide fire protection assessment bills by first class mail to the owner of each affected parcel of property that is subject to the fire protection assessment. The bill or accompanying explanatory material shall include:

a. A brief explanation of the fire protection assessment;

- b. A description of the unit of measurement used to determine the amount of the fire protection assessment;
- c. The number of units contained within the parcel;
- d. The total amount of the fire protection assessment imposed against the parcel for the appropriate period;
- e. The location at which payment will be accepted;
- f. The date on which the fire protection assessment is due; and
- g. A statement that the fire protection assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(2) A general notice of the lien resulting from imposition of the fire protection assessments shall be recorded in the Official Records of the County of Volusia. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records of the County of Volusia.

(3) The city council shall have the right to foreclose and collect all delinquent fire protection assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A fire protection assessment shall become delinquent if it is not paid within 30 days from the date payment was

due, as identified in accordance with subsection (b)(1)f. of this section. The city council or its agent shall notify any property owner who is delinquent in payment of his or her fire protection assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the city council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent fire protection assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent fire protection assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

- (4) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the city may be the purchaser to the same extent as any person. The city council or its agent may join in one foreclosure action the collection of fire protection assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the city council and its agents, including

reasonable attorney fees, in collection of such delinquent fire protection assessments and any other costs incurred by the city council as a result of such delinquent fire protection assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(5) In lieu of foreclosure, any delinquent fire protection assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by the Uniform Assessment Collection Act and this Article, and (2) any existing lien of record on the affected parcel for the delinquent fire protection assessment is supplanted by the lien resulting from certification of the assessment roll, as applicable, to the tax collector.

(6) Notwithstanding the city council's use of an alternative method of collection, the assessment coordinator shall have the same power and authority to correct errors and omissions as provided to him or other city officials in Section 30-52(l) hereof.

(7) Any city council action required in the collection of fire protection assessments may be by resolution.

(c) *Government property.*

- (1) Notwithstanding anything herein to the contrary, Assessments shall not be imposed against government property which is exempted from the payment of special assessments and/or non-ad valorem assessments under state or federal law. The foregoing class of properties not to be assessed do not include government property that is leased for private use. Nothing herein shall be construed to require the imposition of Assessments against government property.
- (2) In the event fire protection assessments are imposed against government property, the city council shall provide fire protection assessment bills by first class mail to the owner of each affected parcel of government property. The bill or accompanying explanatory material shall include:

 - a. A brief explanation of the fire protection assessment;
 - b. A description of the unit of measurement used to determine the amount of the fire protection assessment;
 - c. The number of units contained within the parcel;
 - d. The total amount of the parcel's fire protection assessment for the appropriate period;
 - e. The location at which payment will be accepted; and
 - f. The date on which the fire protection assessment is due.

- (3) Fire protection assessments imposed against government property shall be due on the same date as all other fire protection assessments and, if applicable, shall be subject to the same discounts for early payment.
- (4) A fire protection assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in subsection (b)(1)f. of this section. The city council shall notify the owner of any government property that is delinquent in payment of its fire protection assessment within 60 days from the date such assessment was due. Such notice shall state that the city council will initiate a mandamus or other appropriate judicial action to compel payment.
- (5) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of government property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the city, including reasonable attorney fees, in collection of such delinquent fire protection assessments and any other costs incurred by the city council as a result of such delinquent fire protection assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

- (6) As an alternative to the foregoing, a fire protection assessment imposed against government property may be collected as a surcharge on a utility bill provided to such government property in periodic installments with a remedy of a mandamus action in the event of non-payment. The city council may contract for such billing services with any utility, whether or not such utility is owned by the city.

Sec. 30-54. - General Provisions.

- (a) *Applicability.* This Article and the city council's authority to impose assessments pursuant hereto shall be applicable throughout the city.

(b) *Alternative method.*

- (1) This Article shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Article, being necessary for the welfare of the inhabitants of the city, shall be liberally construed to effect the purposes hereof.

- (2) Nothing herein shall preclude the city council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the city, (2) any

notice required by this Article, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 4. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____, 2019.

Passed and adopted on second reading and final reading on the ____ day of _____, 2019.

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (G18) Second Reading - Ordinance No. 2019-22 - Trespassing on Public Property

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-22.

SUMMARY: This Ordinance allows for enforcement of trespassing on public properties in accordance with trespassing laws, and provides for due process.

Project No.: Funding Account No.:

Presenter: Matthew Jones

ATTACHMENTS:

1.	Ordinance No. 2019-22 - Public Property Trespass	Ordinance No. 2019-22 - Public Property Trespass.pdf
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Robin Fenwick

Created/Initiated - 6/26/2019

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 58 OF THE CODE OF ORDINANCES, TO ESTABLISH A NEW SECTION 58-4 SETTING FORTH THE AUTHORITY AND PROCEDURES FOR THE ISSUANCE OF TRESPASS WARNINGS FOR PUBLIC PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is necessary for the preservation and enhancement of the public health, safety and welfare and in the best interest of the City and its citizens to protect its parks and other public property; and

WHEREAS, the City Council recognizes the recidivism rates of certain ordinance violations by the same individuals and often in the same areas; and

WHEREAS, the City Council wants to ensure all citizens have a pleasant and enjoyable experience at City parks and other public property; and

WHEREAS, to ensure that all citizens continue to enjoy these facilities, it is necessary to enforce City rules and ordinances and remove those individuals who choose not to follow them.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 58-4 of the Code of Ordinances, City of Port Orange, Florida, is hereby established and shall read as follows:

Sec. 58-4. – Trespass from public property.

- (a) The city manager and officers of the police department are authorized to issue a trespass warning to any individual who violates any city ordinance, park rule or regulation, or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public rights-of-way. The trespass warning shall be limited in area to the specific property where the violation occurred.
- (b) For the purpose of this section, "rights-of-way" shall only include those sidewalks which are adjacent to a paved street, provided that the street-side edge of the sidewalk is within fifty (50) feet of the paved street or curb line.
- (c) Trespass warnings shall be issued as follows:
 - (1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one (1) year.
 - (2) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two (2) years.
- (d) A copy of the trespass warning shall be provided by certified mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.
- (e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

- (f) The city manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.
- (g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.
- (h) This section shall not be construed to limit the authority of officers of the police department to cite or arrest individuals for violating any section of the Code of Ordinances or the Florida Statutes.
- (i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:
 - (1) An appeal of the trespass warning must be filed, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.
 - (2) The appeal shall be filed at the location specified in the trespass warning.

- (3) Appeals shall be heard by a special magistrate with whom the city contracts to provide this service.
- (4) Within five days following the filing of the appeal, the special magistrate shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:
 - a. By posting the notice at the city hall, and
 - b. By mail if an address has been provided. In the event of non-delivery, then the notice posted at the city hall shall be sufficient.
- (5) The special magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than seven days following the filing of the appeal and no later than 30 days from the filing of the appeal.
- (6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.
- (7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.
- (8) The special magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing.

Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

- (9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.
- (10) If the appellant fails to attend a scheduled hearing, the special magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.
- (11) Within five days of the hearing, the special magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the city hall.
- (12) The decision of the special magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law by the appellant. The city may not appeal any decision of the special magistrate.
- (13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

Section 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 5. This ordinance shall be become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____, 2019.

Passed and adopted on second reading and final reading on the ____ day of _____, 2019.

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney

[CA 6849]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (G19) First Reading - Ordinance No. 2019-23 - Small-scale Future Land Use Map Amendment/Harbor Landings (Case No. 18-20000008)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-23, to change the FLU for ±4.26 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre), and authorization for staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (06/27/19): Recommended Approval

The applicant requests approval to change the Future Land Use (FLU) designation of approximately 4.26 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 5653 and 5675 S. Ridgewood Avenue, on the west side of Riverside Drive, east of Ridgewood Avenue, between Breaks Way and Seminole Avenue, and is part of the proposed Harbor Landings Planned Unit Development (PUD). The applicant's proposed FLU amendment is being processed concurrently with the applicant's PUD rezoning request to establish the Harbor Landings PUD for the development of 10 single-family homes and 16-townhome units. The proposed Harbor Landings PUD is consistent with the proposed *Urban Medium Density Residential* FLU designation, which allows for development of residential uses along collector and arterial roads at medium-scale density.

As a component of Smart Growth, the City's Comprehensive Plan encourages a mix of land uses to expand housing choices by developing areas of infill or underutilized vacant land within the City. The proposed FLU category encourages a mix of land uses that expands housing choices and encourages developing areas of infill or underutilized vacant land within the City. The proposed FLU category is compatible with adjacent parcels and reduces the overall intensity of development allowed on the property. All public facilities have adequate capacity to accommodate the proposed amendment.

The applicant's proposed FLU amendment is being processed concurrently with the applicant's PUD rezoning request to establish the Harbor Landings PUD for the development of 10 single-family homes and 16-townhome units. The proposed Harbor Landings PUD is consistent with the proposed *Urban Medium Density Residential* FLU designation, which allows for development of residential uses along collector and arterial roads at medium-scale density.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-23 Small Scale	Ord. No. 2019-23 Small Scale.pdf
2.	Ord. No. 2019-23 Exhibit A	Ord. No. 2019-23 Exhibit A.pdf
3.	CC_Staff Report_Harbor Landings PUD_Small-Scale FLUA	CC_Staff Report_Harbor Landings PUD_Small-Scale FLUA.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 6/27/2019
Approved - 6/28/2019
Approved - 7/5/2019
Approved - 7/5/2019
Final Approval - 7/5/2019

ORDINANCE NO. 2019-23

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
+4.26 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
TO URBAN MEDIUM DENSITY RESIDENTIAL; PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-1, 2019-20 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Office/Residential to Urban Medium Density Residential as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

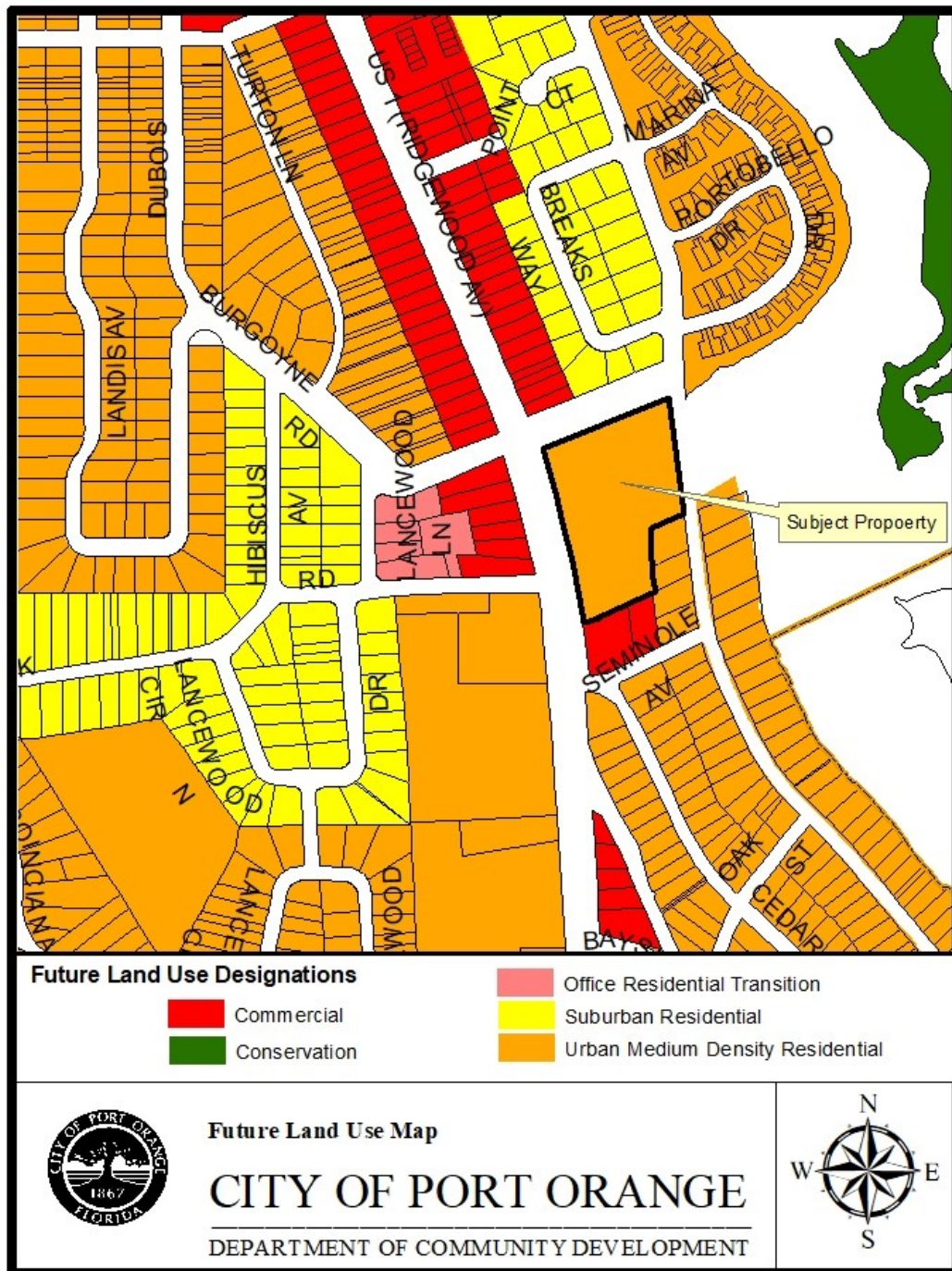
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "A"





STAFF REPORT

Small-Scale Future Land Use Map Amendment/
Harbor Landings PUD
CASE NO. 18-20000008

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 4.26 acres from <i>Office/Residential Transition</i> to <i>Urban Medium Density Residential</i> (4-8 units/acre).
LOCATION:	West side of Riverside Drive, east of Ridgewood Avenue, between Breaks Way and Seminole Avenue
OWNER:	Across the Pond Developments, LLC
APPLICANT:	Michael D. Chiumento III, Esq.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 27, 2019)
CITY COUNCIL:	July 16, 2019

INTRODUCTION

Michael D. Chiumento, III, Esq., applicant on behalf of the owner, Across the Pond Development, LLC, requests approval to change the Future Land Use (FLU) designation of approximately 4.26 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 5653 and 56775 S. Ridgewood Avenue, north of Seminole Avenue (see Figure 1 – Location Map) and is part of the proposed Harbor Landings Planned Unit Development (PUD). The applicant's proposed FLU amendment is being processed concurrently with the applicant's PUD rezoning request to establish the Harbor Landings PUD for the development of 10 single-family homes and 16-townhome units. The proposed Harbor Landings PUD is consistent with the proposed *Urban Medium Density Residential* FLU designation, which allows for development of residential uses along collector and arterial roads at medium-scale density.



DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently vacant except for a concrete wall along the western property boundary. The subject property was originally approved for a 49-unit townhome development (Oak Harbor Townhomes) in 1999 but not constructed. The proposed Harbor Landings PUD is considered an infill development of a vacant parcel within an existing built area that is already served by public infrastructure (water, sewer, roads, schools, etc.). The City's Comprehensive Plan encourages a mix of land uses to expand housing choices by developing areas of infill or underutilized vacant land within the City [Future Land Use Element, Policy 1.2.4 and 2.3.8].

The subject property is adjacent to Riverside Drive and the Halifax River to the east, Ridgewood Avenue to the west, an undeveloped 100-foot-wide right-of-way (Fozzard Boulevard) to the north, and commercial property to the south. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current and proposed Future Land Use (FLU) designations are identified on Exhibit 1. The current zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	undeveloped right-of-way (Fozzard Boulevard)	n/a	n/a
South	Commercial and two vacant single-family residential lots	Commercial; Urban Medium Density Residential	Neighborhood Commercial; part of Proposed Harbor Landings PUD
East	Riverside Drive right-of-way; Halifax River	n/a	n/a
West	Ridgewood Avenue right-of-way	n/a	n/a

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±4.26 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The current FLU designation is a mixed-use category that allows for a distribution of uses within the 24.7-acres, with the cumulative mixture of uses totaling 100%:

1. 75% office and 25% residential (up to 10 units per acre);
2. 75% office and 25% commercial; or
3. 100% office.

The proposed FLU designation is a residential designation, compared to the current FLU designation which is a mixed-use designation that allows office, commercial and residential uses. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density and intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Office/Residential Transition	4.26	0	-4.26
Urban Medium Density Residential (4-8 units/acre)	0	4.26	+4.26
Total Acreage	4.26	4.26	0

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq.ft.)	Net Change in FLU (theoretical max units/sq.ft.)
Office/Residential Transition			
<i>Scenario 1</i> <i>(25% Residential*/75% Office**)</i>	11 units/ 208,761 sq.ft.	0	-11 units/ -208,761 sq.ft.
<i>Scenario 2</i> <i>(25% commercial*/75% office**)</i>	69,587 sq.ft./ 208,761 sq.ft.	0	-278,348 sq.ft.
Urban Medium Density Residential (4-8 units/acre)	0	34 units	+34 units

*up to 10 units/acre

**1.5 Floor-area ratio for non-residential; The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current Future Land Use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

The current FLU designation is a mixed-use category that allows the following theoretical maximum impact scenarios:

1. 25% residential and 75% office (scenario 1); or
2. 25% commercial and 75% office (scenario 2).

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE		PROPOSED LAND USE (UMDR 4-8 UNITS/ACRE)	NET CHANGE	
	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% Commercial/ 75% Office)		Scenario 1	Scenario 2
Residential Units	11	0	34	+23 units	+34 units
Non-residential Buildable Sq. Ft.	208,761	278,348	0	-208,761 sq.ft.	-278,348 sq.ft.
Population ¹	25	0	77	+25	+77
P.M. Peak Hour Trips/Daily Trips ²	78/ 584	354/ 3,664	18/ 198	-60/ -386	-337/ -3,467
Sanitary Sewer (gallons/day) ³	22,636	27,835	5,440	-17,196	-22,395
Potable Water (gallons/day) ⁴	22,856	27,835	6,120	-16,736	-21,715
Solid Waste (lbs./person) ⁵	2,165	2,783	247	-1,917	-2,536
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	0.175	0	0.539	+0.36	+0.54

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Townhomes (230) 0.52 PM Peak Hour, 5.81 Average Daily (per unit); Shopping Center (820) 3.71 PM Peak Hour; 42.70 Average Daily (per 1,000 Sq.Ft.); Office (710) 0.46 PM Peak Hour, 3.32 Average Daily (per 1,000 Sq.Ft.); ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation would decrease the theoretical maximum non-residential development and increase the theoretical maximum residential units allowed on the subject property. Overall, the amendment results in a net decrease in impacts to public infrastructure, except for schools and recreation and open space; however, all public infrastructure has available capacity for the proposed amendment.

TRANSPORTATION

There is a significant decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction is due to the non-residential uses not being allowed in the proposed FLU designation. According to the Institute of Transportation Engineers (ITE), residential dwelling units have a lower trip generation rate than office and commercial uses because the office and commercial uses attract trips from a larger area. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate 18 P.M. peak hour trips, and 198 daily trips.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts. Based on staff's review, the existing transportation facilities are sufficient to support the development associated with the proposed Future Land Use designation.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 5,440 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 6,120 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2019. Actual average daily flow during the 2018 calendar year was 6.01 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 247 pounds of garbage per day. This is a net decrease between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of

development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.5-acres of parkland. According to the City's 2018 Concurrency Management Report, the City has an excess of 60 acres of parkland, so no additional parkland is needed.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit 3).

ENVIRONMENTAL CONDITIONS

According to environmental analysis conducted by Ecological Consulting Solutions, Inc., there are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. For example, Future Land Use Element, Policy 1.2.4 and 2.3.8, encourages a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land within the City. The proposed FLU category is compatible with adjacent parcels and reduces the overall intensity of development allowed on the property. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is adjacent to Riverside Drive and the Halifax River to the east, Ridgewood Avenue to the west, an undeveloped 100-foot wide right-

of-way (Fozzard Boulevard) to the north with single-family homes north of the right-of-way, and commercial property to the south (see Table 1 – page 2).

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone but will not result in increased clearance time for evacuation above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is located in an urban infill area with existing infrastructure. Infill development promotes the efficient and cost-effective provision of public infrastructure and services. Infill development also promotes walkable and connected communities and provides for compact development and a mix of uses along the Ridgewood Corridor that will support housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 4.26 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre), and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

- Exhibit 1 – Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – School District Review Letter

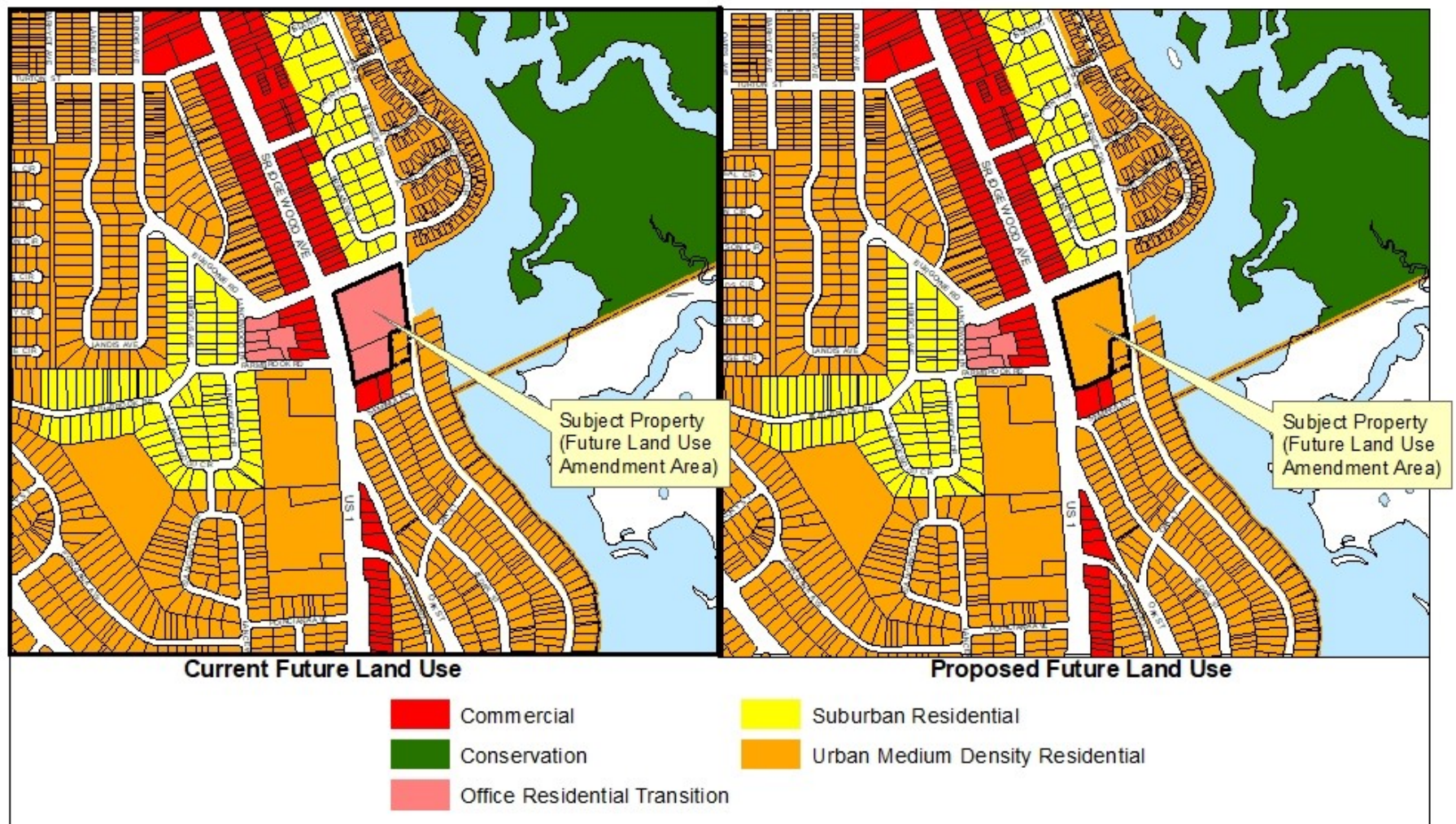


EXHIBIT 1

CASE NO. 18-20000008 and 18-40000004

DEPARTMENT OF COMMUNITY DEVELOPMENT



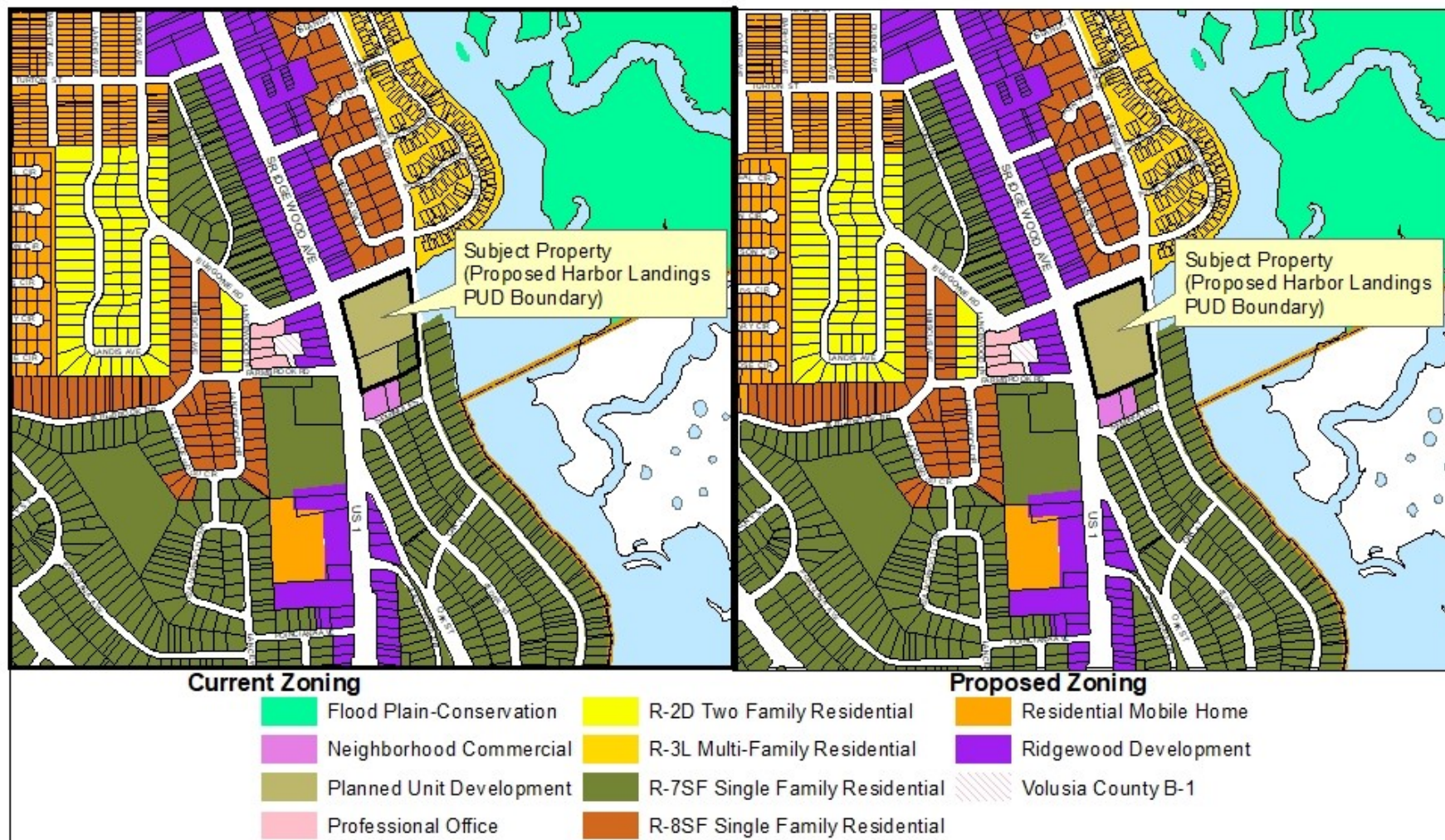
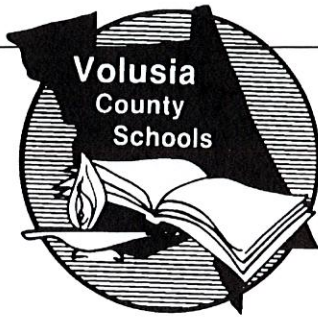


EXHIBIT 2

CASE NO. 18-20000008 and 18-40000004

DEPARTMENT OF COMMUNITY DEVELOPMENT





Mr. James T. Russell
Superintendent of Schools

P.O. Box 2118
DeLand, Florida 32721-2118

DeLand
(386) 734-7190

Daytona Beach
(386) 255-6475

200 North Clara Avenue
DeLand, Florida 32720

New Smyrna Beach
(386) 427-5223

Osteen
(386) 860-3322

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colon
Ms. Jamie M. Haynes

**School Adequate Capacity Determination
Finding of Adequate Capacity Letter**

13 February 2019

Michael D. Chiumento
Chiumento, Dwyer, Hertel, Grant & Kistemaker, P.L.
Attorneys at Law
145 City Place, Suite 301
Palm Coast, FL 32164

RE: Harbor Landings PUD - City of Port Orange
School Capacity Case #19-01-14-001-A

Dear Mr. Chiumento:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed PUD associated with a total of +/- 4.75 acres of property located at 5653 Ridgewood Avenue near the intersection of Nova Road and S. Ridgewood Avenue within the City of Port Orange. The proposed changes would result in a decrease in density of 23 single family townhome units, to a maximum of twenty-six (26) single family units.

The district uses county wide Student Generation Rates (SGRs) of (.305) for single family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate eight (8) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	26	7.9
Multifamily Dwelling Unit	.104	0	0
Total			8

Harbor Landings PUD - City of Port Orange
13 February 2019

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2018-19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Port Orange Elementary	398	116%	no	3
Silver Sands Middle	1221	105%	no	2
Spruce Creek High	2596	125%	yes	2

The students projected to be generated by this project will not increase the existing percentage above 100% permanent capacity. The Port Orange elementary is land locked and cannot be expanded. It is projected to decrease in total students over the next several years. School Board's long-range plans include completion of the Spruce Creek High Master Plan. The School Board owns a future school site in the Coraschi area, grade levels to be determined. Based upon these long-term plans for growth, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

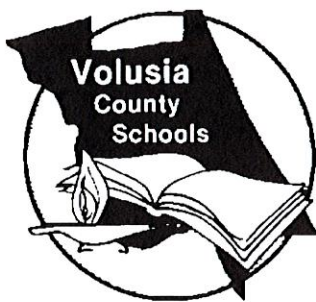
If you should have additional questions please contact me at (386) 947-8786, extension 50810.

Sincerely,



Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Tim Burman, City of Port Orange
Penelope Cruz, City of Port Orange
Project File



Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	Harbor Landings PUD
VCSB Project #	#19-01-14-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6314-01-12-0020; 6314-01-12-0010; 6314-01-12-0040; 6314-01-12-0050
Project Location:	5653 South Ridgewood Avenue, Port Orange
Potential Residential Units:	26
Property Owner/Applicant:	Across the Pond Developments, LLC
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski
Planning & GIS Specialist

13Feb2019
Issue Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (G20) First Reading -Ordinance No. 2019-24 - PUD Rezoning and Harbor Landings Master Development Agreement and Conceptual Development Plan (Case No. 18-40000004)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-24, to rezone ± 4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD, and approval of the Harbor Landings PUD Master Development Agreement (MDA) and Conceptual Development Plan subject to:

1. Approval of the Future Land Use Amendment (Case No. 18-20000008);
 2. City Council direction on the policy considerations discussed in the staff report; and
 3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.
-

SUMMARY: Planning Commission Action (06/27/19): Recommended Approval

The applicant requests to rezone ± 4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD and approval of the Harbor Landings PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the owner intends to develop the subject property as a residential subdivision consisting of 10 single-family lots and 16 townhome lots, along with associated subdivision improvements. The subject property is located on the west side of Riverside Drive, east of Ridgewood Avenue, between Breaks Way and Seminole Avenue.

In 1999, the ± 4.26 -acres of the site was rezoned to PUD and approved for a 49-unit townhome development (Oak Harbor Townhomes) but the project was not constructed, and that MDA has since expired. The remaining 0.48 acres that makes up the subject property is currently zoned R-7SF (Single-Family Residential) which includes two single-family homes and is proposed to be added to the PUD zoned property.

The proposed Harbor Landings PUD is consistent with components of Smart Growth, as it is an infill development of a vacant parcel within an existing built area that is already served by public infrastructure (water, sewer, roads, and schools). The proposed PUD provides a varied type of housing units with a mix of single-family detached and multi-family townhomes. The layout of the proposed CDP incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The development includes a sidewalk network and connects

to Ridgewood Avenue to promote walking and biking to established commercial, office, services, multi-modal facilities (sidewalks, bike lanes, and VOTRAN stop) along the Ridgewood Avenue corridor.

Access to the development will be provided from a private road that is connected to Riverside Drive and Ridgewood Avenue. Access, parking, common open space, landscaping and tree preservation, and most of the lot dimensional requirements meet or exceed the requirements of the LDC. The PUD zoning district allows an applicant to request flexibility from some standard code requirements to accommodate innovative or unique subdivision or site design. The City Council will need to consider the following four (4) deviations from the LDC requested by the applicant, which are discussed in more detail in the attached staff report:

1. Establish a minimum open space for the PUD that is less than 60%
2. Establish a maximum building coverage requirement greater than 40% and a minimum open space requirement less than 40% for townhome lots
3. Establish a uniform 50' minimum lot width for corner and interior single-family lots
4. Reduce the minimum right-of-way width from 50 feet to 25 feet

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-24 PUD Rezoning	Ord. No. 2019-24 PUD Rezoning.pdf
2.	Ord. No. 2019-24 Exhibit 1	Ord. No. 2019-24 Exhibit 1.pdf
3.	Ord. No. 2019-24 Exhibit 2	Ord. No. 2019-24 Exhibit 2.pdf
4.	Ord. No. 2019-24 Exhibit 3	Ord. No. 2019-24 Exhibit 3.pdf
5.	CC Staff Report_Harbor Landings PUD Rezoning	CC Staff Report_Harbor Landings PUD Rezoning .pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 6/27/2019
Approved - 6/28/2019
Approved - 7/5/2019
Approved - 7/5/2019
Final Approval - 7/5/2019

ORDINANCE NO. 2019-24

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
PROPERTY CONSISTING OF APPROXIMATELY
±4.74 ACRES LOCATED ON THE WEST SIDE OF
RIVERSIDE DRIVE, EAST OF RIDGEWOOD
AVENUE FROM PLANNED UNIT DEVELOPMENT
(PUD) AND R-7SF (SINGLE-FAMILY RESIDENTIAL)
TO PUD AND APPROVING A MASTER
DEVELOPMENT AGREEMENT AND CONCEPTUAL
DEVELOPMENT PLAN FOR THE HARBOR
LANDINGS PUD; PROVIDING FOR CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD; and

WHEREAS, the city and Developer desire to enter into the Harbor Landings Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Harbor Landings PUD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed Harbor Landings Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±4.74 acres located on the west side of Riverside Drive, east of Ridgewood Avenue described in **Exhibit "1"**, attached hereto, from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Harbor Landings Planned Unit Development PUD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Harbor Landings Planned Unit Development PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

PARCEL I:

Tax Parcel: 631401120010

A portion of Government Lot 2, Section 14, Township 16 South, Range 33 East, also a portion of Block 12, Harbor Point, as per map recorded in Map Book 11, Page 91, Public Records of Volusia County, Florida, the same being also a portion of that triangular tract of land as shown on Map recorded in Map Book 9, Page 199, Public Records of Volusia County, Florida, described as follows:

POINT OF BEGINNING at an intersection of the East line of Ridgewood Avenue, (a 100 foot road) with the North line of Government Lot 2; thence Northwesterly along the East line of said Ridgewood Avenue a distance of 93.00 feet to an intersection with the center line of a 9 foot wide pavement, but unplatted road; thence North $66^{\circ}37'00''$ East along the center line of said 9 foot paved road a distance of 266.6 feet; thence South $12^{\circ}15'00''$ East a distance of 114.55 feet; thence South $64^{\circ}49'00''$ West a distance of 22.30 feet; thence South $07^{\circ}33'00''$ East a distance of 75.00 feet; thence South $64^{\circ}49'00''$ West a distance of 193.20 feet; thence South $75^{\circ}08'30''$ West a distance of 50.34 feet to a point in the Easterly line of said Ridgewood Avenue; thence Northwesterly along the Easterly line of said Ridgewood Avenue a distance of 95.10 feet to the **POINT OF BEGINNING**.

PARCEL II:

A portion of Block 12, Harbor Point, as per map recorded in Map Book 11, page 91, Public Records of Volusia County, Florida, being also a portion of that triangular tract of land shown on Map Book 9, Page 199, Public Records of Volusia County, Florida, more described as follows:

POINT OF BEGINNING at the intersection of the South line of Fozzard Boulevard as shown on said map of Harbor Point, with the East line of Ridgewood Avenue, as now laid out; thence Southeasterly along the East line of said Ridgewood Avenue, a distance of about 352.40 feet to a point said point being the intersection of the centerline of the 9.00 foot pavement of an unplatted road and the East line of Ridgewood Avenue, being also located 93.00 feet from the North line of Government Lot Two (2), Section 14, Township 16 South, Range 33 East; thence go North $67^{\circ}52'00''$ East, along the centerline of said unplatted paved road, a distance of 367.80 feet to a point on the West line of Riverside Drive; thence North $07^{\circ}33'00''$ West along the West line of said Riverside Drive, a distance of 354.20 feet to an intersection with the South line of Fozzard Boulevard; thence Southwesterly along the South line of aforesaid Fozzard Boulevard, a distance of 413.20 feet to the **POINT OF BEGINNING**. Together with any and all rights grantor may have to the land in front of same lying between Riverside Drive and the Halifax River and riparian rights thereunto appertaining. Excepting therefrom any portion of said property which may lie within the right of way of said unplatted road running along the Southerly Hue of aforesaid described property.

PARCEL III:

Tax Parcel: 631701120050

A portion of Government Lot 2, as Section 14, Township 16 South, Range 33 East, also a portion of Block 12 HARBOR POINT, as per map recorded in Map Book 11, Page 91 Public Records of Volusia County, Florida, the same being also a portion of that triangular tract of land as shown on map recorded in Map Book 9, Page 199, Public Records of Volusia county, Florida, described as follows:

COMMENCING at an intersection of the Easterly line of Ridgewood Avenue (a 100 foot street) with the North line of said Government Lot 2; thence Southeasterly along the Easterly line of said Ridgewood Avenue a distance of 95.10 feet, thence North 75°08'30" East, a distance of 50.34 feet, thence North 64°49'00" East, a distance of 193.20 feet to the **POINT OF BEGINNING**; thence North 07°33'00" West, a distance of 75.00 feet; thence North 64°49'00" East, a distance of 117.00 feet to a point in the Westerly line of RIVERSIDE DRIVE; thence South 07°33'00" East, a distance of 75.00 feet along the Westerly line of said Riverside Drive; thence South 64°49'00" West, a distance of 117.00 feet, to the **POINT OF BEGINNING**.

PARCEL IV:

Tax Parcel: 631401120040

A PORTION OF Government Lot 2, Section 14, Township 16 South, Range 33 East, also a portion of Block 12, HARBOR POINT, according to the plat thereof recorded in Map Book 11, Page 91, Public Records of Volusia County, Florida, the same being a portion of that triangular tract of land as shown on Map book 9, Page 199, Public Records of Volusia County, Florida, described as follows:

COMMENCING at an intersection of the East line of Ridgewood Avenue (a 100 foot street) with the North line of said Government Lot 2; thence Northwesterly along the East line of said Ridgewood Avenue, a distance of about 93.00 feet to an intersection with the centerline of a 9.00 foot wide pavement, but unplatted road; thence North 66°37'00" east along the center line of said 9.00 foot road a distance of 266.60 feet to the **POINT OF BEGINNING**; thence North 66°37'00" East a distance of 103.50 feet; thence South 07°33'00" East along the Westerly line of Riverside Drive a distance of 113.89 feet; thence South 64°49'00" West a distance of 94.70 feet; thence North 12°15'00" West a distance of 114.55 feet to the **POINT OF BEGINNING**.

Exhibit "2"

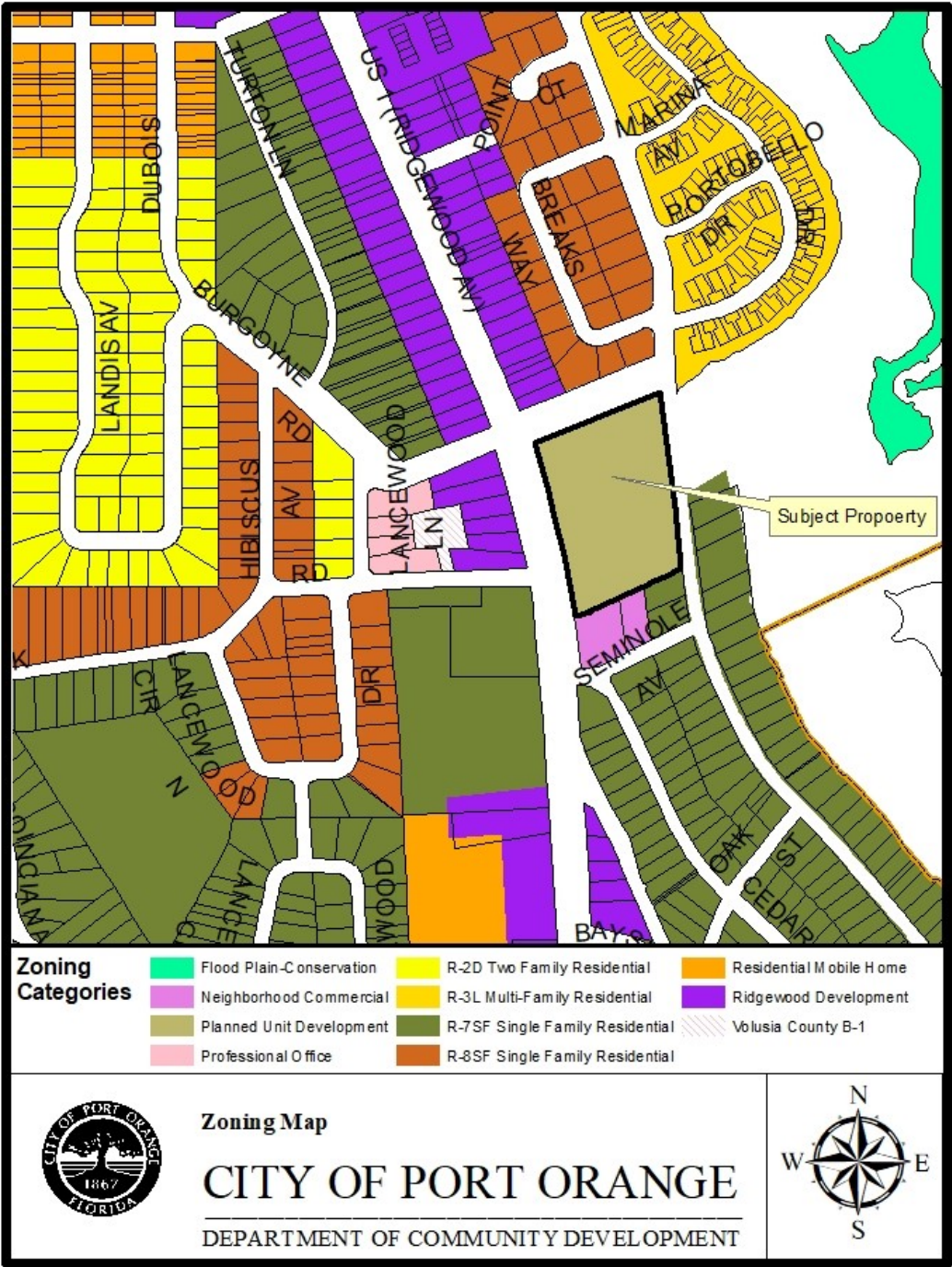


Exhibit "3"

HARBOR LANDINGS PLANNED UNIT DEVELOPMENT PUD MASTER DEVELOPMENT AGREEMENT

This Harbor Landings Planned Unit Development (“PUD”) Master Development Agreement (“MDA”) is entered into by and between the **City of Port Orange**, a Florida municipal corporation (the “City”), and **Across the Pond Developments, LLC**, a Florida limited liability company (the “Developer”) (collectively the “Parties”), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as “Harbor Landings”, involves approximately 4.740 +/- acres of land which is legally described on **Exhibit A** attached hereto, and shall henceforth be referred to as the “Property.” The Property is under unified ownership of Across the Pond Developments, LLC, signatory to this Agreement. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Harbor Landings PUD provides for detached single-family detached residential development and townhomes that protect the moderate-density and transitional character of the Riverside Drive area and Ridgewood Development District. The Property will be subdivided into a maximum of ten (10) single-family detached residential lots and sixteen (16) townhomes, with buffers that ensures the project is compatible with the surrounding, existing neighborhoods. All lots, both single-family and townhome lots, will be privately owned.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Harbor Landings PUD. The MDA and the Conceptual Development Plan (“CDP”), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of private access road, lots, and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the “Plan.” In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirements, the requirements of the applicable city ordinances in effect at the time of development, as defined by the City of Port Orange Land Development Code (“LDC”), shall control. The parties acknowledge that compliance with the City’s LDC may necessitate modification of the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

The Developer shall provide a written notice in the covenants and restrictions and in each contract for sale and purchase of lots in the Harbor Landings PUD stating as follows: “Accessory

structures shall not be permitted to be located in the perimeter landscape buffers established in Section 12 of the Harbor Landings PUD MDA, except as provided in that section. Buildings on the lots shall not be permitted to exceed the total building lot coverage requirements established in Section 4 of the Master Development Agreement.”

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential purposes and developed as a residential community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of 10 single-family, detached dwelling units and 16 townhomes, attached dwelling units, for a maximum density of 5.5 dwelling units per acre. When considered in light of other housing and community choices in the vicinity, the Harbor Landings PUD will provide for a compatible residential development that is consistent with surrounding land use pattern and will protect the character of the existing residential subdivisions in the vicinity to the Harbor Landings PUD.

The PUD will have an overall density of 5.5 dwelling units per acre which is consistent with the density requirements of the “Urban Medium Density Residential (4 to 8 Units per acre)” Future Land Use designation of the Property. This design also provides for a compatible transition between the varying densities of the surrounding properties.

B. Dimensional Requirements

Lot dimensions and configurations within the Property are generally depicted on the CDP. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit “B” may be adjusted during the final subdivision process.

The total number of residential units in the development shall not exceed twenty-six (26) dwelling units or a gross project density of 5.5 dwelling units per acre. The maximum building height for these dwellings within Harbor Landing PUD shall not exceed 35 feet when measured from the grade to the mid-point of the trusses.

1. Site Development for Single-Family Homes (Lots 1 through 10)

a. Setbacks

- i. Front: 20 Ft
- ii. Rear: 20 Ft
- iii. Side: 5 Ft
- iv. Side Corner: 5 Ft

b. Minimum Lot Size

- i. Width: 50 Ft
- ii. Depth: 97 Ft

c. Maximum Building Height: 35 Ft

d. Minimum Open Space: 40%

e. Maximum Impervious Area: 60%

f. Maximum building coverage: 40%

2. Site Development for Townhome (Lots 11 through 26)

a. Setbacks

- i. Front: 20 Ft
- ii. Rear: 17 Ft
- iii. Side: 0 Ft
- iv. Side Corner: 10 Ft

- b. Minimum Lot Size
 - i. Width: 23 Ft
 - ii. Depth: 102 Ft
- c. Maximum Building Height: 35 Ft
- d. Minimum Building Separation: 15 Ft
- e. Minimum Open Space: 20%
- f. Maximum Impervious Area: 80%
- g. Maximum building coverage: 65%

C. Open Space

All single-family detached lots within the Harbor Landings PUD shall have a minimum open space of forty (40%) percent of each lot. All townhomes within the Harbor Landings PUD shall have a minimum open space of twenty (20%) of each lot. Thirty-Three (33%) percent of the Harbor Landings PUD shall be open common space.

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be consistent with the preliminary architectural plans illustrated in “Exhibit C.” all colors, materials, signage, building orientation, and architectural styles shall be consistent with “Exhibit C.”

6. DOCKS

If Developer establishes legal riparian rights adjacent to the Property to the satisfaction of the City, then application for development of a dock will be allowed subject to the requirements set forth in this Section 6. Said dock shall be private and exclusively for the benefit of the owners of the Property. Development of said dock will be in accordance with the City of Port Orange LDC, any applicable county, state, and federal law in place at the time of the application for dock

permitting, and as otherwise required by law. Further, if Developer develops a dock, Developer shall designate the dock area as common area when platting the Property.

7. PHASING

Construction of the subdivision and all infrastructure shall be completed in one phase.

8. SANITARY WASTE, STORMWATER, AND POTABLE WATER

The Developer will extend water and sewer lines to serve the Property and the development authorized herein and the water and sewer lines shall be public utilities. If the City desires to extend the water and sewer lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. The Developer shall comply with the City's LDC and the rules and regulations of the Florida Department of Environmental Protection concerning stormwater drainage.

Irrigation to be provided by the lowest quality water source, including reclaimed water, surface/storm water, or an irrigation well if available. If a lower quality water source is not available or not deemed feasible pursuant to St. Johns River Water Management District Rule or applicable state law, then potable water will be used for irrigation. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. Upon completion of all infrastructure for utilities, the same will be conveyed to the City of Port Orange. Currently, there is an existing gravity line for sewer and an existing water main for potable water for the Property to tie into. If a pump station is needed, it will be constructed in accordance with City of Port Orange Utility Construction Standards for minimum Property requirements.

As this Property is to be developed as a residential in-fill development on existing subdivision, Map Book 09, Page 199, and Map Book 11, page 091, Official Public Records in and for Volusia County, Florida, pursuant to LDC Chapter 8, Section 9(c)(6), compensatory storage is not required.

9. ACCESS AND PARKING

A. ACCESS. The minimum twenty (20) foot wide roadway, inclusive of the environmental curb, within the Property shall be private and have a thirty (30) foot Access, Drainage, and Utility Easement shall be granted to the City for purposes of emergency vehicles and government services, as generally depicted on the CDP. The exact locations of all easements will be provided and depicted when the Property is subject to the subdivision process. The access onto Ridgewood Avenue may be gated, but will be operational for full access by residents, their guest, and emergency services.

B. PARKING. Parking is not permitted on the roadways within the Property. As such, six parking spaces are being provided for the townhomes for visitors and guests. The single-family residence driveways shall be a minimum of twenty (20') feet wide. This width allows for two automobiles to be parked in the driveway. Between the availability of garage spaces in the single-family home and the required minimum width of the driveway's at the single-family residences, no additional parking spaces will be provided for the single-family residences.

10. IMPACT FEE CREDIT

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue

impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer shall form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to all roads, docks and storm water drainage systems within the Property and the entrance features and areas to the Property. The development will be a platted subdivision of the Property.

The general scope and format of the HOA documents, and the covenants and restrictions, will be similar in concept to the documents of similar home owners' associations in Port Orange. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a building site subject to the rules, covenants, and

restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

12. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of twenty (20') feet along the north Property boundary adjacent to the townhome portion of the PUD and along the west Property boundary, a ten (10') foot buffer on the south Property boundary and along the north Property boundary adjacent to the single-family lots, and a ten (10') foot buffer on Riverside Drive Property boundary of the PUD, as shown in the CDP. Landscaping within the western perimeter buffer shall have at a minimum four (4) shade trees, four (4) understory trees and thirty (30) shrubs per 100-linear feet and shall be installed

as part of the subdivision improvements. All other buffers will remain as existing conditions or at time of each lot build out shall be required to install the minimum landscape requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final plat shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the 5' perimeter buffer, except for fencing. The Harbor Landings HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that the landscape is not being maintained in accordance with the standards established in the covenants and restrictions. There also shall be provisions within the covenants and restrictions that allow the HOA to enter the individual lots to conduct maintenance within the landscape buffer to ensure that the minimum maintenance standards are being upheld. The covenants and restrictions shall include provisions for the HOA to charge the individual lot owners for the costs of the HOA maintaining the landscape buffer.

The wall that currently exists along the Western side of the Property (abutting Ridgewood Avenue) shall be maintained by the HOA as part of the Western buffer. Any repairs and future design of the wall shall be consistent and compatible with the PUD Property in terms of materials and colors.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. EXPIRATION

Development of the Harbor Landings PUD shall commence within five (5) years from the effective date of this Agreement and all development shall be completed within ten (10) years from the effective date. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This Agreement shall become effective upon recording by the City of Port Orange at the Developer's expense in the public records of Volusia County, Florida. The second reading of the Ordinance shall not take place until the Developer has provided an executed copy of the MDA to the City of Port Orange addressing all issues discussed prior to the scheduled second reading. If there are no additional requirements, corrections, or conditions attached by the City Council at the second reading, the Agreement shall be signed by the Mayor and City Clerk and recorded upon approval by City Council.

16. AMENDMENTS

Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC. The City may grant administrative variance from the dimensional requirements of this PUD when deemed appropriate by the administrative official. Application for administrative variances from the dimensional requirements of this PUD shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. In no case shall an administrative variance be granted when such variance exceeds ten percent of the required dimension.

17. CONFORMANCE WITH THE LAWS

The Developer agrees;

- A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.
- C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

18. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

19. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 2019.

Signed, sealed and delivered
In the presence of

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

Witness Signature

By: Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2 Signature

By: Robin Fenwick, City Clerk

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City and Robin Fenwick, City Clerk of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print, or Stamp Name
My Commission Expires: _____

DEVELOPER:

Across the Pond Developments, LLC, a Florida Limited Liability Company

By: Across the Pond Developments, LLC, a Florida Limited Liability Company, Manager

By: _____
Mark Venables
Managing Member
Across the Pond Developments, LLC

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Mark Venables, Managing Member of Across the Pond Developments, LLC, a Florida Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

Notary Type, Print, or Stamp Name
My Commission Expires: _____

EXHIBIT A

PARCEL I:

Tax Parcel: 631401120010

A portion of Government Lot 2, Section 14, Township 16 South, Range 33 East, also a portion of Block 12, Harbor Point, as per map recorded in Map Book 11, Page 91, Public Records of Volusia County, Florida, the same being also a portion of that triangular tract of land as shown on Map recorded in Map Book 9, Page 199, Public Records of Volusia County, Florida, described as follows:

POINT OF BEGINNING at an intersection of the East line of Ridgewood Avenue, (a 100 foot road) with the North line of Government Lot 2; thence Northwesterly along the East line of said Ridgewood Avenue a distance of 93.00 feet to an intersection with the center line of a 9 foot wide pavement, but unplatted road; thence North 66°37'00" East along the center line of said 9 foot paved road a distance of 266.6 feet; thence South 12°15'00" East a distance of 114.55 feet; thence South 64°49'00" West a distance of 22.30 feet; thence South 07°33'00" East a distance of 75.00 feet; thence South 64°49'00" West a distance of 193.20 feet; thence South 75°08'30" West a distance of 50.34 feet to a point in the Easterly line of said Ridgewood Avenue; thence Northwesterly along the Easterly line of said Ridgewood Avenue a distance of 95.10 feet to the **POINT OF BEGINNING**.

PARCEL II:

A portion of Block 12, Harbor Point, as per map recorded in Map Book 11, page 91, Public Records of Volusia County, Florida, being also a portion of that triangular tract of land shown on Map Book 9, Page 199, Public Records of Volusia County, Florida, more described as follows:

POINT OF BEGINNING at the intersection of the South line of Fozzard Boulevard as shown on said map of Harbor Point, with the East line of Ridgewood Avenue, as now laid out; thence Southeasterly along the East line of said Ridgewood Avenue, a distance of about 352.40 feet to a point said point being the intersection of the centerline of the 9.00 foot pavement of an unplatted road and the East line of Ridgewood Avenue, being also located 93.00 feet from the North line of Government Lot Two (2), Section 14, Township 16 South, Range 33 East; thence go North 67°52'00" East, along the centerline of said unplatted paved road, a distance of 367.80 feet to a point on the West line of Riverside Drive; thence North 07°33'00" West along the West line of said Riverside Drive, a distance of 354.20 feet to an intersection with the South line of Fozzard Boulevard; thence Southwesterly along the South line of aforesaid Fozzard Boulevard, a distance of 413.20 feet to the **POINT OF BEGINNING**. Together with any and all rights grantor may have to the land in front of same lying between Riverside Drive and the Halifax River and riparian rights thereunto appertaining. Excepting therefrom any portion of said property which may lie within the right of way of said unplatted road running along the Southerly Hue of aforesaid described property.

PARCEL III:

Tax Parcel: 631701120050

A portion of Government Lot 2, as Section 14, Township 16 South, Range 33 East, also a portion of Block 12 HARBOR POINT, as per map recorded in Map Book 11, Page 91 Public Records of Volusia County, Florida, the same being also a portion of that triangular tract of land as shown on map recorded in Map Book 9, Page 199, Public Records of Volusia county, Florida, described as follows:

COMMENCING at an intersection of the Easterly line of Ridgewood Avenue (a 100 foot street) with the North line of said Government Lot 2; thence Southeasterly along the Easterly line of said Ridgewood Avenue a distance of 95.10 feet, thence North 75°08'30" East, a distance of 50.34 feet, thence North 64°49'00" East, a distance of 193.20 feet to the **POINT OF BEGINNING**; thence North 07°33'00" West, a distance of 75.00 feet; thence North 64°49'00" East, a distance of 117.00 feet to a point in the Westerly line of RIVERSIDE DRIVE; thence South 07°33'00" East, a distance of 75.00 feet along the Westerly line of said Riverside Drive; thence South 64°49'00" West, a distance of 117.00 feet, to the **POINT OF BEGINNING**.

PARCEL IV:

Tax Parcel: 631401120040

A PORTION OF Government Lot 2, Section 14, Township 16 South, Range 33 East, also a portion of Block 12, HARBOR POINT, according to the plat thereof recorded in Map Book 11, Page 91, Public Records of Volusia County, Florida, the same being a portion of that triangular tract of land as shown on Map book 9, Page 199, Public Records of Volusia County, Florida, described as follows:

COMMENCING at an intersection of the East line of Ridgewood Avenue (a 100 foot street) with the North line of said Government Lot 2; thence Northwesterly along the East line of said Ridgewood Avenue, a distance of about 93.00 feet to an intersection with the centerline of a 9.00 foot wide pavement, but unplatted road; thence North 66°37'00" east along the center line of said 9.00 foot road a distance of 266.60 feet to the **POINT OF BEGINNING**; thence North 66°37'00" East a distance of 103.50 feet; thence South 07°33'00" East along the Westerly line of Riverside Drive a distance of 113.89 feet; thence South 64°49'00" West a distance of 94.70 feet; thence North 12°15'00" West a distance of 114.55 feet to the **POINT OF BEGINNING**.

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

MASTER DEVELOPMENT AGREEMENT
HARBOR LANDINGS - RIVERSIDE DRIVE
PLANNED URBAN DEVELOPMENT

SECTION 07, TOWNSHIP 16 S, RANGE 33 E
14-16-33-01-12-0010, 14-16-33-01-12-0020
14-16-33-01-12-0040, 14-16-33-01-12-0050
5653 RIDGEWOOD AVENUE
PORT ORANGE, FL 32127



AERIAL MAP
SCALE: 1" = 200'

SITE DEVELOPMENT USAGE

SINGLE FAMILY HOMES (LOTS 1-10)

1A. SINGLE FAMILY LOT REQUIREMENTS (LOTS 1-10):

FRONT SETBACK	20 FT
REAR SETBACK	20 FT
SIDE SETBACK	5.0 FT
SIDE CORNER SETBACK	5.0 FT
MAXIMUM BUILDING HEIGHT:	35 FT
LOT MINIMUM OPEN SPACE:	40%
LOT MAXIMUM IMPERVIOUS AREA:	60%
MAXIMUM BUILDING COVERAGE:	40%
MINIMUM LOT SIZE	2,500 SF
MINIMUM LIVING AREA	1,200 SF

TOWNHOMES (LOTS 11-26)

1B. TOWNHOME LOT REQUIREMENTS (LOTS 11-26):

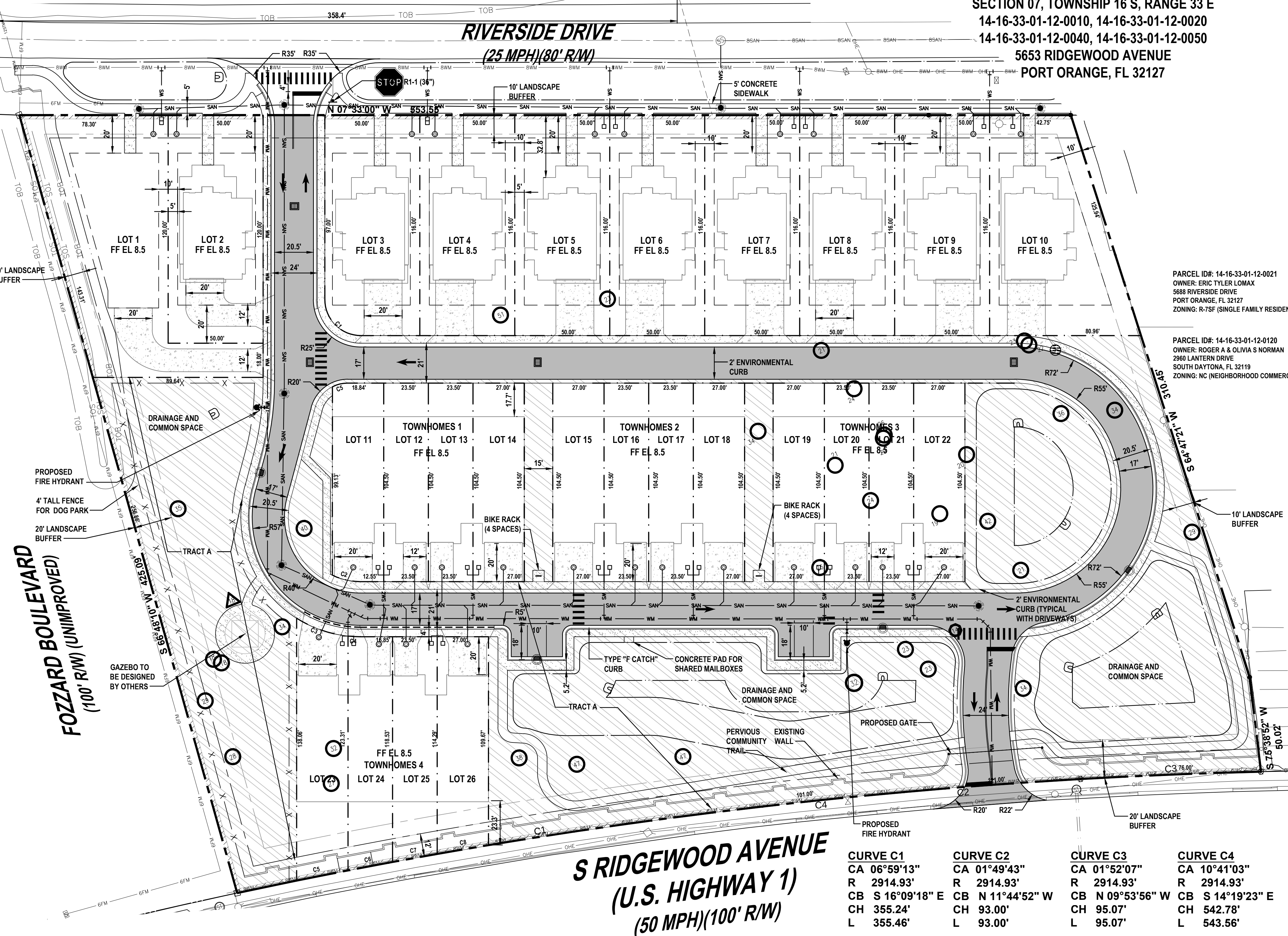
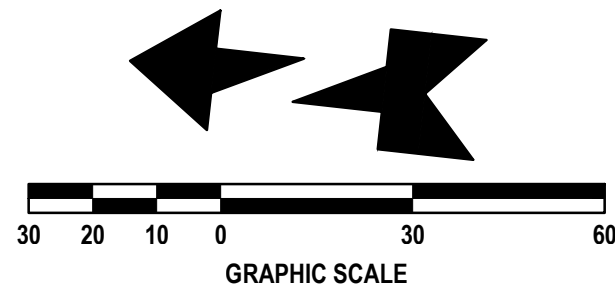
FRONT SETBACK	20 FT
REAR SETBACK	17 FT
SIDE SETBACK	0 FT
SIDE CORNER SETBACK	10 FT
MAXIMUM BUILDING HEIGHT:	35 FT
LOT MINIMUM OPEN SPACE:	20%
LOT MAXIMUM IMPERVIOUS AREA:	80%
MAXIMUM BUILDING COVERAGE:	65%
MINIMUM LOT SIZE	1,600 SF
MINIMUM LIVING AREA	1,200 SF

2. LANDSCAPE BUFFERS (OVERALL SITE):

NORTH PROPERTY LINE (SINGLE FAMILY)	10 FEET	SOUTH PROPERTY LINE	10 FEET
NORTH PROPERTY LINE (MULTI FAMILY)	20 FEET	WEST PROPERTY LINE	20 FEET
		RIVERSIDE DRIVE	10 FEET

3. PROPOSED SITE COVERAGE

	LOT	SF		AC		TOTAL LOT		% OF LOT		
		IMPERVIOUS	PERVIOUS	IMPERVIOUS	PERVIOUS	SF	AC	%IMP	%PER	% OF SITE
SINGLE FAMILY	1	5417	3611	0.124	0.083	9028	0.207	60.0%	40.0%	4.4%
	2	3600	2400	0.083	0.055	6000	0.138	60.0%	40.0%	2.9%
	3	3434	2289	0.079	0.053	5723	0.131	60.0%	40.0%	2.8%
	4	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	5	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	6	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	7	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	8	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	9	3480	2320	0.080	0.053	5800	0.133	60.0%	40.0%	2.8%
	10	4261	2841	0.098	0.065	7102	0.163	60.0%	40.0%	3.4%
MULTI-FAMILY HOMES	11	2139	664	0.049	0.015	2803	0.064	76.3%	23.7%	1.4%
	12	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	13	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	14	2155	667	0.049	0.015	2822	0.065	76.4%	23.6%	1.4%
	15	2155	667	0.049	0.015	2822	0.065	76.4%	23.6%	1.4%
	16	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	17	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	18	2155	667	0.049	0.015	2822	0.065	76.4%	23.6%	1.4%
	19	2155	667	0.049	0.015	2822	0.065	76.4%	23.6%	1.4%
	20	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	21	1744	712	0.040	0.016	2456	0.056	71.0%	29.0%	1.2%
	22	2155	667	0.049	0.015	2822	0.065	76.4%	23.6%	1.4%
	23	2237	1267	0.051	0.029	3504	0.080	63.8%	36.2%	1.7%
	24	1748	1084	0.040	0.025	2832	0.065	61.7%	38.3%	1.4%
	25	1744	991	0.040	0.023	2735	0.063	63.8%	36.2%	1.3%
	26	2155	667	0.049	0.020	3022	0.069	71.3%	28.7%	1.5%
	Total	68,853	37,537	1.581	0.862	106,390	2.442			



LEGAL DESCRIPTION

BEING A PORTION OF BLOCK 12, HARBOR POINT, A SUBDIVISION OF FOZZARD HOMESTEAD, AS RECORDED IN MAP BOOK 11, PAGE 91, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (U.S. HIGHWAY 1 (S.R. #5)) (A 100 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION # 7901-27 DATED JANUARY 27, 1956) AND THE SOUTHERLY RIGHT OF WAY LINE OF FOZZARD BOULEVARD (A 100 FOOT RIGHT OF WAY PLATTED), SAID POINT BEING THE NORTH WESTERLY CORNER OF BLOCK 12, HARBOR POINT SUBDIVISION OF FOZZARD HOMESTEAD, AS RECORDED IN MAP BOOK 11, PAGE 91, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; RUN THENCE NORTH 66 DEGREES, 48 MINUTES, 10 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOZZARD BOULEVARD, A DISTANCE OF 425.09 FEET TO THE NORTH EASTERLY CORNER OF SAID BLOCK 12, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE (AN 80 FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 07 DEGREES, 33 MINUTES, 00 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RIVERSIDE DRIVE, A DISTANCE OF 553.55 FEET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE SOUTH 64 DEGREES, 47 MINUTES, 21 SECONDS WEST, A DISTANCE OF 310.45 FEET; THENCE SOUTH 75 DEGREES, 38 MINUTES, 52 SECONDS WEST, A DISTANCE OF 50.02 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE SOUTH RIDGEWOOD AVENUE, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY AND TO THE LEFT, HAVING A CENTRAL ANGLE 10 DEGREES, 41 MINUTES, 03 SECONDS; A RADIUS 2914.93 FEET, A CHORD BEARING NORTH 14 DEGREES, 18 MINUTES, 23 SECONDS WEST, A CHORD DISTANCE OF 542.78 FEET, THENCE ALONG SAID CURVE AND EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE, AN ARC DISTANCE OF 543.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 206,481 SQUARE FEET MORE OR LESS / 4.7 ACRES MORE OR LESS.

PROJECT TEAM

PROPERTY OWNER / APPLICANT:	ACROSS THE POND DEVELOPMENTS LLC 609 S RIDGEWOOD AVENUE DAYTONA BEACH, FL 32114 PHONE: (386) 236-1023 EMAIL: MARK@ACROSS-THE-POND.COM	SURVEYOR:	A1A SURVEYING, INC. 244 RIDGEWOOD AVENUE DAYTONA BEACH, FL 32117 PHONE: (386) 672-3633 EMAIL: ALLEN@A1ASURVEYING.COM
CIVIL ENGINEER / LANDSCAPE ARCHITECT / PROJECT MANAGER:	NEWKIRK ENGINEERING, INC. 1230 NORTH US HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 827-7794 EMAIL: BRADB@NEWKIRK-ENGINEERING.COM	GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA BEACH, FL 32119 PHONE: (386) 756-1105 FAX: (386) 760-4067 EMAIL: BPOHL@UNIVERSALENGINEERING.COM
ARCHITECT:	BPF DESIGN INCORPORATED 207 FAIRVIEW AVENUE DAYTONA BEACH, FL 32114 PHONE: (386) 257-0502 EMAIL: BPFDESIGN@CFL.RR.COM	NOTE: COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE THE CONCEPTUAL PLAN.	

OVERALL SITE DEVELOPMENT USAGE

	SQ. FT	ACRE	%
ASPHALT PAVEMENT	24,773	0.569	12.0
IMPERVIOUS LOT AREA (26 TOTAL)	68,853	1.581	33.3
SIDEWALKS	11,341	0.260	5.5
TOTAL IMPERVIOUS	104,967	2.410	50.8
TOTAL OPEN SPACE	101,507	2.330	49.2
TOTAL COMMON SPACE	69,539	1.596	33.7
TOTAL SITE	206,474	4.740	100.0
1. EXISTING: URBAN MEDIUM DENSITY RESIDENTIAL (4 TO 8 UNITS PER ACRE)	PROPOSED: URBAN MEDIUM RESIDENTIAL (4 TO 8 UNITS PER ACRE)		
2. SITE CONSISTS OF: (12) CANAVERAL SAND, 0 TO 1 PERCENT SLOPES & (15) COCOA SAND, 0 TO 5 PERCENT SLOPES			
3. EXISTING ZONING: (PUD) PLANNED UNIT DEVELOPMENT			
4. PROPOSED ZONING: (PUD) PLANNED UNIT DEVELOPMENT			
5. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN [LDC, CH. 17, SEC. 17(h)(2)(k)].			
6. COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.			
7. DRIVEWAY SLOPES EXCEEDING A 7% CHANGE IN WILL REQUIRE AN ENGINEER'S SEAL WITH ITS RESPECTIVE BUILDING PERMIT.			

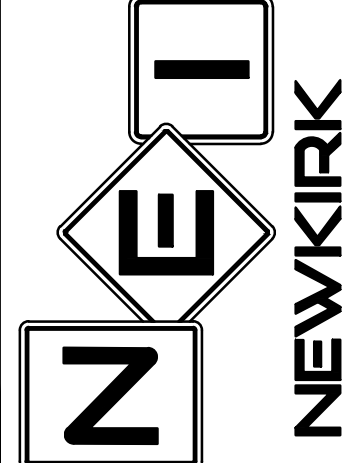
LEGEND

	ASPHALT PAVEMENT
	COMMON SPACE
	CONCRETE DRIVEWAY
	CONCRETE SIDEWALK
	TYPE 'F' CATCH CURB
	ENVIRONMENTAL SPILLOUT CURB
	ENVIRONMENTAL CURB
	SANITARY SEWER
	POLYETHYLENE WATER SERVICE
	WATER MAIN
	PROPOSED 4' FENCE

REVISIONS

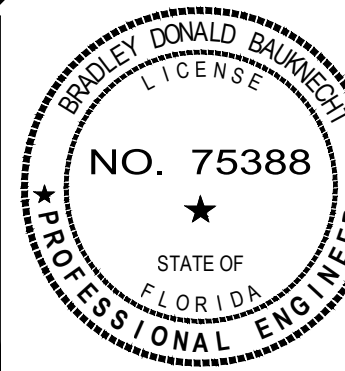
DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 26000384
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Civil Engineering,
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Landscape Architecture



MDA EXHIBIT
HARBOR LANDINGS
5653 RIDGEWOOD AVENUE
PORT ORANGE, FL 32127

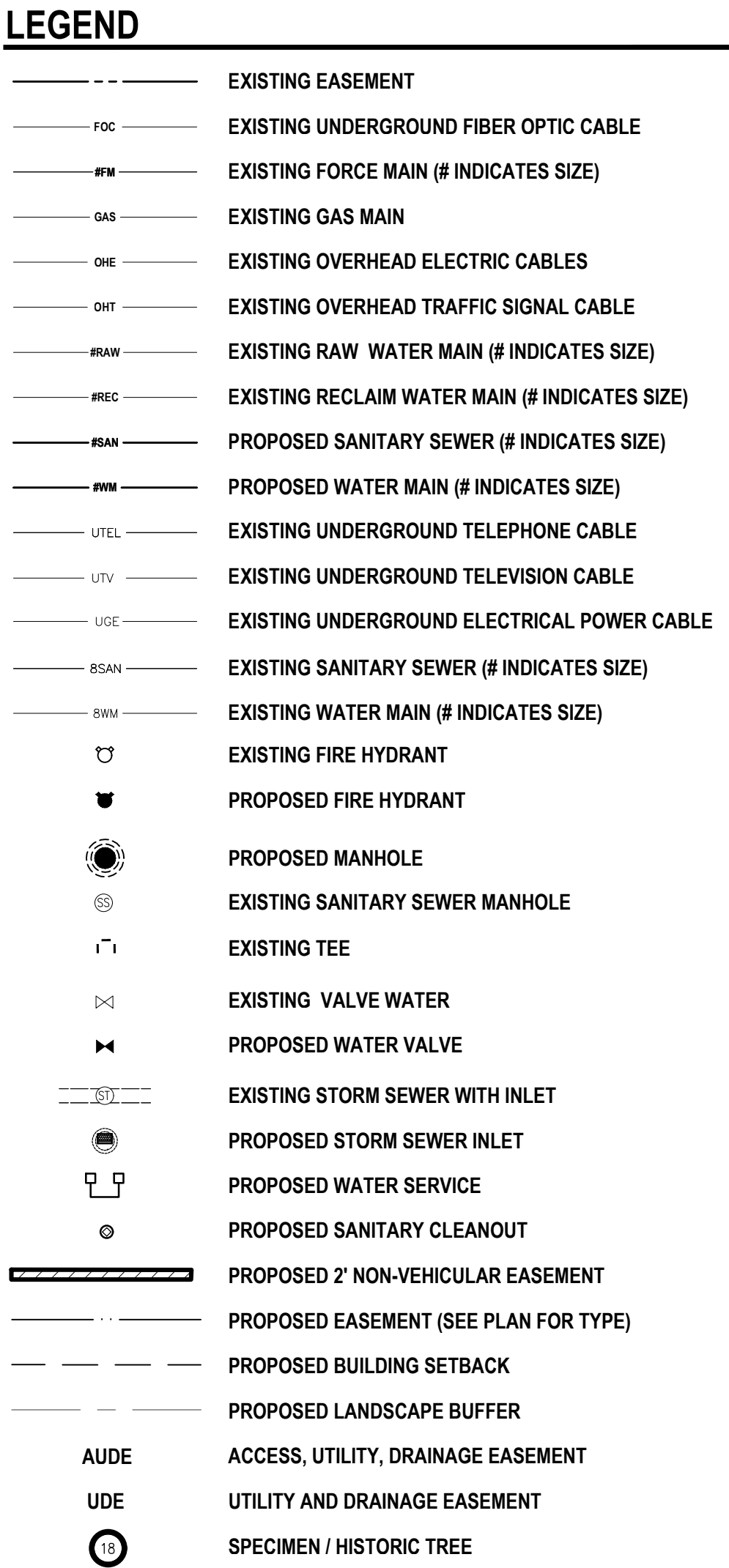
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BRADLEY D. BAUKNECHT, P.E. #75388

PROJECT No:	2018-052
DATE:	MAY 2019
DESIGN BY:	BDB
DRAWN BY:	CAB
CHECKED BY:	BDB
SCALE:	1" = 30'
DRAWING NUMBER	

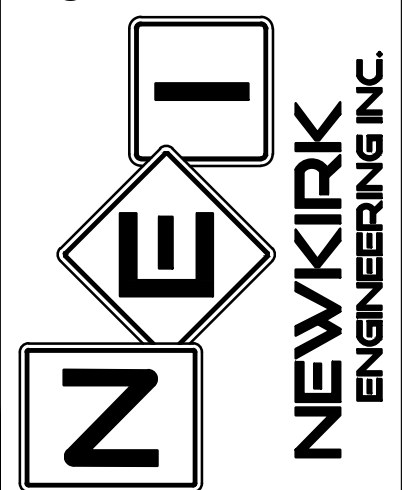
EX-B

[illegible]

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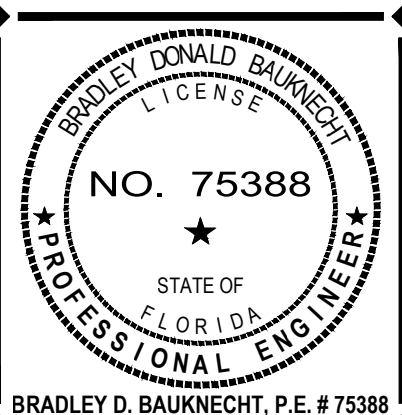
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Transportation, CEI &
Landscape Architecture



**EASEMENT AND
UTILITY EXHIBIT**

HARBOR LANDINGS
5653 RIDGEWOOD AVENUE
PORT ORANGE, FL 32127

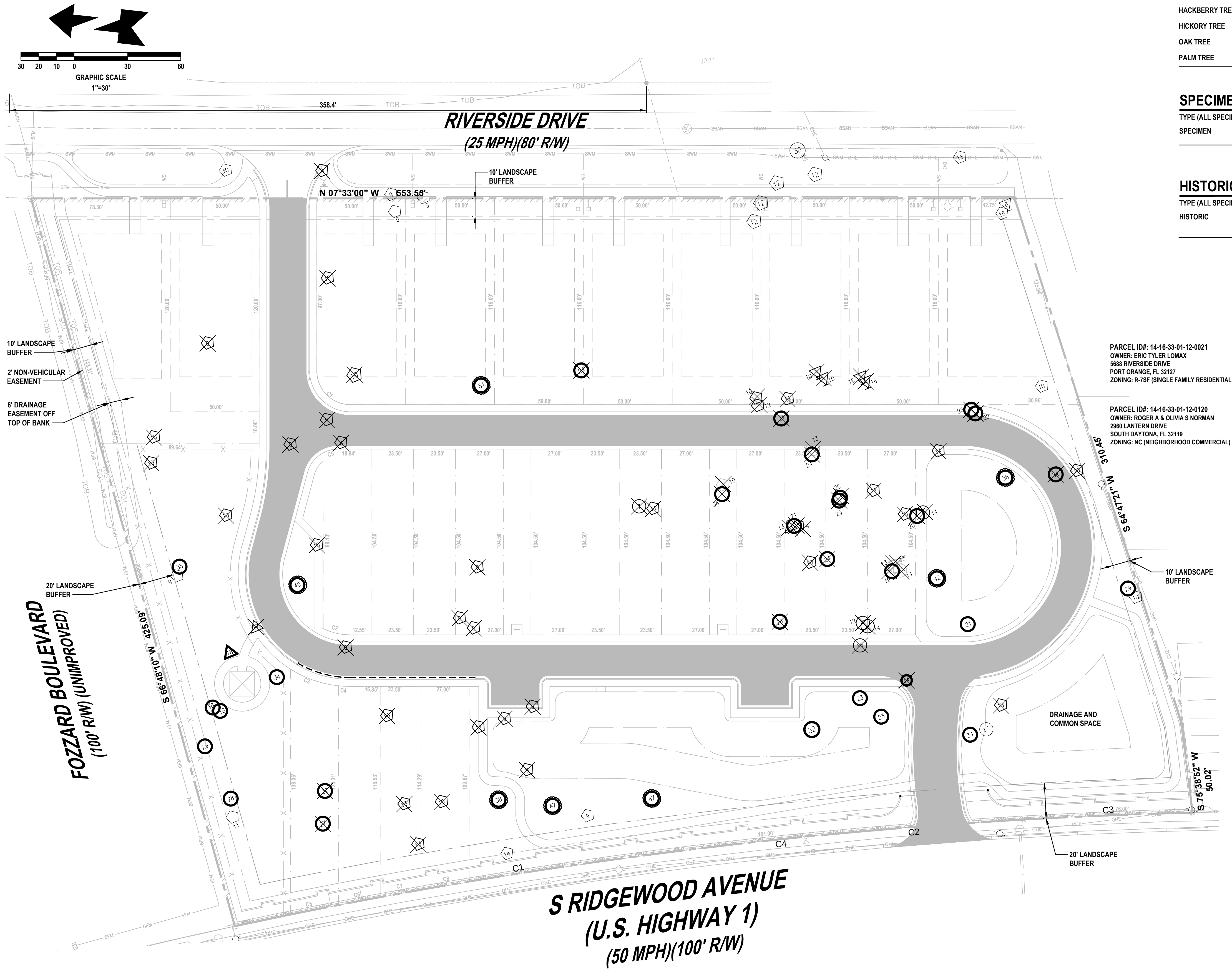
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PROJECT No:	2018-052
DATE:	MAY 2019
DESIGN BY:	BDB
DRAWN BY:	CAB
CHECKED BY:	BDB
SCALE:	1" = 30'

DRAWING NUMBER

EX



OVERALL TREE LEGEND :

	EXISTING	REMOVED	REMAIN
CEDAR TREE	1	1	0
HACKBERRY TREE	5	4	1
HICKORY TREE	3	2	1
OAK TREE	45	25	20
PALM TREE	44	34	10
	98	66	32

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)	EXISTING	REMOVED	REMAIN
SPECIMEN	37	17	20 (54.1%)
	37	17	20 (54.1%)

HISTORIC TREE LEGEND :

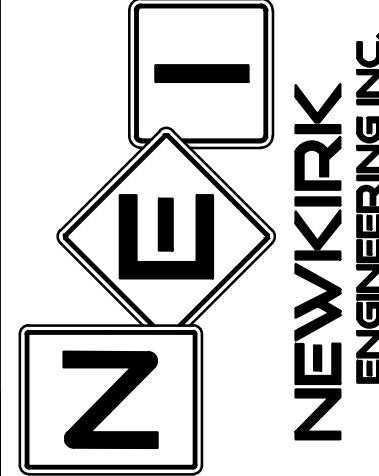
TYPE (ALL SPECIES)	EXISTING	REMOVED	REMAIN
HISTORIC	7	0	7
	7	0	7

NOTE: TREES SHOWN AS
RETAINED LOCATED NEAR
CONSTRUCTION OR WITHIN
LOTS SHALL BE SAVED BY
PROPER GRADING AND/OR BY
THE USE OF TREE WELLS.

REVISIONS

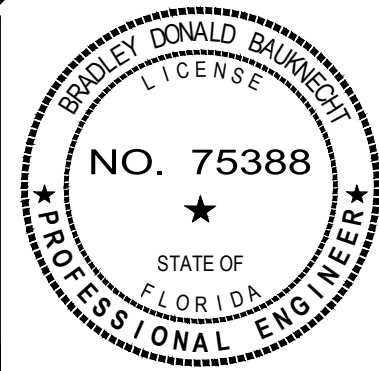
DATE	DESCRIPTION

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TREE EXHIBIT
HARBOR LANDINGS
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PORT ORANGE, FL 32127

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BRADLEY D. BAUKNECHT, P.E. #75388

PROJECT No:	2018-052
DATE:	MAY 2019
DESIGN BY:	BDB
DRAWN BY:	CAB
CHECKED BY:	BDB
SCALE:	1" = 30'

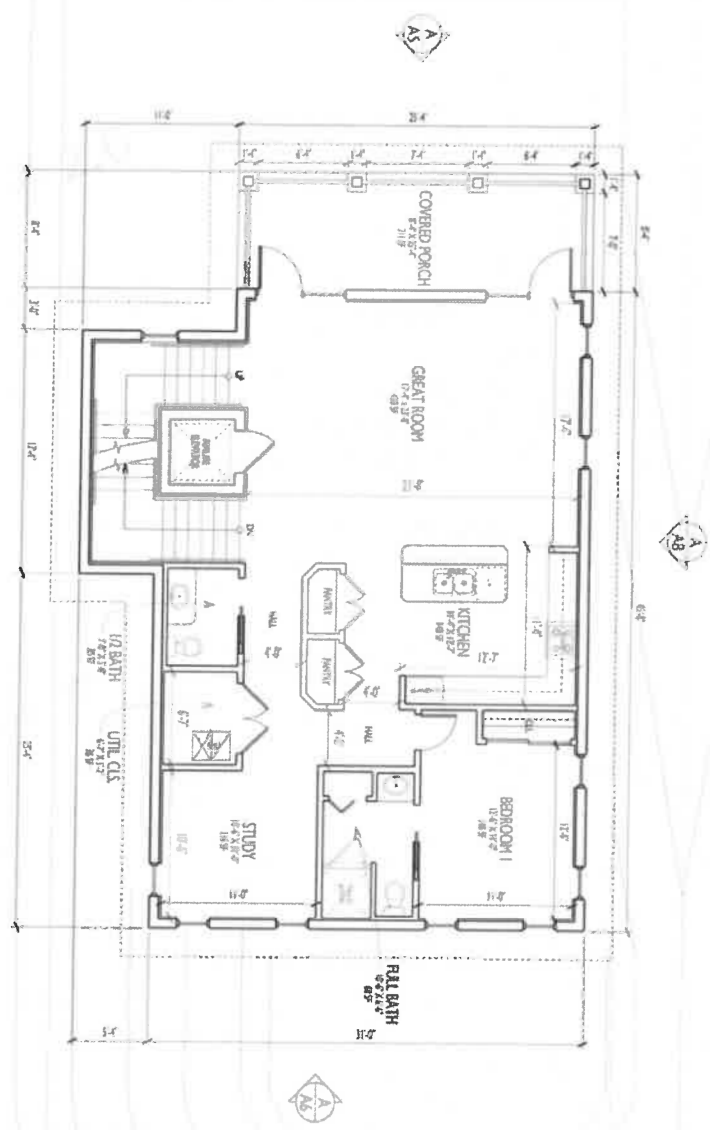
DRAWING NUMBER

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EXHIBIT C

ARCHITECTURAL RENDERINGS

SECOND FLOOR PLAN SCALE: 1/4" = 1'-0"



GROSS AREA CALC	
NON-CONDITIONED SPACE	
COVERED PORCH (1ST FLOOR)	714 SF
COVERED PORCH (2ND FLOOR)	211 SF
COVERED PORCH (3RD FLOOR)	211 SF
COVERED PORCH (TOTAL)	1,136 SF
CONDITIONED SPACE	
1ST FLOOR (V.A.C.)	778 SF
2ND FLOOR (V.A.C.)	1,587 SF
3RD FLOOR (V.A.C.)	1,587 SF
TOTAL (V.A.C.)	4,952 SF
TOTAL UNDER FLOOR	1,549 SF

SECOND FLOOR GROSS AREA CALC	
SECOND FLOOR (V.A.C.)	1,587 SF
COVERED PORCH (V.A.C.)	211 SF
TOTAL GROSS 2 ND FLOOR	1,798 SF

ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE WALL UNLESS OTHERWISE NOTED. DIMENSIONS TO THE CENTER OF THE WALL ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE WALL ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE WINDOW OR DOOR ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE WINDOW OR DOOR ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE CLOSET ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE CLOSET ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE STAIR ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE STAIR ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE BALCONY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE BALCONY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE TERRACE ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE TERRACE ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE PATIO ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE PATIO ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE DRIVEWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE DRIVEWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE GARAGE ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE GARAGE ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE PORCH ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE PORCH ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE DECK ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE DECK ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE SCREENED PORCH ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE SCREENED PORCH ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE PERGOLA ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE PERGOLA ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE CARPORT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE CARPORT ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE WALKWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE WALKWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE STAIRWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE STAIRWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE ELEVATOR ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE ELEVATOR ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE LIFT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE LIFT ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE RAMP ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE RAMP ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE CURB CUT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE CURB CUT ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE DRIVEWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE DRIVEWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE GARAGE ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE GARAGE ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE PORCH ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE PORCH ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE DECK ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE DECK ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE SCREENED PORCH ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE SCREENED PORCH ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE PERGOLA ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE PERGOLA ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE CARPORT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE CARPORT ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE WALKWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE WALKWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE STAIRWAY ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE STAIRWAY ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE ELEVATOR ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE ELEVATOR ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE LIFT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE LIFT ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE RAMP ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE RAMP ARE SHOWN IN BRACKETS. DIMENSIONS TO THE CENTER OF THE CURB CUT ARE SHOWN IN PARENTHESES. DIMENSIONS TO THE FACE OF THE CURB CUT ARE SHOWN IN BRACKETS.

BPE
DESIGN INCORPORATED
4000 N. US HIGHWAY 1, SUITE 100
PORT ORANGE, FL 32127
TEL: 407.321.1111
WWW.BPEDESIGN.COM

HARBOR LANDINGS - RIVERFRONT HOMES

OWNER: ACROSS THE POND DEVELOPMENTS, LLC, DAVID REUBEN CHAIR, ON SOUTH RIDGEWOOD AVENUE, DAYTONA BEACH, FL 32114 (386) 256-1822

PROJECT LOCATION: 5653 SOUTH RIDGEWOOD AVENUE, PORT ORANGE, FL 32127

GENERAL CONTRACTOR: _____

SECOND FLOOR PLAN

DATE: 01.11.18

BY: [Signature]

APPORTEE'S COMMENTS:

SCALE: 1/4" = 1'-0"



THIRD FLOOR GROSS AREA CALC.

COVERED PORCH (NON-ADJ.)	211 SF
TOTAL GROSS SF (1ST FLOOR):	4,790 SF

OWNER: ACROSS THE POND DEVELOPMENTS, LLC, DAVIDO VERALES, OWNER, 609 SOUTH RIDGEWOOD AVENUE, DAYTONA BEACH, FL 32117 (386) 254-1022
PROJECT LOCATION: 5633 SOUTH RIDGEWOOD AVENUE, PORT ORANGE, FL 32127
GENERAL CONTRACTOR: _____

References

DESIGN INCORPORATED
ARCHITECTURE & PLANNING SERVICES

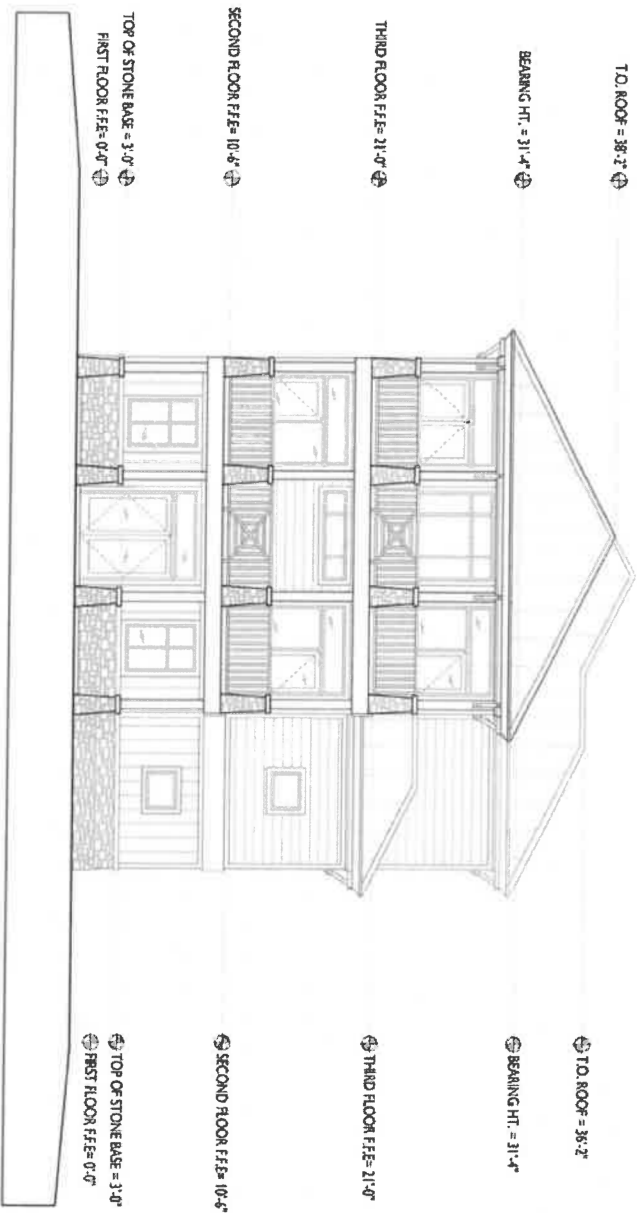
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HEAD HOOK PLAN

100

100

ANIONIC POLYMERIZATION OF VINYL MONOMERS



A FRONT ELEVATION
 AS FACING RIVER (TYP)
 SCALE: 1/4" = 1'-0"

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE WALL OR TO THE FACE OF THE WALL, UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Sheet 2 of 2

W/ROOF

HARBOR LANDINGS

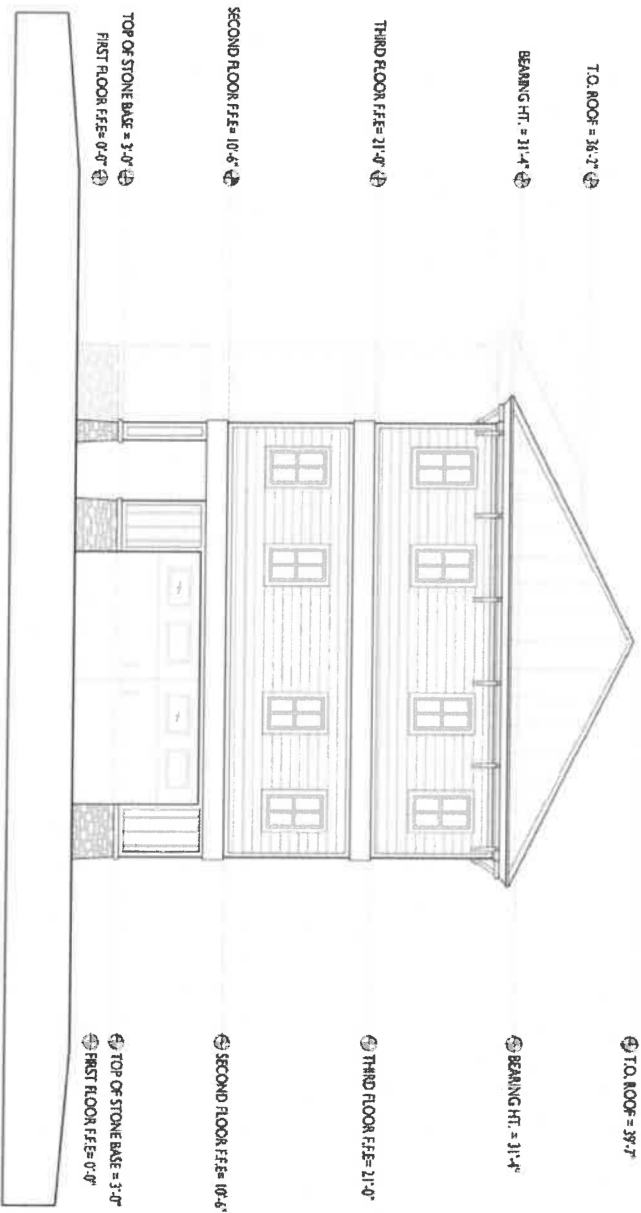
OWNER: ACROSS THE POND DEVELOPMENTS, LLC, DAYNO REVERLES, OWNER, 400 SOUTH LODGEWOOD AVENUE, DAYTONA BEACH, FL 32114 (386) 258-1103
 PROJECT LOCATION: 141 EAST GANANADA BOULEVARD, ORMOND BEACH, FL 32174
 GENERAL CONTRACTOR: _____

BPE
 DESIGN INCORPORATED
 1401 E. 10TH AVE. SUITE 100
 DAYTONA BEACH, FL 32117
 (386) 258-1103
 www.bpeinc.com

PROPOSED SEAMEN

DATE: 01.15.18
 SHEET NO. 15

ARCHITECT'S SIGNATURE



A REAR ELEVATION
A6 TYPICAL
 SCALE: 1/4" = 1'-0"

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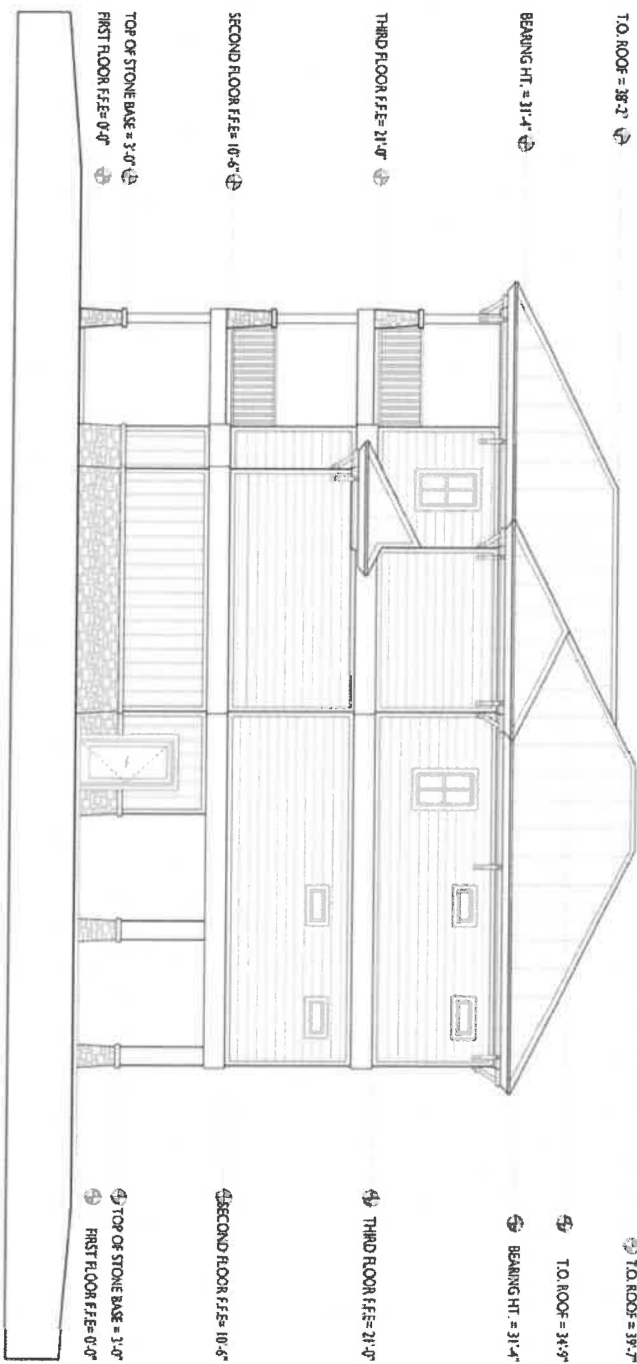
HARBOR LANDINGS

OWNER: ACROSS THE POND DEVELOPMENTS, LLC, DAYNO HENRIKSEN, OWNER, 600 SOUTH BUCKWOOD AVENUE DAYTONA BEACH, FL 32114 (386) 236-1022
 PROJECT LOCATION: 142 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32174
 GENERAL CONTRACTOR: _____

BPE
 DESIGN INCORPORATED
 1000 N. W. 10TH AVENUE
 SUITE 100
 MIAMI, FL 33136
 (305) 571-1111
 www.bpe.com

PROPOSED ELEVATION
 SHEET NO. 16
 DATE: 10/1/17
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 IN CHARGE: J. L. BROWN

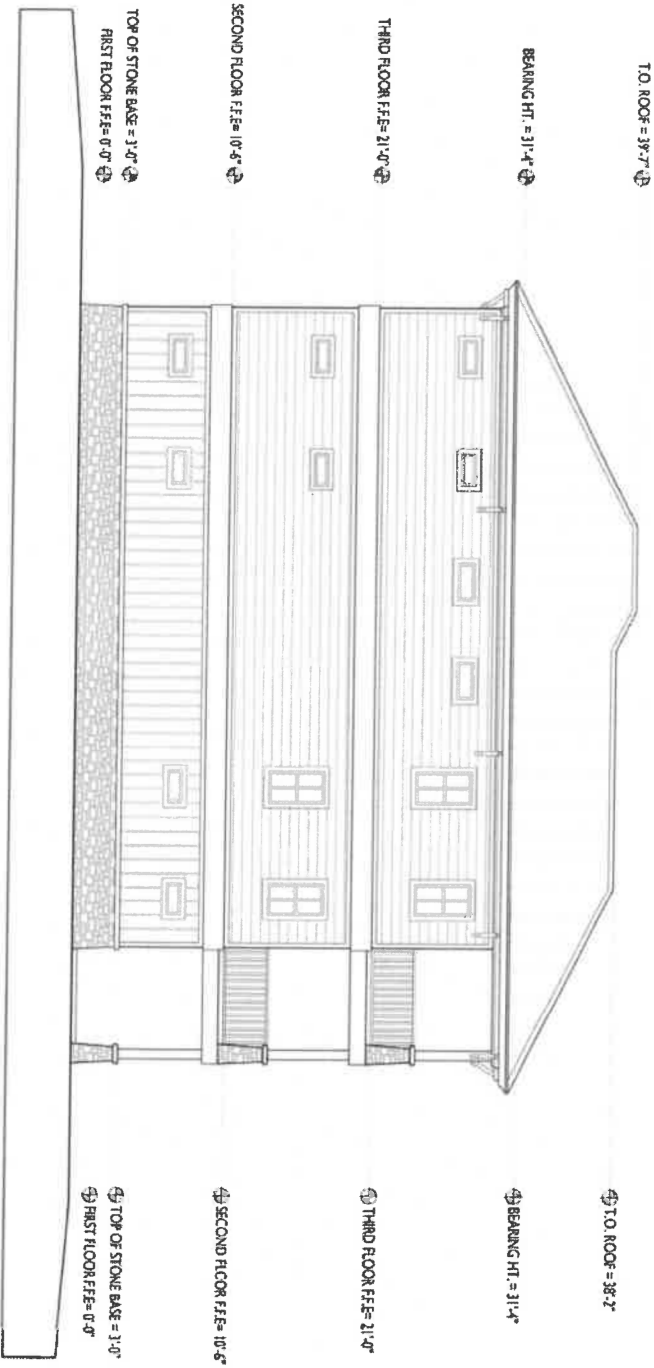
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A SIDE ELEVATION
 A7 TYPICAL
 SCALE: 1/4" = 1'-0"

NOTES:
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 2. SEE SPECIFICATIONS TO THESE PLANS.
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BPT DESIGN INCORPORATED 1000 N. W. 10th Ave. Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112 Email: info@bptdesign.com		HARBOR LANDINGS OWNER: ACROSS THE POND DEVELOPMENTS, LLC, DAVIDO REYNOLDS, OWNER, 100 SOUTH LODGEWOOD AVENUE, DAYTONA BEACH, FL 32114 PROJECT LOCATION: 142 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32174 GENERAL CONTRACTOR: _____	
SHEET NO. A7 OF 7	DATE: 10/1/18 BY: DAVIDO	SCALE: 1/4" = 1'-0"	PROJECT: HARBOR LANDINGS



A SIDE ELEVATION
A8 TYPICAL
SCALE: 1/4" = 1'-0"

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISHES ARE TO BE AS SHOWN ON THE SCHEDULE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIAL.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORKING ENVIRONMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

DATE: 12/15/2023

PROJECT: HARBOR LANDINGS

PROJECT INFORMATION	
OWNER:	THE HARBOR DEVELOPMENTS, LLC
DESIGNER:	BPTI INCORPORATED
DATE:	12/15/2023
SCALE:	1/4" = 1'-0"
PROJECT NO.:	2023-001
ARCHITECT'S SEAL:	

BPTI
INCORPORATED
DESIGNER
1000 N. W. 10th Ave.
Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 571-1000
Fax: (954) 571-1001
Email: info@bpti.com
Website: www.bpti.com

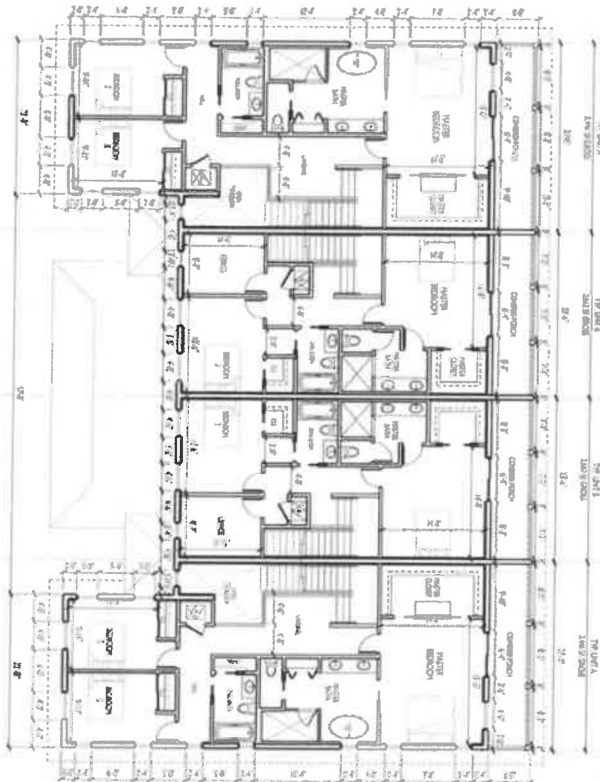
HARBOR LANDINGS

OWNER: THE HARBOR DEVELOPMENTS, LLC, 1000 N. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33304
PROJECT LOCATION: 143 EAST GRAMADA BOULEVARD, OLYMPIA BEACH, FL 33444
GENERAL CONTRACTOR: _____

DATE: 12/15/2023

TOWNHOUSE FLOOR PLAN
A SECOND FLOOR TYP. SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

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DOI: 10.1175/1520-0442(2002)15<1035:GCMO>2.0.CO;2

HARBOR LANDINGS

OWNER/REP. ACROSS THE POND DEVELOPMENTS, LLC, DAVID M. VENABLE, OWNER, 609 SOUTH BIRCHWOOD AVENUE, DAYTONA BEACH, FL 32114, (386) 256-1022
PROJECT LOCATION: 142 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: _____

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DESIGN INCORPORATED

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101 NORTH SECOND FLOOR

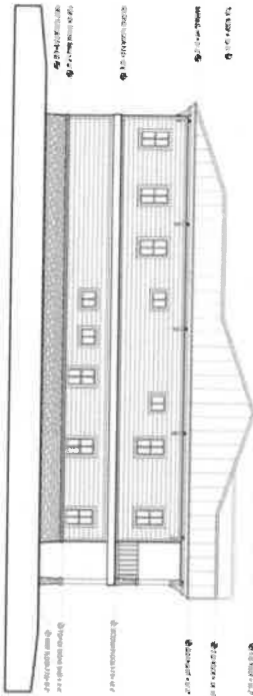
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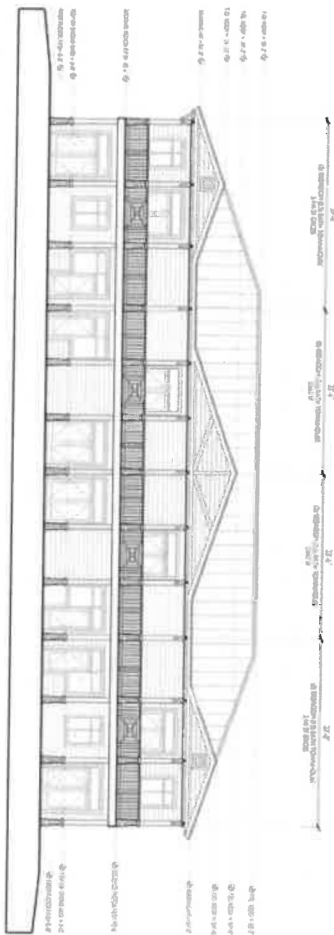
TABLE 1. Summary of the 1000 Genomes Project

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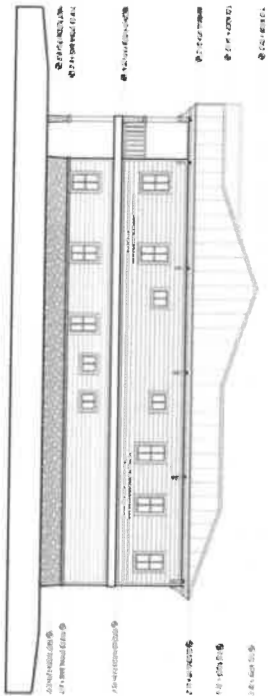
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HARBOR LANDINGS

OWNER/AF: ACQUIS THE POND DEVELOPMENTS, LLC, DAVIDO VENEABLE, OWNER, 409 SOUTH ARDENWOOD AVENUE, DAYTONA BEACH, FL 32114 PH: (386)236-1002
PROJECT LOCATION: 142 EAST GRANADA BOULEVARD, CREMOND BEACH, FL 32174
GENERAL CONTRACTOR: _____

DESIGN INCORPORATED
ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECTURE

4000 N. 10TH AVE. SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111 FAX: 303.733.1112
 WWW: WWW.MAGNETIC.COM

TOY-HOUSE ELEVATIONS

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SECURITY



STAFF REPORT

PUD Rezoning and Harbor Landings Master Development Agreement and Conceptual Development Plan
CASE NO. 18-40000004

REQUEST:	Rezone ± 4.74 acres to Planned Unit Development (PUD) and approve the Harbor Landings Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	West side of Riverside Drive, east of Ridgewood Avenue, between Breaks Way and Seminole Avenue
OWNER:	Across the Pond Developments, LLC.
APPLICANT:	Michael D. Chiumento III, Esq.
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
STAFF RECOMMENDATION:	PUD Rezoning - Approval Harbor Landings MDA and CDP - Approval subject to approval of the 4 policy considerations
PLANNING COMMISSION:	Recommended Approval (June 27, 2019)
CITY COUNCIL:	July 16, 2019

INTRODUCTION

The applicant requests to rezone ± 4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD and approval of the Harbor Landings PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the owner intends to develop the subject property as a residential subdivision consisting of 10 single-family lots and 16 townhome lots, along with associated subdivision improvements. The subject property is located on the west side of Riverside Drive, east of Ridgewood Avenue, between Breaks Way and Seminole Avenue (Figure 1 - Location Map).

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

Currently, ±4.26 acres of the overall ±4.74-acre subject property is zoned PUD but does not have an active MDA to provide the framework for development of the property. The subject property is currently vacant except for a concrete wall along the western property boundary. In 1999, the 4.26-acre parcel was rezoned to PUD and approved for a 49-unit townhome development (Oak Harbor Townhomes) but the project was not constructed and that MDA has since expired. The remaining 0.48 acres that makes up the subject property is currently zoned R-7SF (Single-Family Residential) which includes two single-family homes and is proposed to be added to the PUD zoned property.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of lots, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific subdivision development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other development requirements are finalized with the subdivision plat and plans. The subdivision plat and plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The subdivision plat and plans for the Harbor Landings PUD is required to be designed to meet the requirements of the LDC and the proposed MDA. At this time, subdivision plat and plans have not been submitted.

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of approximately 4.26 acres of the subject property from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The remaining 0.48 acres of the subject property currently has a FLU designation of *Urban Medium Density Residential* (4-8 units/acre). The proposed rezoning to PUD and the MDA and CDP are consistent with the land use and density allowed by the *Urban Medium Density Residential* FLU designation. The proposed MDA allows a maximum of 26 dwelling units (10 single-family and 16 townhome lots) or 5.48 dwelling units/acre and is consistent with the density allowed by the *Urban Medium Density Residential* FLU designation (up to 8 units/acre). The current and proposed FLU designation and zoning classification of the subject property and the current FLU and zoning of the adjacent properties are identified on Exhibits 1 and 2.

The proposed Harbor Landings PUD is an infill development of a vacant parcel within an existing built area (see Figure 2 on Page 3) that is already served by public infrastructure (water, sewer, roads, schools, etc.). The PUD also provides a mixture of lot sizes and housing types typically not provided in other PUDs. Furthermore, the City's Comprehensive Plan encourages a mix of land uses to expand housing choices by developing areas of infill or underutilized vacant land within the City [Future Land Use Element, Policy 1.2.4 and 2.3.8].

Figure 2. Aerial Location Map of Infill Development Site



DEVELOPMENT PROPOSAL

If approved, the Harbor Landings Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) will provide the regulatory framework for the development of the subject property with a maximum of 10 single-family and 16 townhome lots (Exhibit 4). The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas.

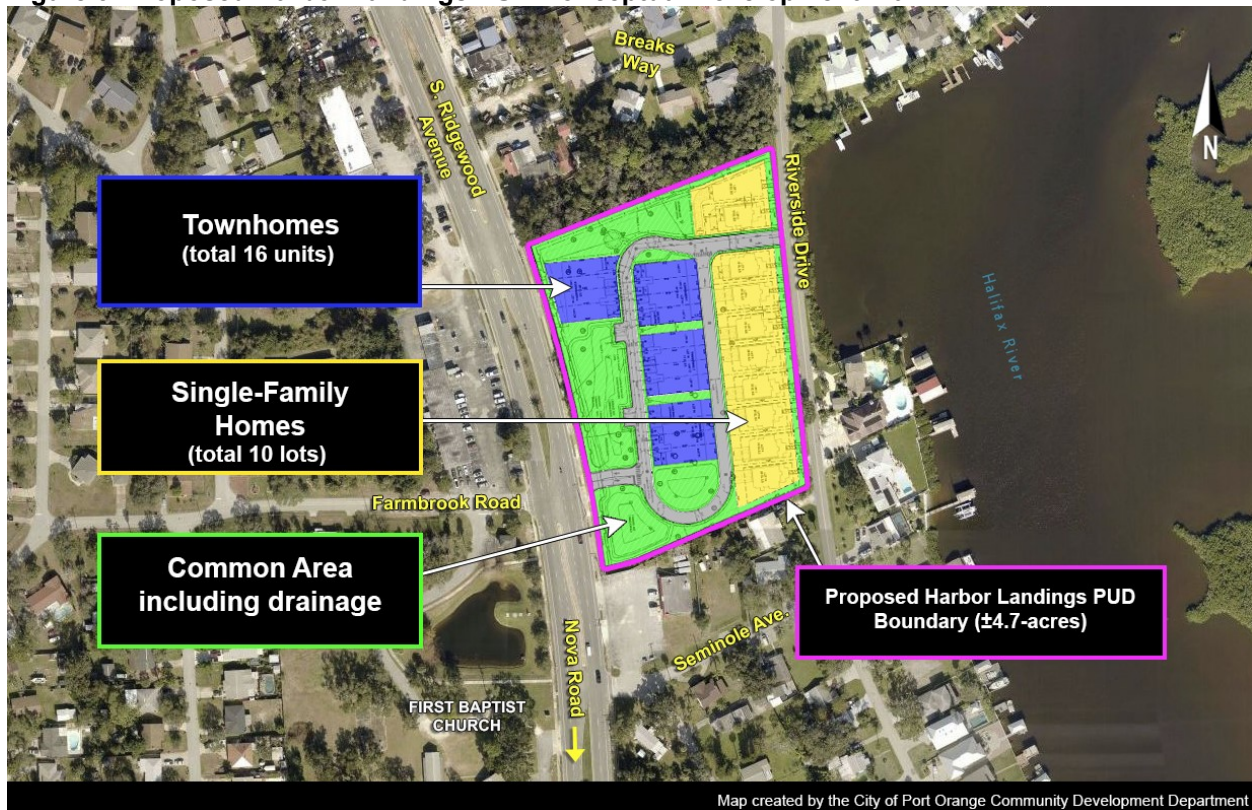
At this time, there are no proposed docks or marina approved in conjunction with the proposed development. If the owner establishes legal riparian rights adjacent to the subject property to the satisfaction of the City, then an application for development of a dock may be allowed subject to the requirements set forth in the MDA, the LDC, and any applicable county, state, and federal law in place at the time of the application for dock permitting, and as otherwise required by law.

According to the applicant, the existing Planned Unit Development (PUD) zoning was maintained rather than rezoning to a conventional zoning category so the infill development could have a mix of single-family and townhome residential lots. The applicant also cited that the PUD allowed for the ability to request flexibility in setbacks and lot coverage in order to preserve as many of the existing specimen trees as possible and all of the historic trees on the subject property. However, as typically with PUDs, there are deviations from the LDC as part of the proposed Harbor Landings MDA and CDP which are further discussed in the report.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the single-family and townhome lots, stormwater improvements, open space, common open space, tree preservation areas, sidewalks, and a private road to support the proposed subdivision (Figure 3 of the Staff Report and Exhibit B of the MDA).

Figure 3. Proposed Harbor Landings PUD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the single-family and townhome lots. Building setbacks for the single-family lots are generally based on the surrounding R-7SF (single-family residential) zoning district. However, due to the clustering of dwelling units to preserve trees some of the proposed building setbacks are less than the typical conventional zoning. Building setbacks for the townhome lots are based on a comparable City zoning district that allows for townhomes, which is the Planned Community-Agricultural (PC-A) - Community zoning district. The proposed maximum height for the buildings is 35 feet, which is consistent with the allowed maximum

building height in the PUD zoning district. There are some deviations being requested by the applicant related to the maximum building coverage and minimum open space requirements for the proposed townhome lots, minimum lot size for corner lots, and minimum right-of-way width for the proposed private road that are policy considerations discussed further in the report.

Table 1 - Dimensional Requirements

Zoning District	Minimum Lot Width	Maximum Building Coverage	Minimum Open Space	Front Bldg. Setback	Side Bldg. Setback	Side Corner Bldg. Setback	Rear Bldg. Setback	Maximum Height
Harbor Landings PUD Single-Family Lot	50 ft.	40%	40%	20 ft.	5 ft.	5 ft.	20 ft.	35 ft.
R-7SF	50 – 75 ft.	35%	40%	25 ft.	5 ft.	25 ft.	20% of lot depth	35 ft.
Single-family PUD*	-	40%	40%	-	-	-	-	35 ft.
Harbor Landings PUD Townhome Lot	23 ft.	65%	20%	20 ft.	0 ft. attached; 15 ft. building separation	10 ft.	17 ft.	35 ft.
PC-A Community	20 ft.	40%	40%	10 ft.	0 ft. attached; 5 ft. detached	10 ft.	15 ft.	36 ft.

*The city may consider modifications to the dimensional requirements as part of the rezoning process in order to achieve a greater public benefit (e.g. tree preservation, internal loop road for safer traffic flow) [LDC, Ch. 17, Sec. 27].

Access and Parking

Access to the development will be provided from a private road that is connected to Riverside Drive and Ridgewood Avenue. The Ridgewood Avenue access is proposed to be gated. Driveways for the single-family lots will be accessed from an internal private roadway rather than having multiple curb cuts off Riverside Drive. A five foot (5') wide sidewalk will be constructed along Riverside Drive for the entire length of the PUD property and throughout the development to connect to Riverside Drive and Ridgewood Avenue. Pedestrian connection to Ridgewood Avenue provides access to opportunity for multi-modal transportation as a VOTRAN (Volusia County Bus Service) stop is located in front of the adjacent property to the south of the PUD property as well as a dedicated bicycle lane along Ridgewood Avenue.

Parking for the PUD is being provided according to the parking requirements in the LDC. The single-family homes will have a two-car garage as well as a two-car width driveway, providing 4 parking spaces per lot. The townhomes are proposed to have a two-car garage and a two-car width driveway for the 3-bedroom units, providing 4 parking spaces

per 3-bedroom townhome lot, and a single-car garage and a single-car width driveway for the 2-bedroom units, providing a 2 spaces per 2-bedroom townhome lot. Additionally, 6 visitor parking spaces are proposed to be constructed for the townhome lots.

Traffic

If the PUD zoning amendment is approved, a traffic study is required at the time the subdivision plat and plans are reviewed to identify any improvements that may be needed. The proposed subdivision will be required to comply with the City's Concurrency Management requirements in the LDC. Similar to other developments within the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the Institute of Transportation Engineers (ITE), residential dwelling units have a lower trip generation than office and commercial uses because office and commercial uses can attract trips from a larger area. Based on the ITE Trip Generation Manual, 10th Edition, the proposed subdivision could generate approximately 15 A.M. peak hour trips, 18 P.M. peak hour trips, and 189 daily trips. According to the latest traffic counts for Ridgewood Avenue and Riverside Drive there is sufficient capacity for traffic estimated to be generated by future development of this property (Table 2).

Table 2. Roadway Capacity for Ridgewood Avenue and Riverside Drive

Roadway Segment	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Ridgewood Avenue Oak St. to Nova Rd.	39,800	15,700	24,100	0.39
Ridgewood Avenue Nova Rd. to S. City Limits	65,600	25,000	40,600	0.38
Riverside Drive Commonwealth Blvd. to Main St.	13,640	800	12,840	0.06

Source: Volusia County Traffic Engineering, 2018

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and 6-foot screen wall adjacent to Ridgewood Avenue. A formal review of the landscaping and tree preservation will occur with the review of the subdivision plat and plans to verify compliance with the proposed MDA and LDC.

A minimum ten (10) foot wide buffer along the south and east (Riverside Drive) perimeter, a combination of a ten (10) and twenty (20) foot wide buffer along the north perimeter,

and a twenty (20) foot wide buffer will be provided along the west (Ridgewood Avenue) perimeter. In addition, the existing 6-foot tall block wall along the west (Ridgewood Avenue) perimeter will remain to provide additional screening from Ridgewood Avenue. The perimeter buffers proposed meet or exceed the minimum perimeter buffers required by the LDC.

The proposed MDA requires any proposed development of the subject property to comply with the City, County, State, or Federal regulations that pertain to protected wildlife species and wetlands, along with the City's tree preservation and mitigation requirements. The proposed development includes the preservation of a majority of the specimen trees and all of the historic oak trees on the PUD property for a total of 27 specimen and/or historic trees remaining.

Architecture

The single-family residential units are proposed to be 3-story detached houses. The first floor will consist of garage and utility areas. The second and third floors will be the living area. The townhomes are proposed to be 2-story units with garage and living area on the first floor and additional living area on the second floor. The proposed single-family and townhome units have been designed to comply with the 35-foot maximum height for the proposed PUD.

Figure 4. Proposed Building Elevations for Single-Family Homes and Townhomes



Potable Water and Sanitary Sewer

The proposed subdivision will be served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code (LDC) and proposed MDA for improvements related to potable water and sanitary sewer. Irrigation will be provided by a private well and/or the on-site stormwater ponds and will comply with the requirements of the City's LDC.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development

Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

Schools

The Volusia County School District determined that there is adequate school capacity at existing schools for the estimated students anticipated to be generated by the proposed development (Exhibit 3).

POLICY CONSIDERATIONS

The PUD zoning district allows the applicant to request flexibility from standard code requirements. In order to be eligible for this flexibility, the applicant must provide innovative subdivision or site design. The Planning Commission and City Council will need to consider the following four (4) deviations from the LDC requested by the applicant:

1. Establish a minimum open space for the PUD that is less than 60%:

For a PUD, the LDC requires a minimum sixty percent (60%) of the overall PUD to be designated as open space and at least twenty percent (20%) of which must be common open space. Therefore, 2.84 acres of the 4.74-acre PUD site is required to be open space and at least 0.5 acres of the required 2.84 acres of open space is to be common open space. The PUD open space requirement is defined as land area for the enjoyment of all persons owning property within the development and does not include the required open space on individual lots (private open space). Open space is not developed with impervious surface unless it is common open space and includes, but is not limited to, tree and environmental preservation areas, water bodies, and those portions of the right-of-way which are pervious. Common open space may include impervious areas developed with recreational facilities, clubhouses, walkways, community gardens, dog parks, preservation of natural resources and natural features, and related parking and support features. The MDA proposes a minimum 49% (2.33 acres) open space.

This 60% open space PUD requirement is more feasible for larger sized PUDs where open space elements typically incorporate existing natural features such as wetlands, multiple retention ponds, or large areas of trees. This 60% PUD open space requirement does not include the required open space on the proposed individual single-family and townhome lots (private open space).

The proposed PUD includes additional impervious area than if the subdivision was designed as a typical subdivision due to the unique internal access drive. During the initial meetings with the developer, staff asked the developer to consider designing the single-family lots with rear loaded driveways from an internal road to reduce the number of individual driveway curb cuts for each single-family lot along Riverside Drive. The rear-loaded design allows for less interruptions and safer traffic flow along Riverside Drive. The applicant states that the proposed CDP contains sufficient, well placed, common open space and open space, and that while not accounting for 60% of the site, offers significant open space, conservation areas around trees, and common open space/amenities for a smaller scale PUD which provides an attractive environment. The applicant also stated that when designing the PUD, the development team chose to focus

more on common open area (amenities) by providing 1.59 acres (33.7%) common open spaces where the LDC only requires 0.95 acres (20%) to be common. The proposed common open space/amenities for residents includes a dog park, gazebo, internal sidewalk and pervious trails around the retention areas, and visitor parking for the townhomes.

According to the applicant, the open and common open space elements together with the required minimum private open space on individual lots will achieve ±3.19 acres of the PUD being open space of one form or another. The City's conventional residential zoning districts only require a minimum per lot private open space. If the private open space on individual lots within the proposed PUD is included in the overall open space calculation, it would be approximately 67% (3.19 acres) of the PUD property.

2. Establish a maximum building coverage requirement greater than 40% and a minimum open space requirement less than 40% for townhome lots:

The LDC has both a maximum building coverage and a minimum open space requirement per lot that varies based on the zoning category. Portions of a lot that do not have a building or are not designated to meet the required open space are available for other impervious improvements such as driveways, patios, pool decks, etc. The PUD zoning district requires a maximum building coverage of 40% and 40% of the lot to remain as open space, with the remaining 20% of the lot area dedicated for impervious improvements such as driveways, patios, pool decks, sidewalks etc. According to the applicant, the direction of this project is to provide more common open space (33.7%) than is required (20%) by the LDC for the enjoyment of all homeowners rather than providing more private open space on individual lots. This creates less yard maintenance by individual homeowners and allows for more of the existing trees to be preserved in common areas.

- a. The LDC requires the maximum building coverage on each townhome lot to be 40%. The intent of the maximum building coverage for the townhome lots is to establish the maximum area of a lot that can be covered by both principal and accessory buildings to preserve open space on the lot. Based on the information provided by the applicant, the proposed building coverage for the townhome lots is 65%. According to the applicant, while the proposed lots exceed the building coverage requirement, the overall building coverage of all the homes for the proposed subdivision does not exceed 40% of the project area. The applicant states that the intent of the development is to create a fee simple townhome lots with a priority on providing common open area and amenities for all homeowners to use instead of private open space on individual lots.
- b. The LDC requires a minimum of 40% open space on each townhome lot. The intent of this code requirement is to retain a portion of each lot that is not developed with impervious surfaces or a building. According to the applicant, while the proposed lots do not meet the 40% open space requirement, the overall 4.7-acre development is designed with open space that exceeds 40%. The applicant states that the intent of this subdivision is to create a fee simple townhome subdivision with a priority on providing common open area and amenities for all homeowners to use instead of private open space on individual lots. Based on information

provided by the applicant, the open space for a majority of the proposed townhome lots is 20%.

According to the applicant, the proposed infill development provides a significant amount of common open space to off-set a reduction in the amount of open space on the lots. The intent of the minimum lot area, maximum building coverage and minimum open space is to ensure lots are designed with a balance of building and open space for outdoor use by the homeowner.

3. Establish a uniform 50' minimum lot width for corner and interior single-family lots

The LDC requires corner lots to be 15% larger than internal lots [LDC, Ch. 5, Sec. 6(c)(8)]. This requirement is to ensure adequate side corner yard area from secondary rights-of-way. The two (2) lots this requirement affects are located along the private road and not a public street. The proposed corner lots are designed to accommodate the same building footprint as the internal lots to create an aesthetically uniform appearance. The required 10-foot visual clearance angles at the corners at the intersection of Riverside Drive and the private subdivision road would not be obstructed by the placement of the homes on the corner lot.

According to the applicant, the PUD has been designed to provide more common open space rather than private yard space on each lot. Therefore, the applicant has proposed to incorporate the typical side corner yard into the developments open space and common open space. The proposed CDP includes a fenced dog park area on the north side of the property to serve the PUD residents as well as an internal sidewalk system around the open space amenities.

4. Reduce the minimum right-of-way width from 50 feet to 25 feet:

The LDC requires private or public roads within a residential subdivision to be developed with a 50-foot-wide right-of-way that includes 24-foot paved street, parkage, 4-foot sidewalk on both sides, and utilities. The applicant is requesting to provide a 30-foot-wide private right-of-way at the two accesses drives with a 25-foot-wide internal looped right-of-way. The concept plan includes 24 feet of pavement for the two access drives and 17 foot of pavement for the internal loop road, with a 2-foot environmental curb on either side, which is generally the same width as required for a 50-foot-wide right-of-way in the City's Standard Construction Details. The difference is that the proposed private right-of-way does not include the typical parkage area on both sides of the street and a 5-foot sidewalk on one side of the street. The right-of-way within the development is to remain a private drive and not be dedicated as a public street.

SMART GROWTH SUMMARY

The proposed Harbor Landings PUD is considered an infill development of a vacant parcel within an existing built area that is already served by public infrastructure (water, sewer, roads, and schools). The proposed PUD provides a varied type of housing units with a mix of single-family detached and multi-family townhomes. The layout of the proposed CDP incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The development includes a sidewalk network and connects to Ridgewood Avenue to promote walking and biking to

established commercial, office, services, multi-modal facilities (sidewalks, bike lanes, and VOTRAN stop) along the Ridgewood Avenue corridor.

PUBLIC NOTICE

A Public Notice sign was posted on the site on January 11, 2019. Staff received eight phone calls or walk-ins as well as received a list of 18 residents to notify when the rezoning was scheduled for public hearing. General concerns included increased traffic along Riverside Drive, potential flooding issues, height of the proposed structures, and preservation of trees on site.

RECOMMENDATION

Staff recommends approval of the request to rezone ±4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD, and approval of the Harbor Landings PUD Master Development Agreement (MDA) and Conceptual Development Plan subject to:

1. Approval of the Future Land Use Amendment (Case No. 18-200000008);
2. City Council direction on the policy considerations discussed in the staff report; and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – School District Review Letter
- Exhibit 4 – Harbor Landings PUD Master Development Agreement and Conceptual Development Plan

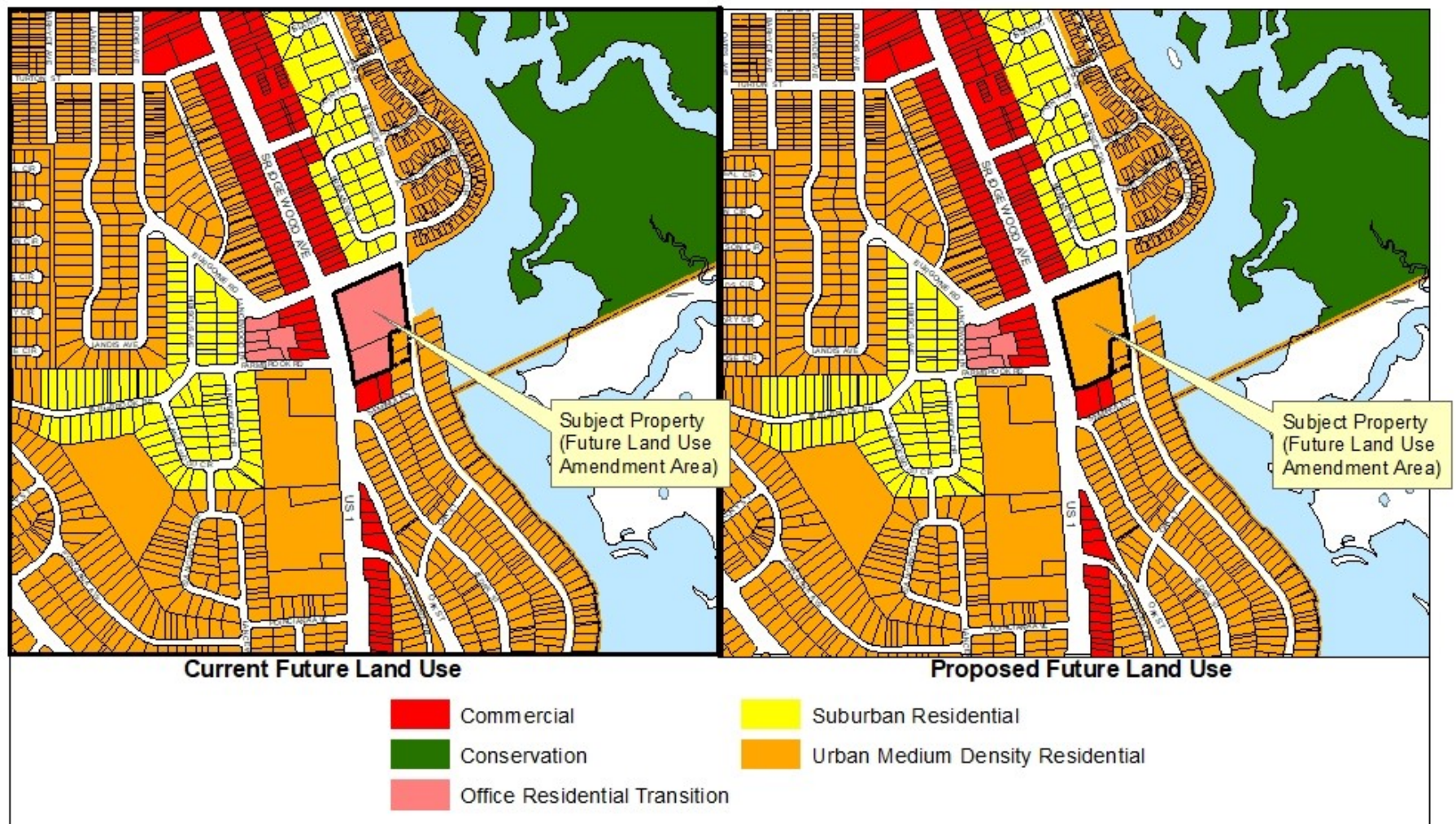


EXHIBIT 1

CASE NO. 18-20000008 and 18-40000004

DEPARTMENT OF COMMUNITY DEVELOPMENT



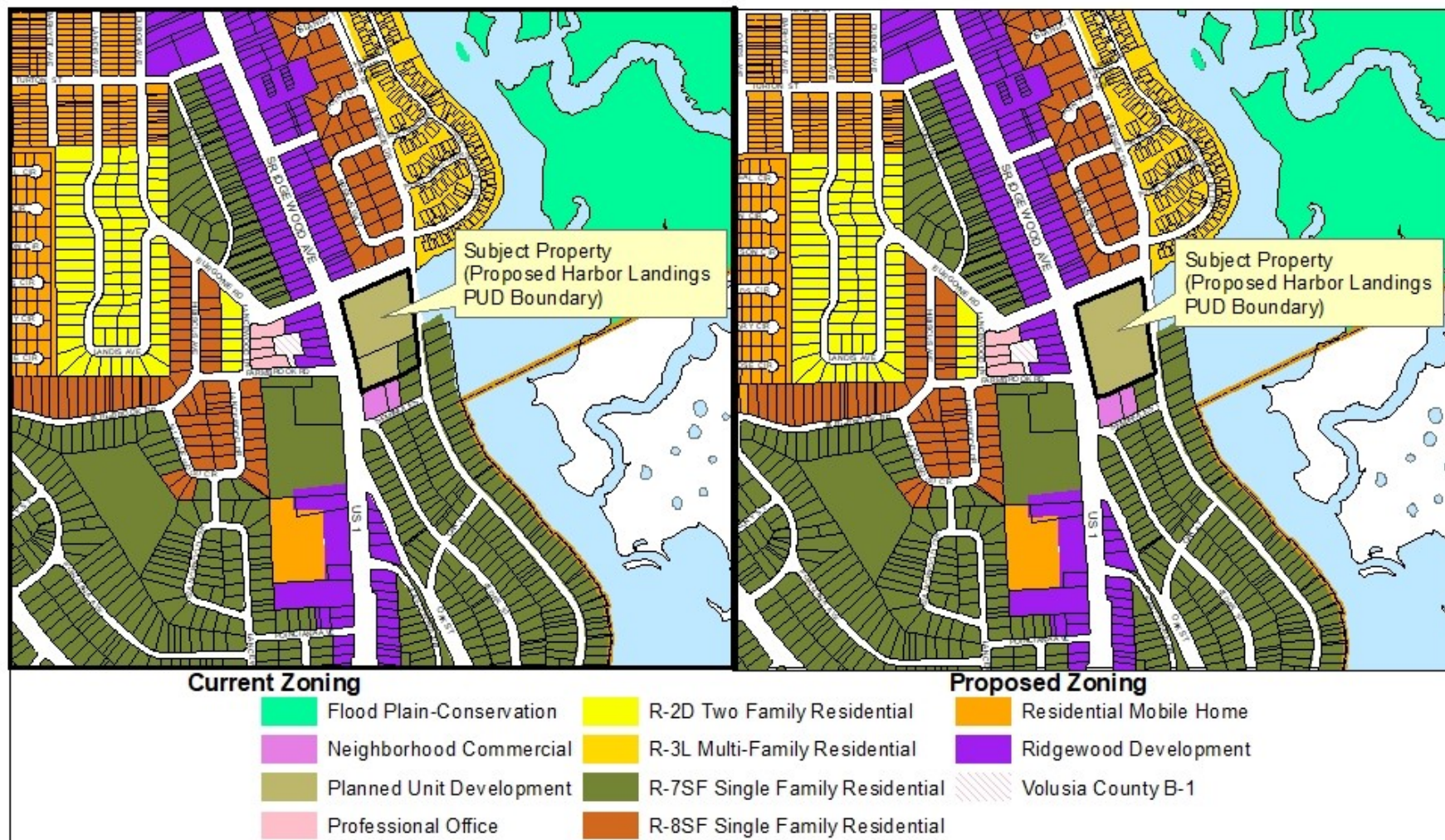
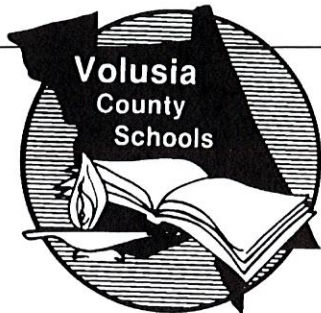


EXHIBIT 2

CASE NO. 18-20000008 and 18-40000004

DEPARTMENT OF COMMUNITY DEVELOPMENT





Mr. James T. Russell
Superintendent of Schools

P.O. Box 2118
DeLand, Florida 32721-2118

DeLand
(386) 734-7190

Daytona Beach
(386) 255-6475

200 North Clara Avenue
DeLand, Florida 32720

New Smyrna Beach
(386) 427-5223

Osteen
(386) 860-3322

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colon
Ms. Jamie M. Haynes

**School Adequate Capacity Determination
Finding of Adequate Capacity Letter**

13 February 2019

Michael D. Chiumento
Chiumento, Dwyer, Hertel, Grant & Kistemaker, P.L.
Attorneys at Law
145 City Place, Suite 301
Palm Coast, FL 32164

RE: Harbor Landings PUD - City of Port Orange
School Capacity Case #19-01-14-001-A

Dear Mr. Chiumento:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed PUD associated with a total of +/- 4.75 acres of property located at 5653 Ridgewood Avenue near the intersection of Nova Road and S. Ridgewood Avenue within the City of Port Orange. The proposed changes would result in a decrease in density of 23 single family townhome units, to a maximum of twenty-six (26) single family units.

The district uses county wide Student Generation Rates (SGRs) of (.305) for single family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate eight (8) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	26	7.9
Multifamily Dwelling Unit	.104	0	0
Total			8

Harbor Landings PUD - City of Port Orange
13 February 2019

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2018-19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Port Orange Elementary	398	116%	no	3
Silver Sands Middle	1221	105%	no	2
Spruce Creek High	2596	125%	yes	2

The students projected to be generated by this project will not increase the existing percentage above 100% permanent capacity. The Port Orange elementary is land locked and cannot be expanded. It is projected to decrease in total students over the next several years. School Board's long-range plans include completion of the Spruce Creek High Master Plan. The School Board owns a future school site in the Coraschi area, grade levels to be determined. Based upon these long-term plans for growth, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

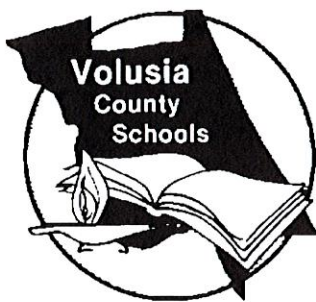
If you should have additional questions please contact me at (386) 947-8786, extension 50810.

Sincerely,



Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Tim Burman, City of Port Orange
Penelope Cruz, City of Port Orange
Project File



Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	Harbor Landings PUD
VCSB Project #	#19-01-14-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6314-01-12-0020; 6314-01-12-0010; 6314-01-12-0040; 6314-01-12-0050
Project Location:	5653 South Ridgewood Avenue, Port Orange
Potential Residential Units:	26
Property Owner/Applicant:	Across the Pond Developments, LLC
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski
Planning & GIS Specialist

13Feb2019
Issue Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (H21) Presentation of 2019 Citizen Survey Report

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION:

SUMMARY: The City has been conducting a citizen survey report for more than a decade. The 2019 survey was conducted over almost two months, through March 15, 2019. The City emailed thousands of utility customers for which we had emails on file, promoted the survey on the website and also on social media. This was the first year in which we emailed customers multiple times to remind them of the survey and we believe this was instrumental in garnering a significant increase in the number of responses.

The number of valid responses for 2019 was up 26% over the previous year from 1,490 to 1,880. Based on a population of 61,009, this survey's confidence level is 99% and the margin of error is 2.93%.

One of the major changes this year versus prior years was the way in which we asked questions. This year we used a 5-point Likert scale in which respondents could click, drag and move their response to their indicated level of satisfaction. We also changed the wording on the levels of satisfaction. This was done based on suggestions received from a scientific methods professor at Embry Riddle who volunteered to provide some minor feedback on our instrument. While we feel this may produce more accurate results, it makes comparison with prior years difficult.

In addition, instead of asking everyone to respond to satisfaction levels for police, fire and community development departments, we first asked whether they had used these services in the past year. We feel this makes the responses more accurate for these departments.

On average, 90% of the respondents felt "somewhat" to "extremely" satisfied with the work we do. Out of those 40% felt extremely satisfied.

The city's highest satisfaction scores came in from Fire Rescue. 84% of respondents indicated they were extremely satisfied with Fire Rescue services. This was not due to the implementation of our ambulance service because our ambulance did not begin operations until after this survey closed.

43% of respondents indicated they were extremely satisfied with Police Services. This

was about average with the rest of the scores in the survey. However, 50% of respondents felt extremely satisfied with their response time to emergency situations.

One of the worst performing measures was satisfaction with transportation mobility. Only 13% of respondents were extremely satisfied, while 12% were not at all satisfied. This measure does not typically perform well based on traffic concerns. It's interesting to note that voters in Port Orange voted down the 1/2 cent infrastructure sales tax recently, which would have hastened improvements to main concerns like Williamson and Dunlawton.

For the second year in a row, respondents felt that their priorities for adopted city goals did not match those of the Council. The adopted goals in order from highest to lowest are: (1) Public Safety (2) Infrastructure (3) Quality of Life (4) Economic Development (5) Fiscal Sustainability (6) Organizational Excellence. However, respondents felt the priority should be as follows: (1) Public Safety (2) Quality of Life (3) Fiscal Sustainability (4) Infrastructure (5) Organizational Excellence (6) Economic Development.

Based on these differences, it may be time to refresh our strategic plan to make sure we are in alignment with current sentiments.

Overall, most respondents feel we are doing a good job with the resources provided. Of course there is always room for improvement and that is one of the reasons we ask our citizens how we're doing.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	2019 Citizen Survey Report	2019 Citizen Survey Report.pdf
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Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 6/19/2019
Approved - 6/24/2019
Final Approval - 6/25/2019



2019 City of Port Orange Citizen Survey Report

June 2019

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Survey Background and Methodology

For over ten years, the City has conducted a Citizen Survey annually as part of the City's budgeting process. The 2019 Citizen Survey serves as a valuable tool for measuring service performance and soliciting feedback on key budget goals and operating objectives.

From January 21 through March 15, 2019, the City of Port Orange emailed almost 7,000 contacts within the city with a link to the survey. Other notifications about the survey included: links from the City's website, Twitter posts and Facebook posts. Respondents were given the opportunity to complete surveys on paper, but none were received.

This year was the fourth year the City used SurveyMonkey to facilitate the Citizen Survey. It has proven an efficient and effective method to collect responses and it aided in the analytical process.

Individuals accessed the 2019 Citizen Survey 2,652 times; however, the number of valid responses was only 1,880. This reduced amount is due mostly to many people who accessed the survey but did not answer any questions other than demographics. The overall number of valid responses increased by 26% from last year's 1,490 valid responses. This may be because staff sent out numerous email reminders throughout the survey timeframe.

The sample size remains statistically significant as it has been in past years. Based on a population of 61,009 and a response rate of 1,880, this survey's confidence level is 99%, with a margin of error of 2.93%, which is slightly more accurate than last year.

The survey instrument included 48 questions, which is 16 fewer than last year and 32 fewer than the year before. Staff was still concerned that the number of questions was a hinderance in obtaining more responses and continued a concerted effort to reduce the size of the instrument. The questions were grouped by the following categories:

- Demographics
- Fire Rescue
- Police
- Parks and Recreation
- Community Development

- Public Information
- Public Utilities
- Public Works
- Value of services
- Strategic Goals
- Overall Satisfaction
- Contact information

The most significant changes to this year's survey from that of prior years included the elimination of the civic engagement section and the format of most questions. Staff did not feel the civic engagement questions were adding value to the analysis and were therefore removed. Also, most questions were changed to allow respondents to use a sliding scale to provide their answer. This was done upon suggestion of statisticians at Embry Riddle who provided some support and suggestions for improvements. Because of this change, it is hard to compare prior year responses. In reading the report one will notice the significant reduction in historical comparison due to this change.

The 2019 survey instrument is shown in Attachment A.

In evaluating City programs and services, citizens were asked to rate their level of satisfaction with each. The satisfaction levels were ranked using a five-point sliding scale ranging from "Not at All Satisfied" to "Extremely Satisfied."

The survey included one property tax question. It gauged citizens' opinions regarding their perceived value of the property taxes they pay to the City in comparison to the services we provide.

One open-ended question was included, which was, "What's the one thing that would make Port Orange a better place?" This report includes selected comments from these answers in each section and a "Word Cloud" analysis of the open-ended responses. Overall there were 1,061 comments – over 200 more than last year. All responses are included in Exhibit 1.

Survey participants were also asked their viewpoints on six goals listed in the City's strategic plan. Participants could move the goals up and down on a scale to indicate which were most important to them.

People taking the survey were also given the opportunity to provide contact information to the City. Responses to this question

indicate that the individual would not mind being contacted by the City for more information regarding their response.

This report is separated in to the following sections:

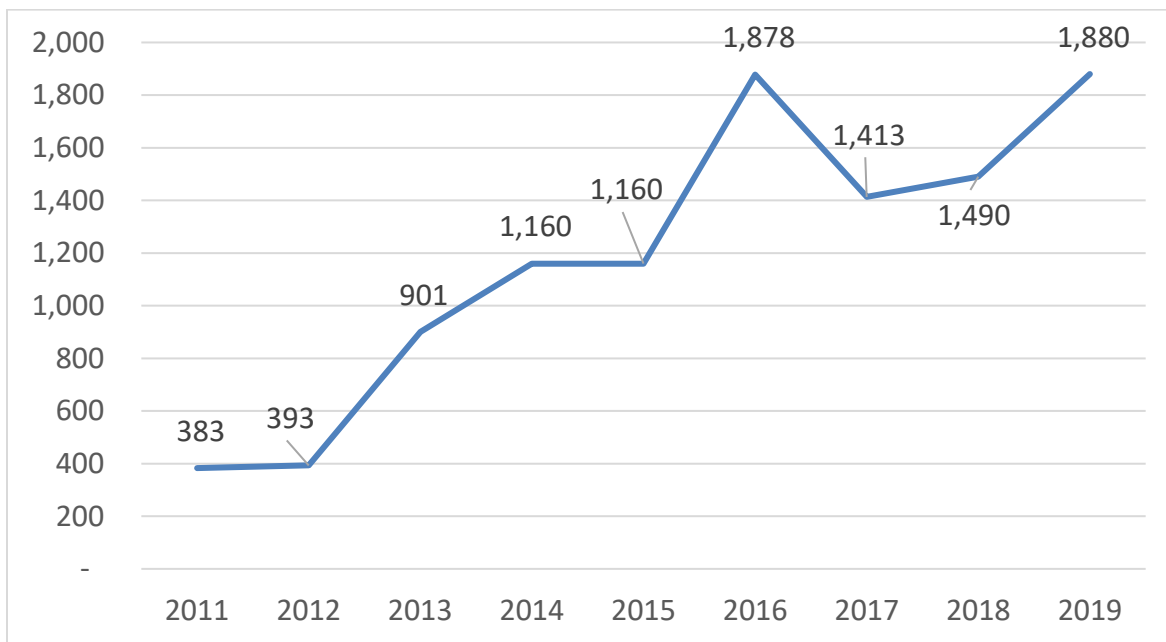
1. Survey Background and Methodology
2. Demographics
3. Fire/Rescue
4. Police Services
5. Parks and Recreation
6. Community Development
7. Public Information
8. Public Utilities
9. Public Works
10. Value of Services
11. Strategic Goals
12. Overall Satisfaction
13. Open-Ended Responses
14. Conclusion

Each section includes current and historical information, if available.

Demographics

As mentioned above, the total responses for 2019 increased significantly from the prior year (by almost 400). This is likely due to the extended amount of time the survey instrument was available and the continues email reminders. Figure 1 illustrates the response rate over the last nine years.

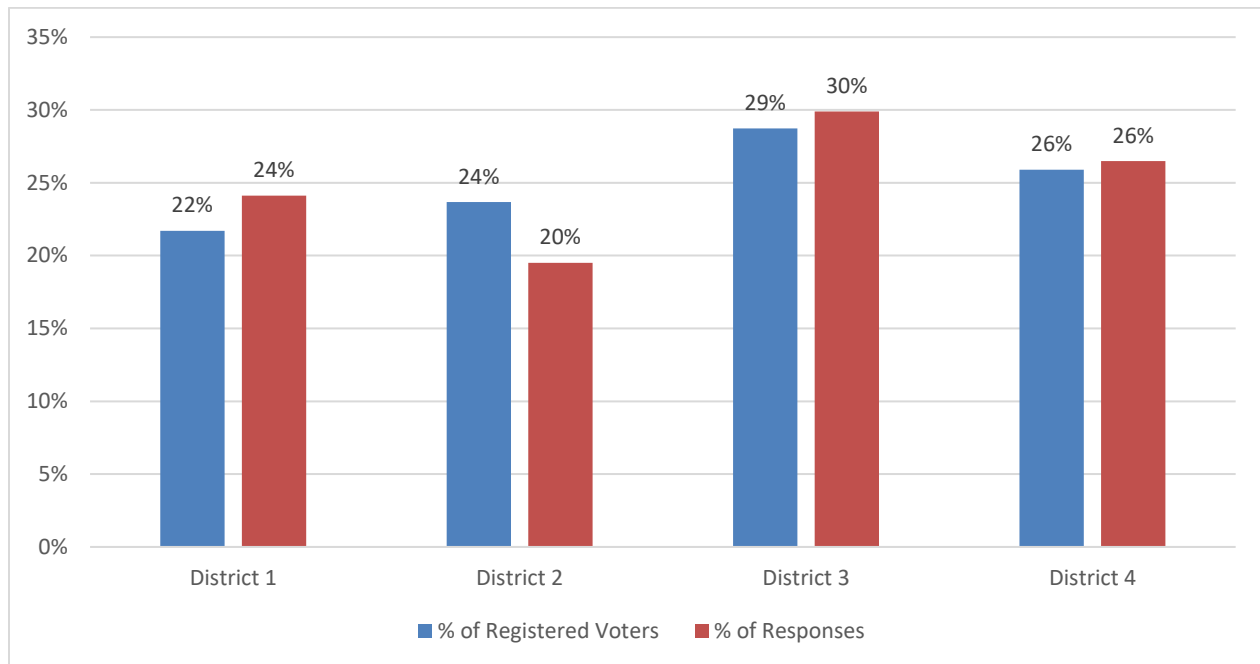
Figure 1. Total Valid Survey Responses 2011 - 2019



Registered Voters

The percent of responses compared to the number of registered voters by district follows along the same trend for most districts except for district two, in which it seems these voters are slightly less engaged in the survey. This same phenomenon occurred last year. Figure 2 shows this comparison.

Figure 2. Comparison of Responses and Registered Voters by District



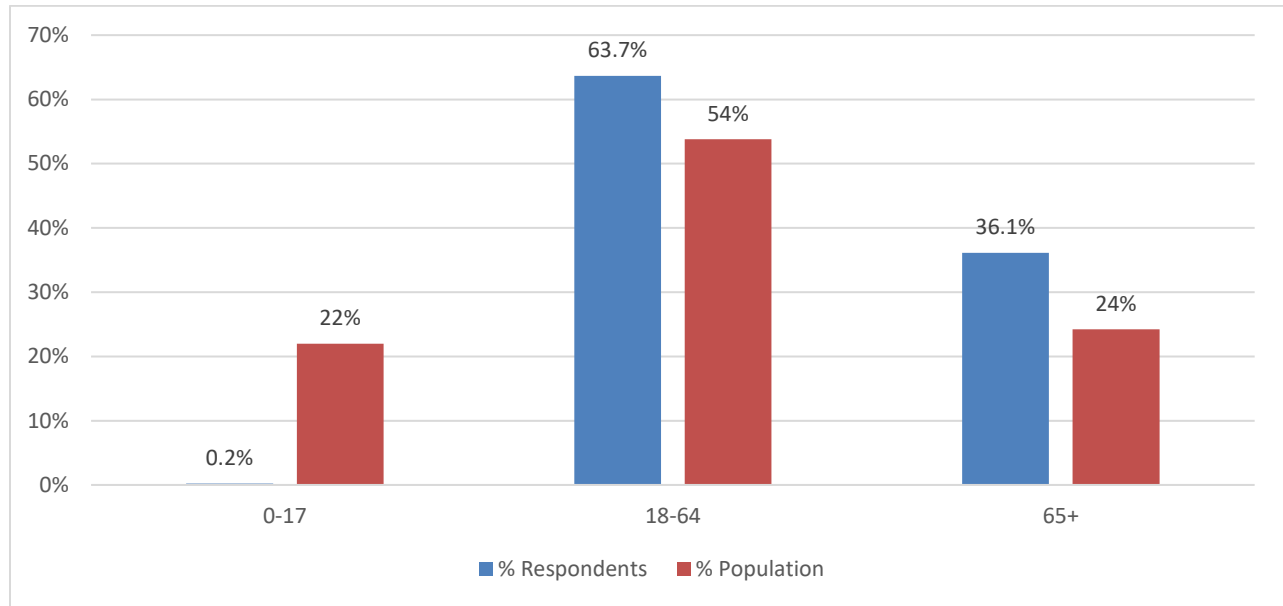
Note: The percent of registered voters is as of May 2019 and was provided by the Volusia County Department of Elections.

The analysis in Figure 2 does not include 234 answers in which the respondent did not know in which district they lived or worked.

Age of Respondents

The largest group of respondents are those aged 18-64, which makes up most of the Port Orange population. However, while people aged 18 and over continue to be the most engaged in this survey, those under 18 seem to have very little interest in their community. This year only four people in this age group responded to the survey, which has been typical albeit unfortunate. Figure 3 shows the breakdown of respondents by age versus the split in population

Figure 3. Comparison of Survey Respondents by Age versus Population



Source: Population data obtained from Census information.

Fire and Rescue Department

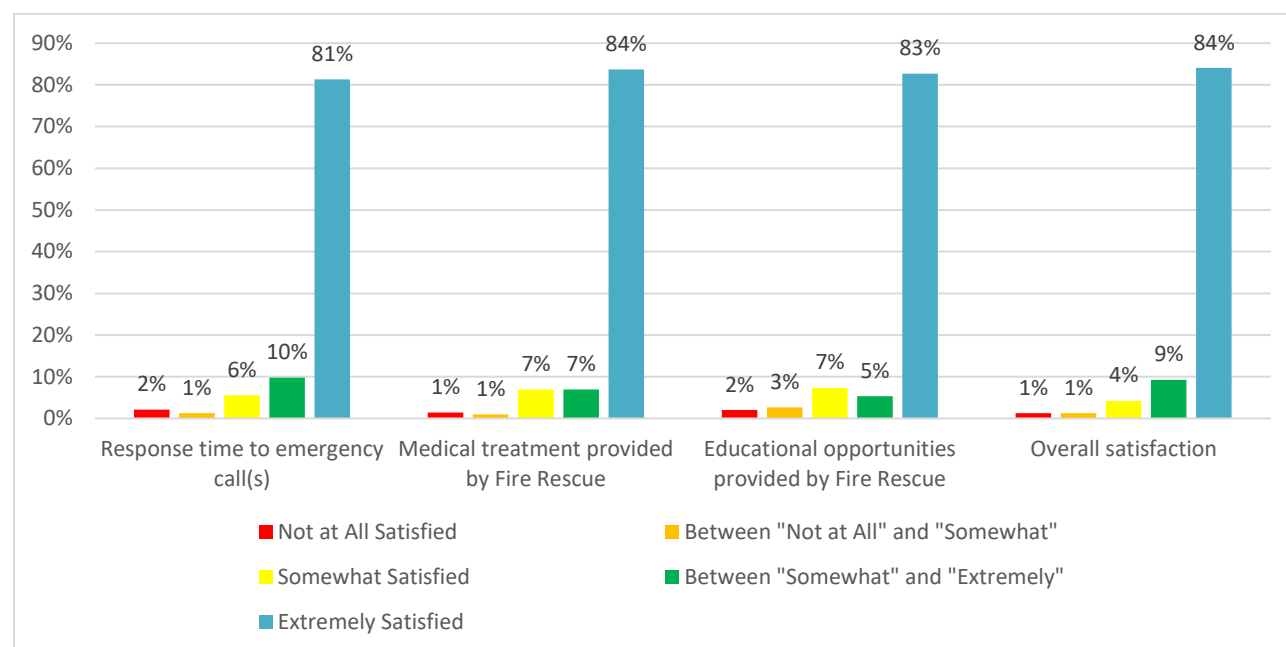
The 2019 survey had a slight change from previous years. Instead of jumping right into questions regarding the fire service, the survey asked whether respondents used fire services and 256 answered “Yes.” In previous years we realized that many of the people answering these questions had not used any fire or rescue services in the past year and were therefore answering most of the questions based on conjecture. While the number of respondents to this question is lower than some others, it should more accurately represent the feelings of those people who used the service.

This year’s survey asked respondents to answer four questions related to how satisfied they were with Fire and Rescue services in the City of Port Orange, including:

1. How would you rate the Fire Rescue Department’s response time to your emergency calls(s)?
2. How would you rate your satisfaction with medical treatment provided to you by the Fire Rescue Department?
3. If you attended an event at which the Fire Rescue Department was present in 2018, were you satisfied with the interaction and educational opportunities you received?
4. How would you rate your overall satisfaction with the Fire Rescue Department?

Figure 4 shows the percent breakdown of answers received for these questions.

Figure 4. 2019 Satisfaction with Fire and Rescue Department Services



As Figure 4 indicates, the clear majority (between 81 and 84 percent) of respondents are extremely satisfied with Fire Rescue services. While the measurement this year is different from previous years, the responses are similar in the level of satisfaction.

Staff has included a sample of comments written by respondents related to Fire Rescue here. All comments are included in Exhibit 1.

Table 1. Sample Comments Related to Fire and Rescue Department Services

District	Comment
1	Not raising taxes for not needed ambulance service
2	Stop cutting down so many trees, from no wonder there are drainage problems when we have a substantial don't. We enjoyed it so much more when we first moved here, it was quiet, now lots of crime in the area but I guess that is all over. City employees that we have had contact with have been FANTASTIC. Especially when we call regarding our utility bill, i.e. Payment, changing address, etc. Codes department could be more aggressive like they used to be, but they have a large territory with few employees. All In all we are thankful for the security the police and fire departments provide. The trash collection employees are wonderful; very kind and considerate. Overall, we are thankful for being here.
4	Better ambulance service

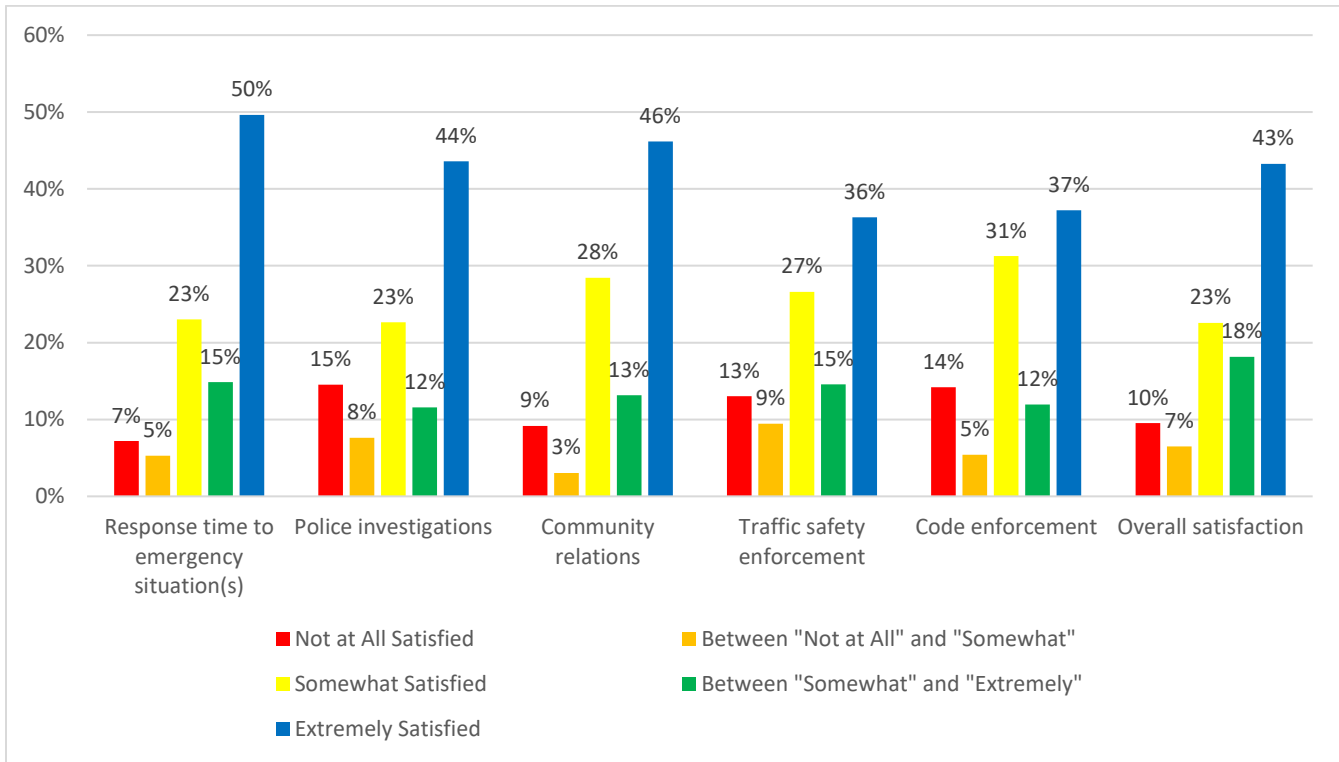
Police Department

As with the Fire Rescue Department, the 2019 survey first asked respondents whether they had used any police services during the year and 496 people answered, "Yes." The respondents who indicated they had used police services in the past year were asked the following questions:

1. How would you rate the Police Department's response time to your emergency situation(s)?
2. How would you rate your experience with police investigations?
3. How would you rate your experience with community relations (i.e., DARE, Citizens Police Academy, Public Education Campaigns)?
4. How would you rate your experience with traffic safety enforcement?
5. How would you rate your customer service experience with Code Enforcement?
6. Overall, how would you rate the quality of your customer services experience with the Port Orange Police Department?

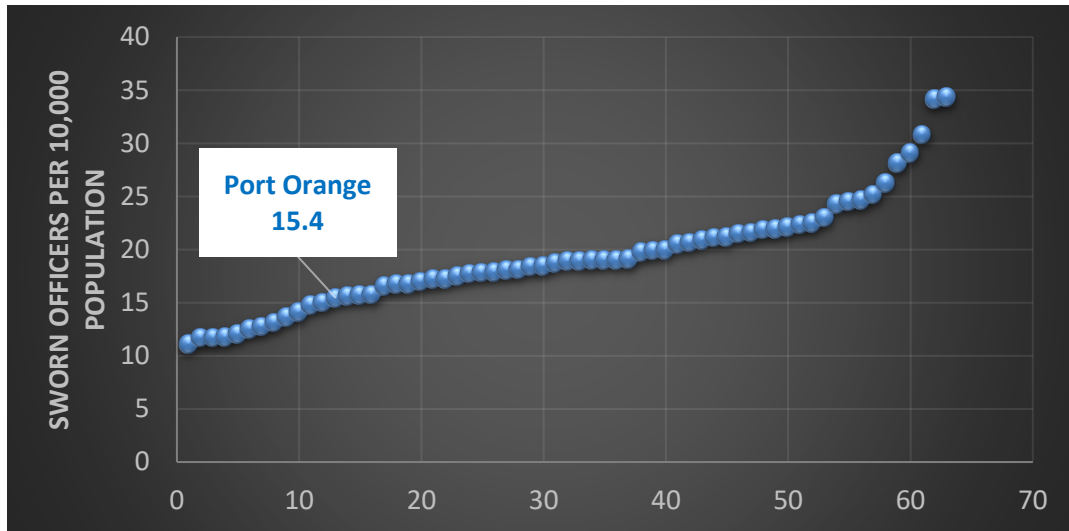
Figure 5 shows the breakdown of answers received for these questions. Based on the answers provided, overall satisfaction with various services provided by the Police Department is relatively low. While 84% of the respondents are "somewhat satisfied" to "extremely satisfied," this is somewhat lower than in previous years.

Figure 5. 2019 Satisfaction with Police Department Services



In prior years, this reduced satisfaction has been focused on visibility. This may still be the case due to the low per capita rates of sworn police officers per 10,000 population in Florida. The latest report with detailed information available was the 2017 FBI Uniform Crime Report. As seen below in Figure 6, the City of Port Orange was the 13th lowest of departments in Florida for cities with a population between 181,000 and 35,000.

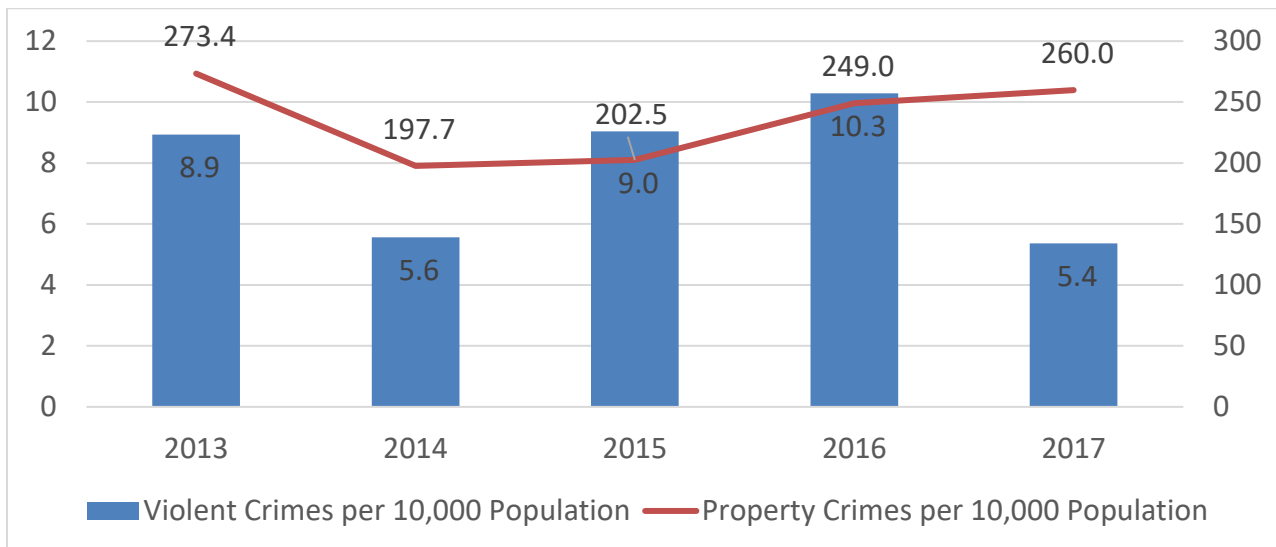
Figure 6. Ratio of Sworn Officers per 10,000 Population in Florida (2017)



Source: 2017 FBI Uniform Crime Report

Another reason for not having a higher satisfaction rating could be the increase in property crimes. The most recent data available is the 2017 FBI UCR. Figure 7 shows the trend in property and violent crimes per 10,000 population for Port Orange between 2013 and 2017. As can be seen in the graphic, while there are some peaks in violent crime, the overall trend is down. However, over this same period, the trend in property crimes is up.

Figure 7. Port Orange Violent and Property Crimes per 10,000 Population (2013-2017)



Source: 2017 FBI Uniform Crime Report

Table 2 includes a sample of comments written by respondents related to police services. Many comments expressed the feeling that there were not enough police or police presence. In addition, there were many comments indicating a distrust or dislike of the police force. This follows along the unfortunate trend seen around the United States over the last decade and may be part of the reason the satisfaction ratings are not higher than they are.

Table 2. Sample Comments Related to Police Department Services

District	Comment
1	Better police force. Had horrible encounters in 2017 being victim in multiple crimes. Young police force, and not properly trained.
1	More police presence
2	Better response time of police department, more officers needed
3	Our police should realize that the residence are not the enemy.

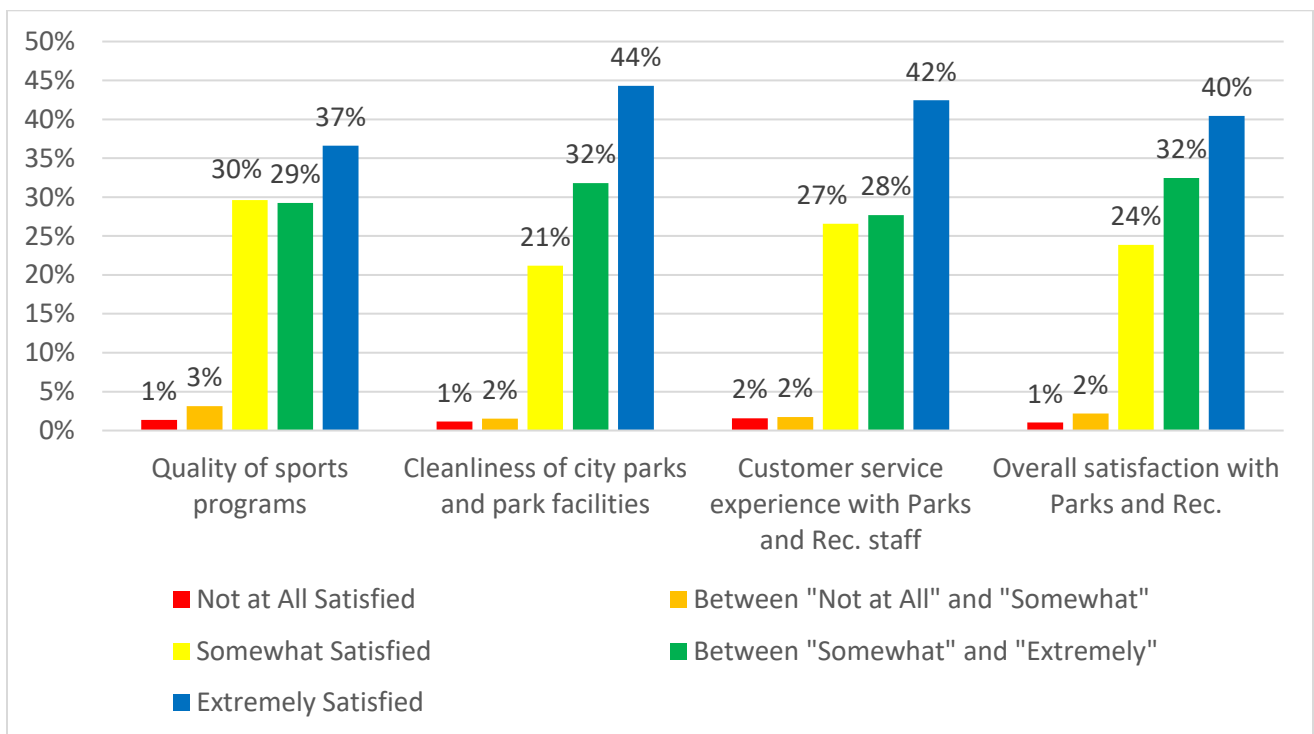
Parks and Recreation Department

The 2019 survey asked respondents to answer four questions related to the Parks and Recreation Department.

1. How would you rate the quality of parks and recreation sports programs?
2. Overall, how would you rate the cleanliness of city parks and park facilities?
3. How would you rate your customer service experience with members of the parks and recreation employees?
4. How would you rate your overall satisfaction with the Parks and Recreation department?

Figure 8 shows the breakdown of answers received for these questions.

Figure 8. 2019 Satisfaction with the Parks and Recreation Department Services



Most responses were between somewhat satisfied and extremely satisfied (96%) for overall satisfaction with parks and recreation. While last year's questions are not the same, these responses seem to be even more positive than in past years.

Table 3 includes a sample of comments written by respondents related to parks and recreation. Exhibit 1 includes all comments submitted.

Table 3. Sample Comments Related to Parks and Recreation Department Services

District	Comment
1	Proper shading over playgrounds and parks for middle of the day sun exposure.
1	We need more places for our children to play. Need more parks, and more outdoor events for families. Similar to what New Smyrna does with Flagler Ave & Canal Street events. Also, with more families moving to our community, we're going to need more fields for kids to play sports that are affordable. Maybe make a rec center near Coraci Fields. My husband and I were both born and raised in Port Orange, and now have a family of our own. We love our community, but we need more safe places for our children to play.
2	More Parks and Rec staff to continue to expand the programming and events
2	Customer service is non existent. Parks and rec dept is wonderful. Other departments do not offer good/friendly customer service and believe they can do whatever they want
3	Less traffic and more parks that are within a 5 min walking ratios from all homes. Trail way that goes throughout the city which would make it safer for bikers, runners and walkers to get around.
3	My biggest issue is that Parks & Recs be able to drive to the Middle School and pick kids up for after school. Having middle kids out and roaming about until their parents are off from work presents problems and safety issues. There needs to be more programs for pre-teen and teenage kids to keep them safe and out of trouble.
4	I think if Port Orange took the time to put sunshades over their many parks (specifically all children's park and the new Riverwalk park) we would be the envy of Volusia county. Our parks are amazing and deserve to be used to the fullest extent. Unfortunately most of the year the equipment is too hot to play on.
4	More parks, better parks. I am really disappointed with the little that are in the area esp for a city that has so many families

As noted in the table above, the majority of comments indicate a strong desire for more parks and enhancements (like more shade) at some existing facilities. These were only a small sample of the comments related to parks, but they represent the overall feeling obtained when reading the open-ended answers provided by residents. They love what they have and they want more of it – parks.

Community Development Department

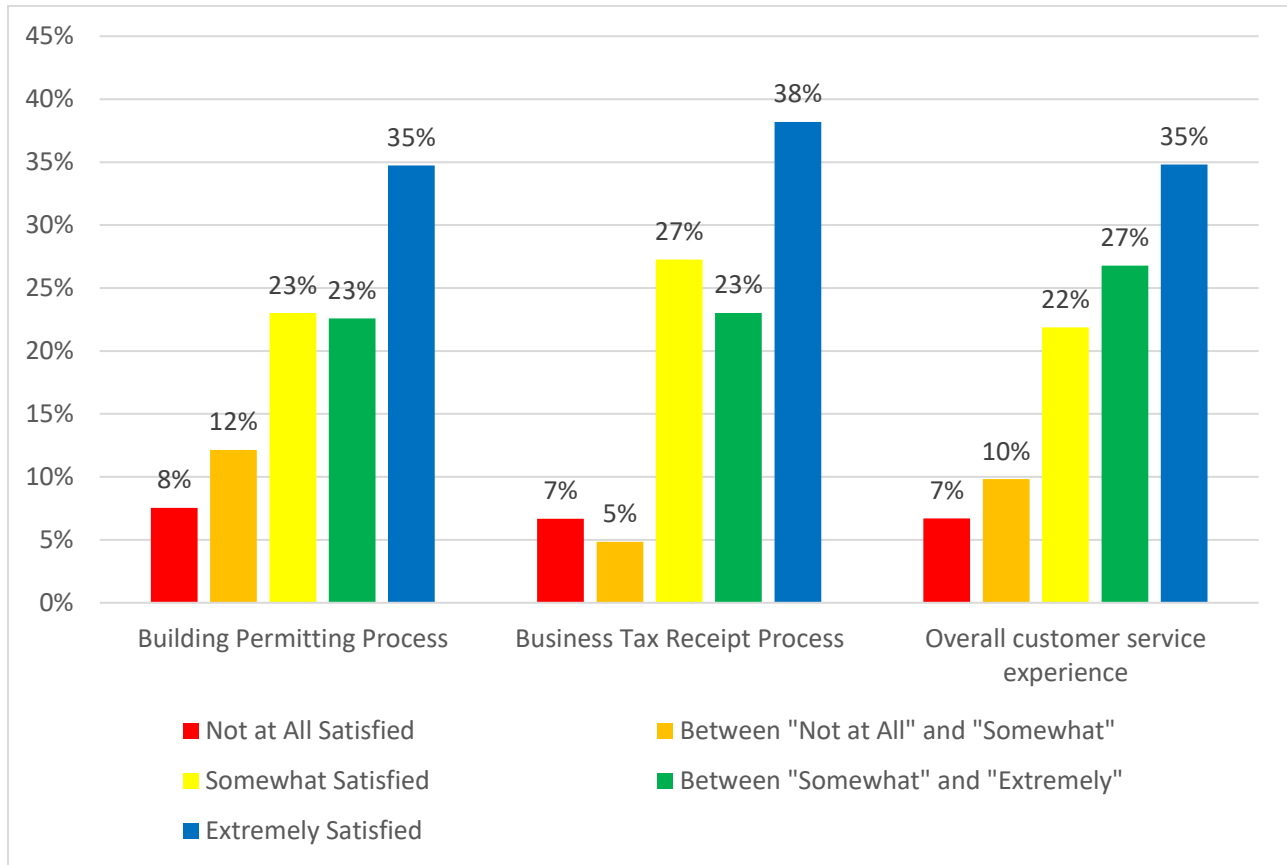
The 2019 survey first asked respondents whether they had inquired about or requested a building permit or business tax receipt through the Community Development department in 2018. Only 262 people answered, “Yes.” The respondents who indicated they had interacted with community development in the past year were asked the following questions:

1. How would you rate your experience with the building permitting process?
2. How would you rate your experience with the business tax receipt process?
3. Overall, how would you rate the quality of your customer service experience with the Community Development Department?

As with some other sections of this report, we wanted to limit responses to only those people who indicated they had used the services within the past year to reduce responses based on conjecture.

Figure 9 shows the breakdown of answers received for community development related questions. Note that code enforcement was moved to the police department and questions related to that function are not located in this section anymore.

Figure 9. 2019 Satisfaction with Community Development Services



Most respondents indicated they were between somewhat satisfied and extremely satisfied with customer service and business processes in the Community Development Department. Only two questions are similar to what was asked last year, and both of those items seemed to improve (although the questions weren't identical). Business processes and overall satisfaction were in the 70% range last year. This year however, respondents were between somewhat satisfied and extremely satisfied over 80% of the time.

Table 4 includes a sample of comments written by respondents related to community development. Exhibit 1 includes all comments submitted.

Table 4. Sample Comments Related to Community Development

District	Comment
2	Start treating snow birds as you call them as part of the City of Port Orange - especially when it comes to building permits - I was asked if I was a snow bird or not before applying for a permit - then was told I would be treated differently by a full time resident in a joking manner but he was not joking as it took me forever to get a permit for a simple shed.
3	Zoning and development laws are too strict to the point of driving business out of the city that would have helped the community economically. Small business is the bedrock of a community and it's being stifled by laws and ordinances. Community development employees seem all too happy to inform you that an area is not zoned properly for your proposed business even after you have documented proof that the very same business is already operating in multiple locations within the same zoning district.
3	Less restrictions requiring permits for home improvements
4	More and better family doctors that are taking new patients! Faster turnaround on permits
N/A	Faster building permits service it takes too long to get a permit!!!

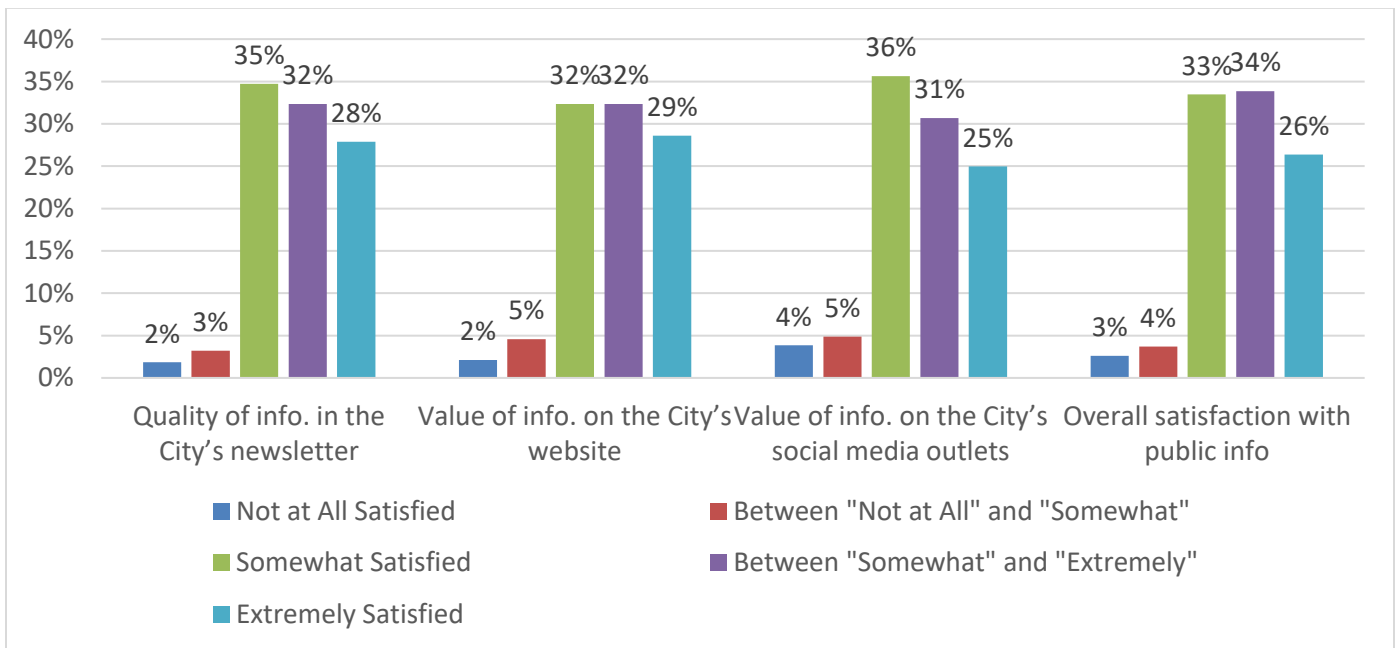
Public Information

The 2019 survey asked respondents to answer the same four questions from last year related to public information provided by the City. The questions were:

1. How would you rate the quality of information in the City's newsletter?
2. How would you rate the value of information available on the City's website?
3. How would you rate the value of information on the City's social media outlets?
4. How would you rate your overall satisfaction with public information provided by the City?

Figure 10 shows the breakdown of answers received for these questions.

Figure 10. 2019 Satisfaction with Public Information



The responses indicated that most people were between somewhat satisfied and extremely satisfied with the public information provided by the city (in the 90% range). This is similar (and possibly slightly higher than responses obtained the previous year).

Table 5 includes a sample of comments written by respondents related to Public Information. There were not many comment

regarding public information leading staff to believe this is not something that they feel is important enough to expend upon (unlike other topics). Exhibit 1 includes all comments submitted.

Table 5. Sample Comments Related to Public Information

District	Comment
3	Growth. More entertainment and shopping. Community events on a regular basis. Better trash and yard waste pickup. Better communication to residents when street projects are happening.
3	events in PO and surrounding communities so we can plug in living here, no fee for garage sales, better communication from city, better website, more user-friendly website with events and what is going on in the community center and library--one stop shop
3	News reporting - car theft and other criminal activity seems to withheld from the public. It should be shared, not to scare the public, but to inform.

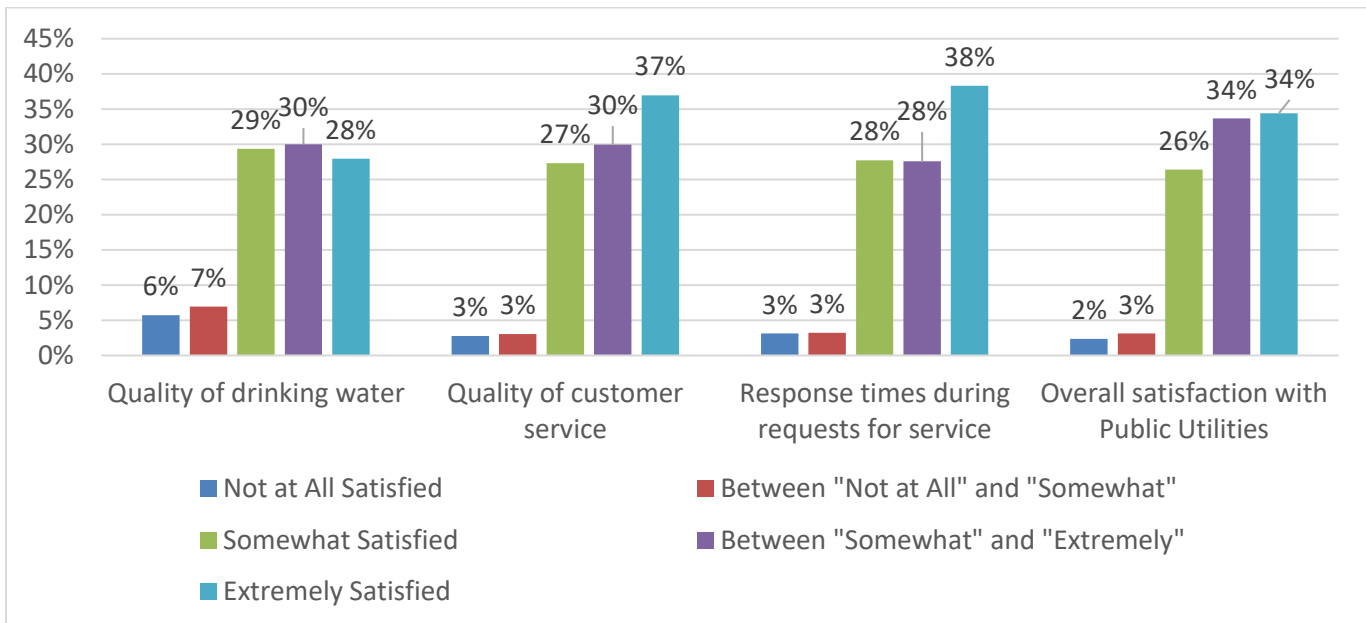
Public Utilities Department

The 2019 survey asked respondents to answer four questions related to public utilities provided by the City. These questions were:

1. How would you rate the quality of the city's drinking water?
2. How would you rate the quality of the services provided by the Utility Customer Service Division?
3. Are you satisfied with the response times to requests for service from the Utility Department (i.e., turn off, turn on, sewer blockage)?
4. How would you rate your overall satisfaction with the Public Utilities Department?

Figure 11 shows the breakdown of answers received for these questions.

Figure 11. 2019 Satisfaction with the Public Utilities Department Services



Most responses indicated that people were somewhat satisfied or extremely satisfied with the public utilities provided by the City. The quality of drinking water continues to be the lowest scoring question in the public utilities group.

A comparison between Port Orange and other localities shows that Port Orange water is comparable to other cities in the county. When

comparing the most recent data available, Port Orange has the lowest amounts of total trihalomethanes than other cities in the comparison. We also do NOT lead in any contaminate category. However, we are tied for the most Chloramines and Chlorine at 3.3 parts per million (ppm) with Daytona Beach. These are the remnants of chemicals used to disinfect the water supply before it gets to the customer.

Table 6 shows the comparisons mentioned above. Note however that the 2018 report was not available for all cities, so their 2017 results were used instead.

Table 6. Comparison of 2018 and 2017 Drinking Water Quality Reports

Contaminates, Disinfectants	2018 Port Orange	2018 Daytona Beach	2018 Ormond Beach	2017 New Smyrna Beach	2017 Deltona	2018 Deland
Fluoride (ppm)	0.57	0.71	0.086*	0.71	0.18	0.66
Nitrate (as Nitrogen) (ppm)	0.058	0.054	0.29	0.043*	2.2	1.6
Sodium (ppm)	34.5	41.7	33.2	29.3	116	20.9*
Chloramines and Chlorine (ppm)	3.3	3.3	3	2.8	3.1	0.83*
Haloacetic Acids (HAA5) (ppb)	33.8	33	27.2	32	26.2*	47.1
Total Trihalomethanes (TTHM) (ppb)	30.3*	78	50.5	61	60	58
Copper (ppm)	0.0723	0.05*	0.095	0.22	0.39	0.5
Lead (ppb)	2.3	2.1	3.8	4.5	1.8*	2.1

Note: * Indicates the lowest pollutant levels of the group.

Table 7 includes a sample of comments from the open-ended question in the survey related to this topic.

Table 7. Sample Comments Related to Public Utilities

District	Comment
1	Same quality but more affordable water. The deposits are high.
1	Better potable water quality. City water has an awful taste.
2	Increase safety, decrease crime, improve customer service with management in utilities.
4	Improve Responsiveness by utilities dept

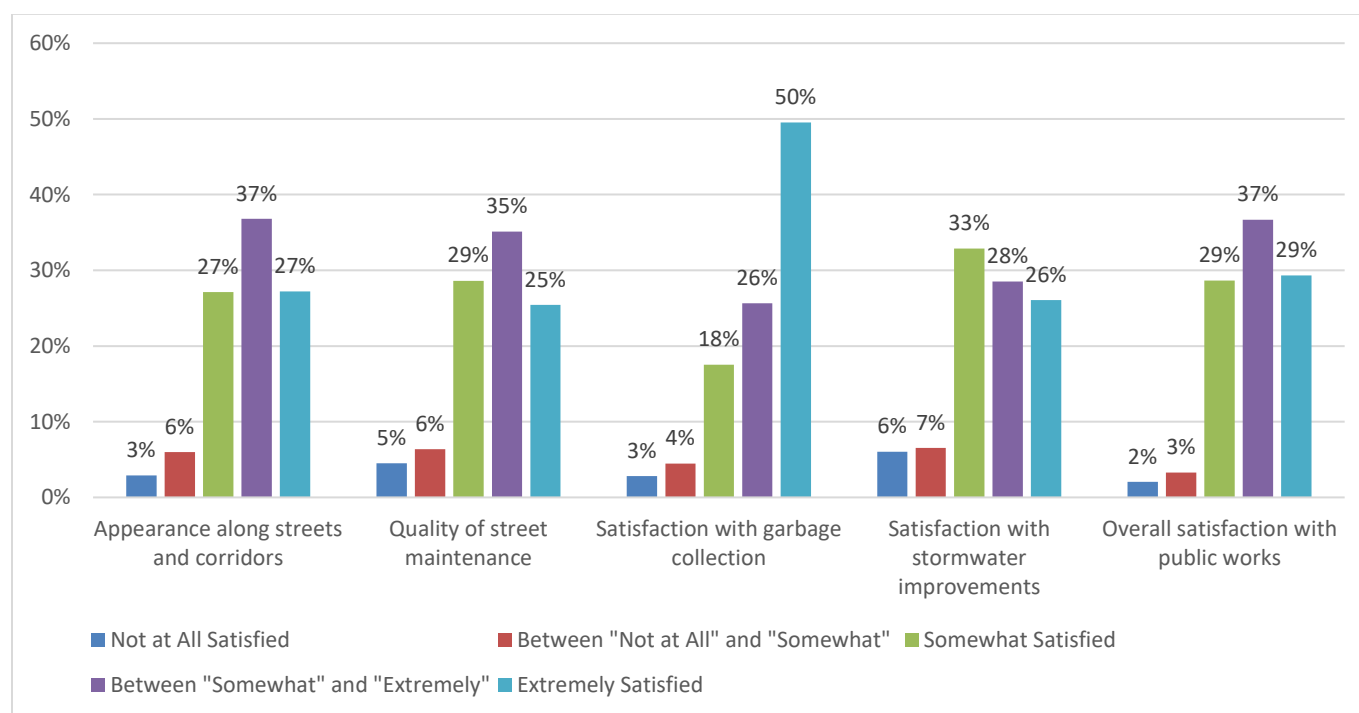
Public Works Department

The 2019 survey asked respondents to answer five questions related to public works programs. These questions were:

1. How would you rate the general appearance along streets and corridors?
2. How would you rate the quality of city street maintenance?
3. How would you rate your satisfaction with the garbage collection service?
4. How satisfied are you with recent stormwater drainage improvements in your area?
5. How would you rate your overall satisfaction with Public Works?

Figure 12 shows the breakdown of answers received for these questions.

Figure 12. 2019 Satisfaction with the Public Works Department Programs



Most respondents are satisfied with public works services provided by the City. Respondents indicated they were somewhat to extremely satisfied with public works services between 87% and 95% of the time. In addition, 50% of the respondents indicated they were extremely satisfied with the garbage service provided by the

City. While comparisons are hard to make due to change in questions, this may be a significant jump from previous years.

Table 8 includes a sample of comments written by respondents related to public works. As with other sections, we have included samples of comments that are smaller in length in this section.

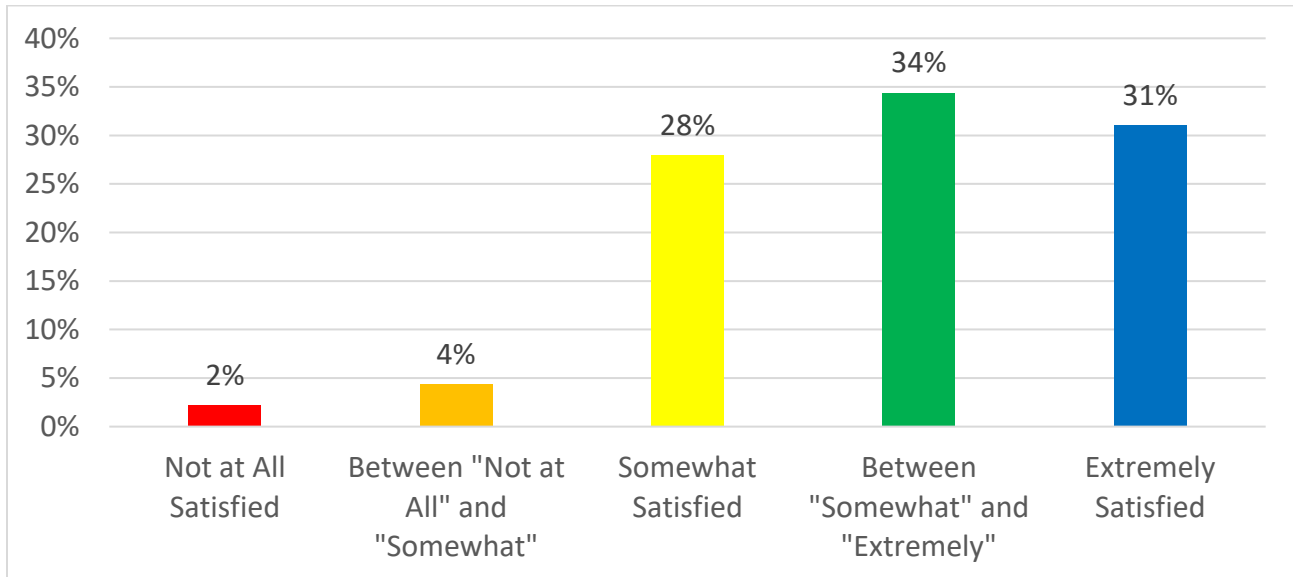
Table 8. Sample Comments Related to Public Works

District	Comment
1	The garbage men drive too fast on the side roads, there are children and wild life. But they are courteous and friendly.
2	Keep roads maintained and paved. The roads here are very neglected.
4	Less building and more work on storm water drainage. The city should buy a few pieces of land and turn them into nice retention ponds to help all the homes that flood in port orange. It's unfair to citizens to have them pay for stormwater taxes and then their house still floods.
N/A	I'm extremely happy living in Port Orange. The courtesy & friendliness of the fellows who pick up our garbage is commendable please thank them for us. Excellent customer service, the city's streets are kept up exceptionally. Thank you, Satisfied Customers.

Value of Services

As part of the survey, we asked residents to indicate how they feel about the value they receive for the services that the City provides. The responses for 2019 are listed below in Figure 13.

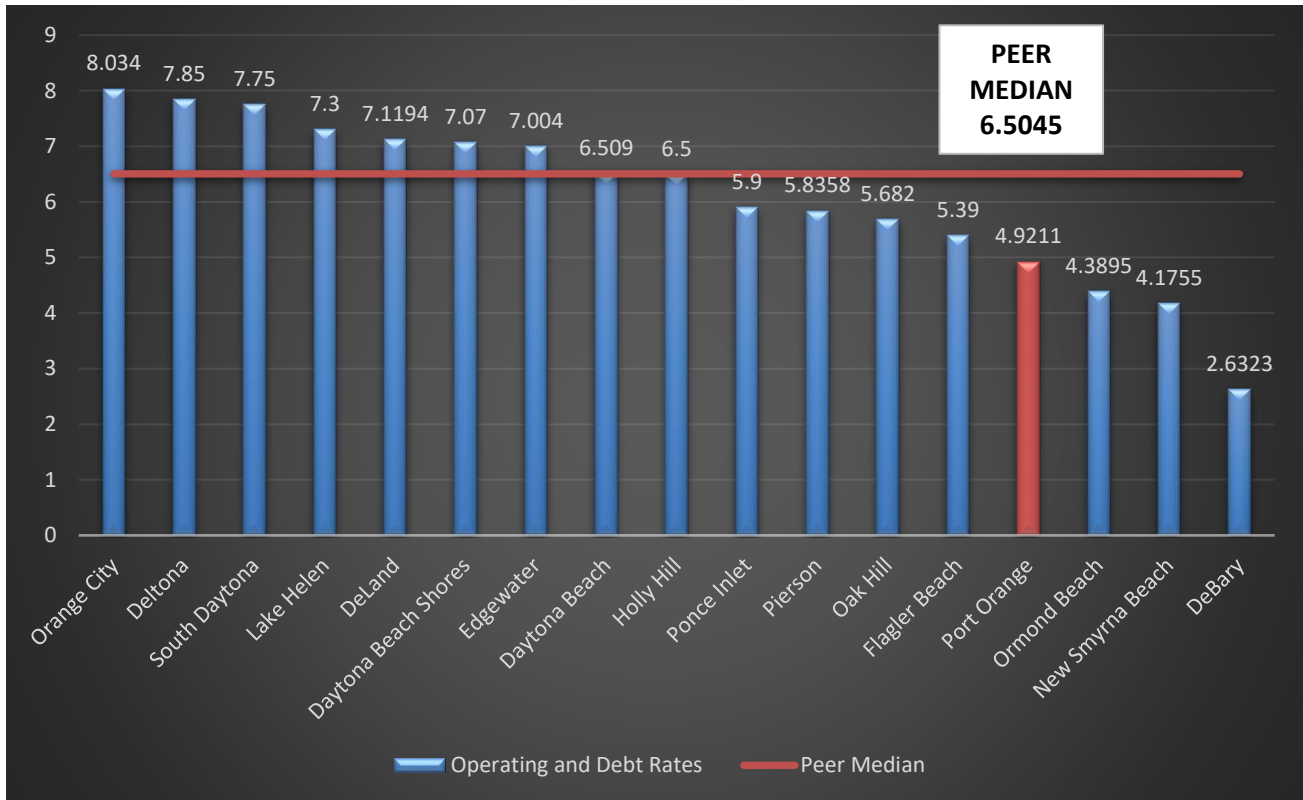
Figure 13. 2018 Value for Service Responses



Most of the respondents (93%) indicated they feel between somewhat satisfied and extremely satisfied with the value for their tax dollars for services provided by the City of Port Orange. This seems like a significant increase over previous years, but as stated in earlier sections, it is hard to compare since we changed the way questions have been asked.

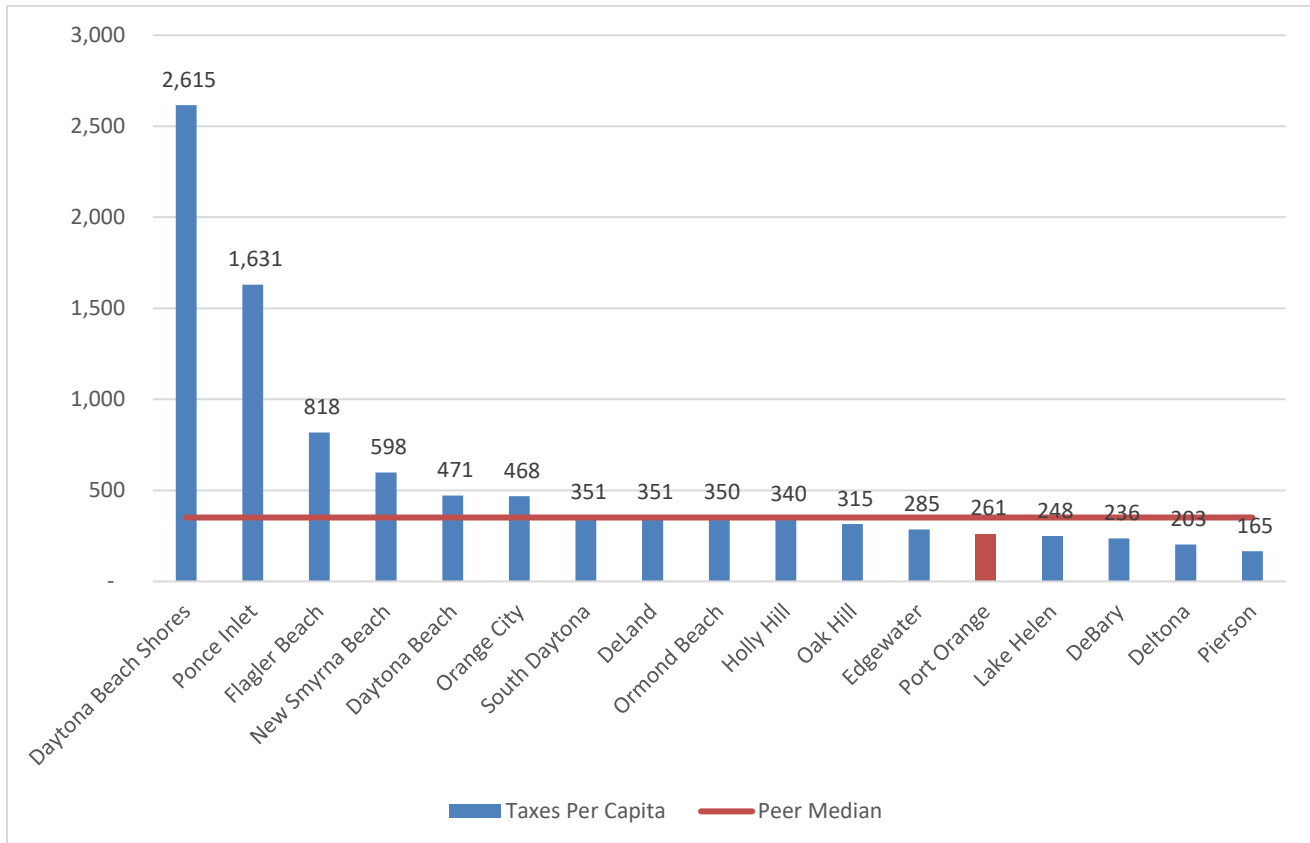
In addition to high satisfaction with the value for services provided by the City, we continue to have the fourth lowest tax rate among Volusia County cities (Figure 14).

Figure 14. Adopted Operating and Debt Millage for Volusia County Cities FY 2018-19



In addition, the City levied the fifth lowest taxes per capita at \$261. This is \$90 lower than the peer median of \$351 per capita (Figure 15).

Figure 15. Ad Valorem Taxes Levied Per Capita for Volusia County Cities 2018



City-Wide Goals

In July 2016, the City Council adopted six main goals for the community. These were:

1. Public Safety
2. Infrastructure
3. Quality of Life
4. Economic Development
5. Fiscal Sustainability
6. Organizational Excellence

The Survey asked respondents to rate these goals in order of importance. For the second time in three years the responses were not in exact agreement with the priority adopted by the Council. Table 9 shows the difference between Council's priority and those of respondents.

Table 9. Council Vs. Respondent Priority for Adopted Goals

Priority Number	Council's Order of Importance	Respondent Order of Importance
1	Public Safety	Public Safety
2	Infrastructure	Quality of Life
3	Quality of Life	Fiscal Sustainability
4	Economic Development	Infrastructure
5	Fiscal Sustainability	Organizational Excellence
6	Organizational Excellence	Economic Development

While public safety still ranks as the number one priority, quality of life and fiscal sustainability moved up the list this year (each an additional spot higher than last year). Respondents kept economic development at number six.

These changes may coincide with the continued discontent regarding additional development and traffic concerns. As the market continues to strengthen, this may be a shift we will see due to increased development efforts.

Given this information and although our adopted goals are for 2020, Council might consider revisiting its priorities this coming year.

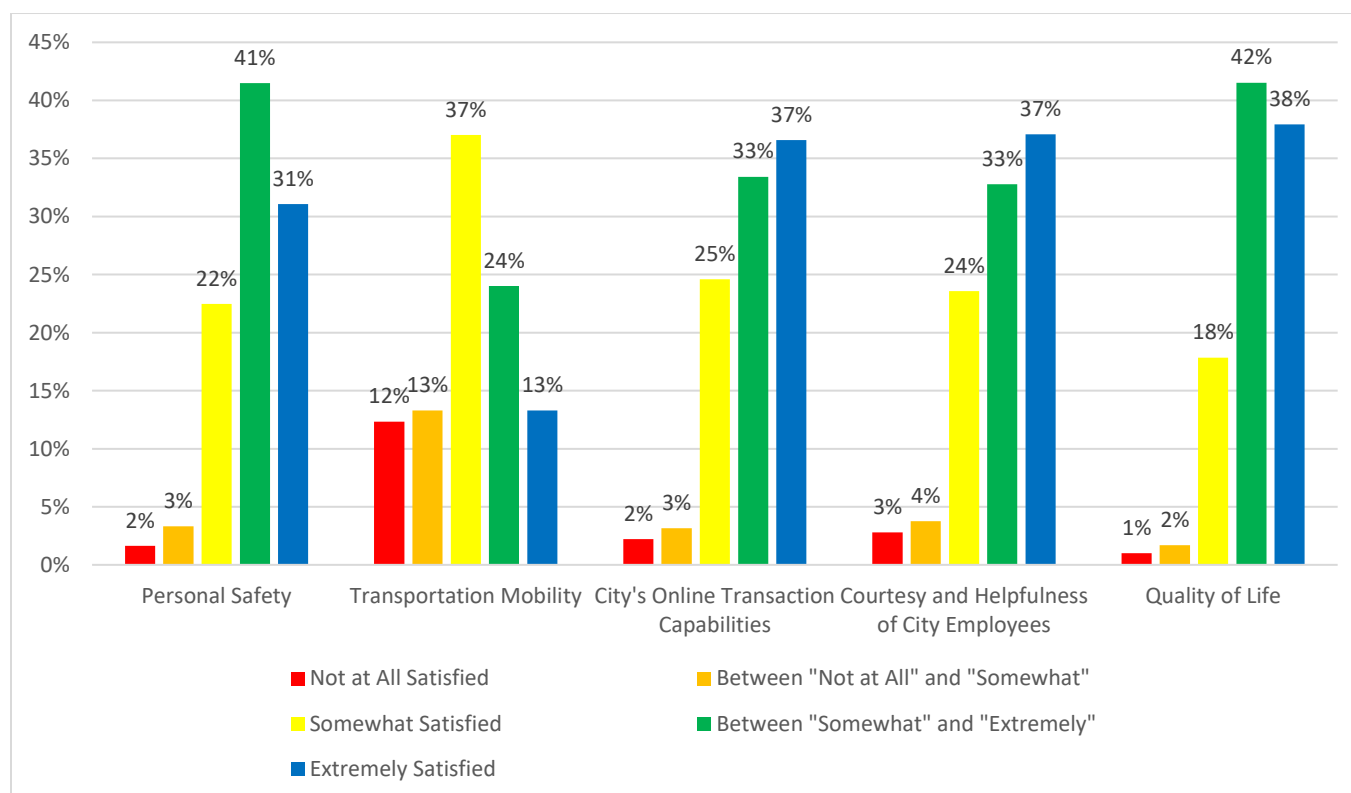
Overall Satisfaction

The 2019 survey asked respondents to answer five questions related to overall satisfaction. These questions were:

1. How do you feel about the level of personal safety in Port Orange?
2. How satisfied are you about the transportation mobility in Port Orange?
3. How satisfied are you with the city's online transaction capabilities (i.e., water bills, business tax renewals, applying for jobs, etc.)?
4. How satisfied are you with the level of courtesy and helpfulness of city employees?
5. How would you rate the overall quality of life in Port Orange?

Figure 16 shows the breakdown of answers received for these questions.

Figure 16. 2019 Overall Satisfaction



As indicated above, 97% of respondents rank the overall quality of life in Port Orange between somewhat satisfied and extremely satisfied. The lowest scores in this category go to satisfaction with transportation mobility. 25% of respondents do not feel that this is even somewhat satisfactory. This score may point to dissatisfaction with VOTRAN (as service contracted by Volusia County). However, it may also be triggered by the lack of options for the “last mile.” The last mile refers to the distance between traditional public transportation stops and a customer’s final destination. There are several new options in today’s market including ride-share companies like Uber and Lyft and bike/scooter rental companies like Lime and Bird.

Table 10 includes a sample of comments written by respondents related to overall satisfaction. Exhibit 1 includes all responses.

Table 10. Sample Comments Related to Overall Satisfaction

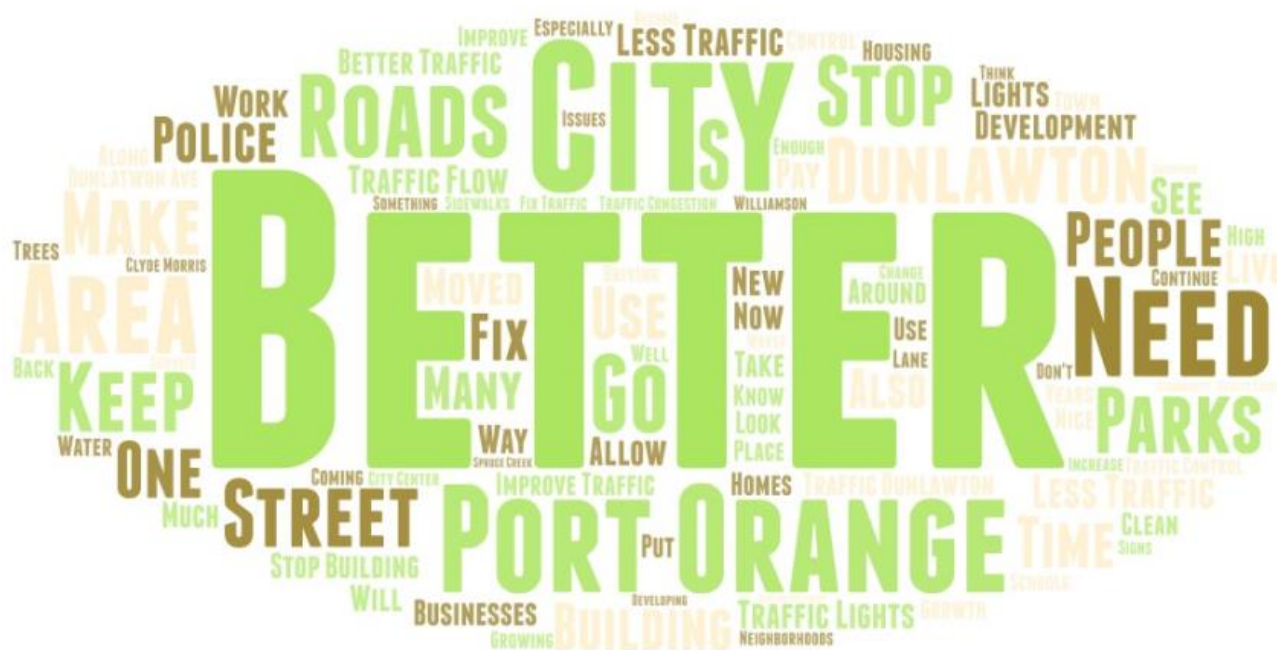
District	Comment
1	Better control of the homeless who are sleeping in the parks, living in the woods and panhandling on the corners. I no longer feel safe running when it is dark. Also litter along the sides of the street is awful.
2	Better planning for future transportation (i.e., roads).
3	The current expansion of apartments and residential communities seems overly aggressive. New development is rapidly overwhelming existing infrastructure, roads and schools. A greater focus on preserving existing quality of life and less aggressive approach to new development would make our city an even better place to live and work.
4	A downtown or town square area. Less corporate business and focus more on local independent business. Pride itself on its deep history. Need to be more like Ormond and new Smyrna.

Open-Ended Responses

We asked respondents to answer the question, “What’s the one thing that would make Port Orange a better place?” Out of the 1,880 surveys completed, 1,061 people provided written responses to the open-ended question (approximately 200 more than the previous year).

The “word cloud” below represents answers to the survey’s open-ended question. A word cloud is an application that visually describes the most common words or phrases in a written document.

Figure 17. Word Cloud of Most Frequent Words and Phrases Used in the Open-Ended Responses



As Figure 17 shows, words relating to traffic and development are very common, such as: Development, Dunlawton, Less Traffic, Street, Improve Traffic, Better Traffic, Improve Traffic and Stop Building. Table 31 shows the frequency of the top 10 words and phrases from the last three years.

Table 11. 2017, 2018 & 2019 Most Common Words and Phrases in Open-Ended Responses

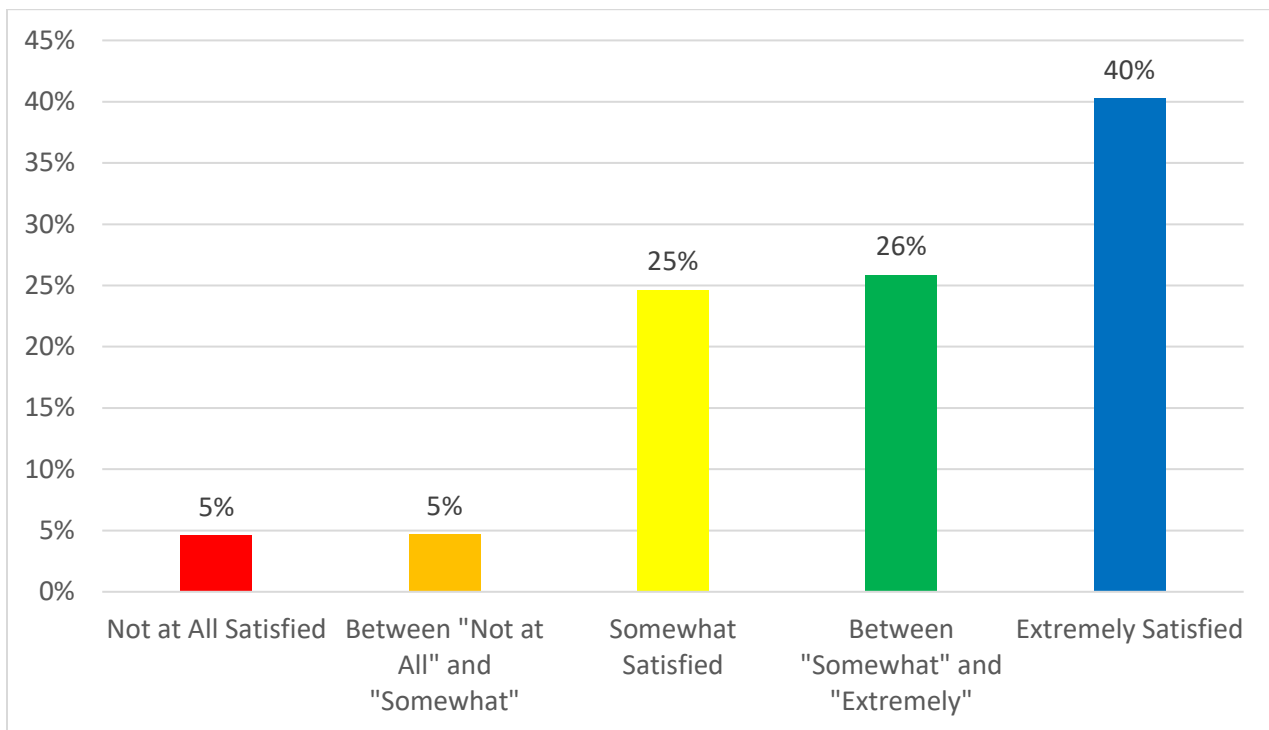
2017		2018		2019	
Word/Phrase	# of Responses	Word/Phrase	# of Responses	Word/Phrase	# of Responses
Traffic on Dunlawton	144	Dunlawton	193	Better	122
Road	76	Development	76	City	114
Parks	58	Port Orange	70	Port Orange	98
Traffic Lights	57	Stop	65	Dunlawton	94
Police	52	Traffic Lights	57	Need	90
Port Orange	49	Street	57	Roads	88
Better Traffic	42	Park	53	Area	79
Restaurants	31	Better Traffic	50	Street	68
Pay	28	Police	45	Parks	67
Growth	27	Water	43	Stop	64

As Table 11 indicates, the most common themes continue to be traffic and development. This is also evident in answers to other questions relating to traffic and development. It's interesting to note that Volusia County and other cities worked on an initiative to increase the sales tax by 0.5 cents this year, but it failed as a referendum. The education centered around the need to improve infrastructure, including transportation, but it was not important enough for voters to approve an additional sales tax to help fix the issue. This is a common issue in government. The electorate understands community needs but is often unwilling to fund projects that would ameliorate the need.

Conclusion

The number of responses increased this year from 1,490 to 1,880 and the questions were asked in a different manner from past surveys making historical comparisons difficult. On average, 90% of respondents felt “somewhat” to “Extremely” satisfied with the work we do. The average spread for all questions is illustrated in Figure 18 below.

Figure 18. 2019 Average Satisfaction Scores



As with most services, customers like some more than others. The City’s highest scoring service (by at least 30%) is Fire Rescue. Each of their four questions had a score of 81% or higher for “Extremely” satisfied. It is interesting to note that these scores were gathered before EMS transport went into effect. It’ll be interesting to see next year’s responses after a year of providing transport services.

Most of the scores for police services for “Extremely” satisfied were around average for the survey, and some were higher. Notably, 50% of the respondents felt “Extremely” satisfied with response time. However, as is the case with most police departments, they

are in the enforcement business and customers are not always happy to receive services from this department. This sentiment shows as an average of 11% of the respondents felt “Not at all” satisfied with police services.

Not surprisingly, some of the worst scores were for transportation mobility. It had the lowest “Extremely” satisfied score at 13% and one of the highest “Not at all” satisfied at 12%

Overall, the responses in 2019 seem to indicate great satisfaction with fire services, relatively high satisfaction with most other services, but the public still wants to see less traffic and better transportation outcomes for Port Orange. This is a similar trend to prior years, and with additional anticipated growth, but limited funds to improve transportation, this trend is likely to continue into the future.

Attachment A – Survey Instrument



2019 Port Orange Citizen Satisfaction Survey

Mayor's Welcome



Honorable Mayor Donald O. Burnette

This short survey was developed in order to get your valuable input and feedback as a citizen on the various programs and services the city provides. Since your participation is vital to our success, would you please consider taking a few minutes to complete it? We also have paper copies available in the City Clerk's Office at City Hall if you would like to complete it by hand. March 15th, 2019 is the last day it can be completed before the results are tabulated.

Your responses help us have a better understanding of how we are performing and which quality of life issues are most important to you. It also assists us to set priorities in budgeting and planning for the future of our great community. This is your city, and it is important for you to take part to tell us how we can best serve you, and the rest of our citizens.

Survey results will be posted on the city's website (www.port-orange.org) and presented to the City Council. Additionally, copies will be available upon request by contacting the City Clerk's office.

If you have any questions concerning this survey or its results, contact the Clerk's Office at 386-506-5563.

Thank you for your help!
Don
Donald O. Burnette, MBA



2019 Port Orange Citizen Satisfaction Survey

YOUR PORT ORANGE STATUS

*** 1. Do You Live or Work in Port Orange?**

- ☐ Live
- ☐ Work
- ☐ Both
- ☐ Neither



2019 Port Orange Citizen Satisfaction Survey

RESIDENT DEMOGRAPHICS

2. Which age group best describes you?

- ☐ 0-17
- ☐ 18-44
- ☐ 45-64
- ☐ 65+

3. Gender

- ☐ Male
- ☐ Female
- ☐ Other

* 4. Select the district where you live:

If you are unsure of your district, please view the [District Map](#).

5. How long have you lived in Port Orange?

- ☐ Up to 5 Years
- ☐ Between 5 and 10 Years
- ☐ Between 11 and 20 Years
- ☐ More Than 20 Years
- ☐ Don't Remember or Not Applicable

6. How many people in your household are under the age of 18?



2019 Port Orange Citizen Satisfaction Survey

FIRE AND RESCUE DEPARTMENT

Fire & Rescue provides proactive prevention and educational services and is always prepared to respond to fire, medical and advanced life support emergencies. The service area includes the City, the well fields and certain areas under contract within the County. The Department is a participant in a closest unit response agreement with all other Volusia County East Coast agencies. We are also responsible for enforcing City, State and Federal Life Safety Codes. The Fire and Rescue Department ran approximately 9,100 calls in 2018 for a population of about 60,000 residents.

The Department's Emergency Management Division continues to aggressively prepare the City, its citizens and businesses for the threat of natural and man-made disasters. This Division maintains and updates all emergency plans and programs.

For more information on the Port Orange Fire and Rescue Department [click here](#).

7. In 2018, did you have any interaction with the Port Orange Fire and Rescue Department?

- ☐ Yes
- ☐ No



2019 Port Orange Citizen Satisfaction Survey

FIRE AND RESCUE DEPARTMENT

The questions below are answerable on a scale of 1 - 5.

If any of the services below were not provided to you in 2018, please skip that question and move on to the next.

8. How would you rate the Fire Rescue Department's response time to your emergency call(s)?

1 (Not at all Satisfied)

3 (Somewhat Satisfied)

5 (Extremely Satisfied)

☐

9. How would you rate your satisfaction with medical treatment provided to you by the Fire Rescue Department?

1 (Not at all Satisfied)

3 (Somewhat Satisfied)

5 (Extremely Satisfied)

☐

10. If you attended an event at which the Fire Rescue Department was present in 2018, were you satisfied with the interaction and educational opportunities you received?

1 (Not at all Satisfied)

3 (Somewhat Satisfied)

5 (Extremely Satisfied)

☐

11. How would you rate your overall satisfaction with the Fire Rescue Department?

1 (Not at all Satisfied)

3 (Somewhat Satisfied)

5 (Extremely Satisfied)

☐



2019 Port Orange Citizen Satisfaction Survey

POLICE SERVICES

The Police Department provides protection and law enforcement for the City of Port Orange within three divisions: Patrol, Criminal Investigations and Administration. Programs within these divisions include: preventive patrol, enforcement of laws, responses to calls for service, crime suppression, marine patrol, investigations, property and evidence, crime scene investigation, special investigations, records/information management, community services, training, victim advocacy, accreditation management, police athletic league, the volunteers in police services (VIPS) and the hiring process (among other programs).

In April 2018, Code Enforcement operations were placed under the purview of the Police Department. The Code Enforcement Unit's purpose is to provide our citizens with a safe community and continued high quality of life.

For more information on the Port Orange Police Department, [Click here](#).

12. In 2018, did you have any interaction with the Port Orange Police Department?

- ☐ Yes
☐ No

The questions below are answerable on a scale of 1 - 5.

If any of the services below were not provided to you in 2018, please skip that question and move on to the next.

13. How would you rate the Police Department's response time to your emergency situation(s)?

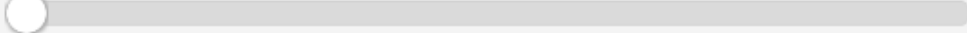
1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

14. How would you rate your experience with police investigations?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

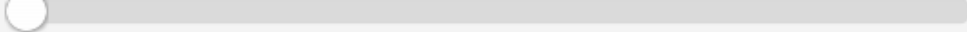
15. How would you rate your experience with community relations (i.e., DARE, Citizens Police Academy, Public Education Campaigns)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

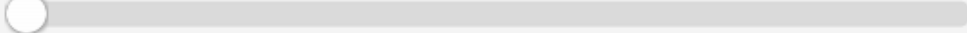
16. How would you rate your experience with traffic safety enforcement?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

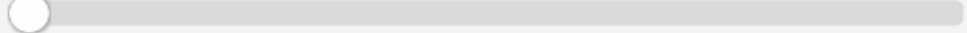
17. How would you rate your customer service experience with Code Enforcement?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

18. Overall, how would you rate the quality of your customer service experience with the Port Orange Police Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 



2019 Port Orange Citizen Satisfaction Survey

PARKS AND RECREATION

The Parks and Recreation Department is comprised of three divisions: Recreation, Parks Maintenance and Athletics. The Recreation Division provides regular educational, social, creative, and special activities to meet the leisure time needs of the citizens of Port Orange. Parks Maintenance is responsible for grounds and building maintenance, vegetation spraying, and litter collection at City parks and various recreational facilities. The Athletics Division provides a variety of quality and affordable athletic programs for adults and youth in the Port Orange area.

For more information on the Parks and Recreation Department, [Click here](#).

The questions below are answerable on a scale of 1 - 5.

If a service below was not provided to you in 2018, please skip that question and move on to the next.

19. How would you rate the quality of the Parks and Recreation sports programs?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

20. Overall, how would you rate the cleanliness of city parks and park facilities?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

21. How would you rate your customer service experience with member of the Parks and Recreation employees?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

22. How would you rate your overall satisfaction with the Parks and Recreation Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐



2019 Port Orange Citizen Satisfaction Survey

COMMUNITY DEVELOPMENT

The Community Development Department maintains the City's Comprehensive Plan and land development regulations. It collects the business occupational tax. The Department is responsible for investigating complaints of code violations, inspecting commercial property for code compliance, and providing support to the City Council and certain Boards and Commissions of the City.

For more information on the Community Development Department, [Click here](#).

23. Did you inquire about or request a building permit or business tax receipt through the Community Development Department in 2018?

- ☐ Yes
☐ No

The questions below are answerable on a scale of 1 - 5. If you did not inquire about or use any of the services below, please skip that question and move on.

24. How would you rate your experience with the Building Permitting Process?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

25. How would you rate your experience with the Business Tax Receipt Process

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

26. Overall, how would you rate the quality of your customer service experience with the Community Development Department?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			



2019 Port Orange Citizen Satisfaction Survey

PUBLIC INFORMATION

"Public Information " is an effort to reach people where they are in order to engage and educate the public on topics related to city operations. This is done through our [website](#), [Facebook Page](#), [Twitter](#), [YouTube Channel](#), Mobile App. and our quarterly newsletter. If you are not yet a follower of our social media pages or other information outlets, you can click on the links above to sign up.

Some recent statistics related to our public information include:

Website visits = 277,901 (in 2018)

Facebook = 4,823 followers

YouTube = 198 subscribers

Twitter = 3,338 followers

The questions below are answerable on a scale of 1 - 5. If you did not read or interact with any of the public information outlets below within the last year, please skip that question and move on.

27. How would you rate the quality of information in the City's newsletter?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

28. How would you rate the value of information available on the City's website?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

29. How would you rate the value of information on the City's social media outlets?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			

30. How would you rate your overall satisfaction with public information provided by the City?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	
☐			



2019 Port Orange Citizen Satisfaction Survey

PUBLIC UTILITIES

Public Utilities provides clean drinking water, reclaimed water for irrigation and sewer infrastructure for customers in Port Orange and neighboring communities. It maintains wastewater treatment facilities and disposes of treated wastewater through the reclaimed water system or another environmentally correct manner. The Department also reads water meters, prepare monthly utility billings, and collects payments for all City utility functions. The majority of the revenue for this function comes from user and connection fees for services provided by the Department.

For more information on the
Public Utilities Department, [Click here](#).

The questions below are answerable on a scale of 1 - 5. If a service below was not provided to you in 2018, please skip that question and move on to the next.

31. How would you rate the quality of the City's drinking water? ([Click here for the annual water quality report](#))

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

32. How would you rate the quality of service provided by the Utility Customer Service Division?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

33. Are you satisfied with the response times to requests for service from the Utility Department (i.e., turn off, turn on, sewer blockage)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐

34. How would you rate your overall satisfaction with the Public Utilities Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐



2019 Port Orange Citizen Satisfaction Survey

PUBLIC WORKS

Public Works is responsible for maintenance and repairs to drainage systems, City streets and rights-of-way, including striping and signage. The Department maintains other City owned paved areas and the grounds at City facilities such as City Hall and the Police and Fire Stations. This Department also does general upkeep and repairs at City facilities, including emergency repairs, regular maintenance repairs, and special projects that will maintain the appearance and operation of these facilities. In addition, Public Works administers the City's contract for garbage, recycling and yard waste collection.

For more information on the
Public Works Department, [Click here](#).

The questions below are answerable on a scale of 1 - 5. If a service below was not provided to you in 2018 or you do not have a frame of reference, please skip that question and move on to the next.

35. How would you rate the general appearance along streets and corridors?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

36. How would you rate the quality of city street maintenance?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

37. How would you rate your satisfaction with the garbage collection service?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

38. How satisfied are you with recent stormwater drainage improvements in your area?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

39. How would you rate your overall satisfaction with Public Works?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

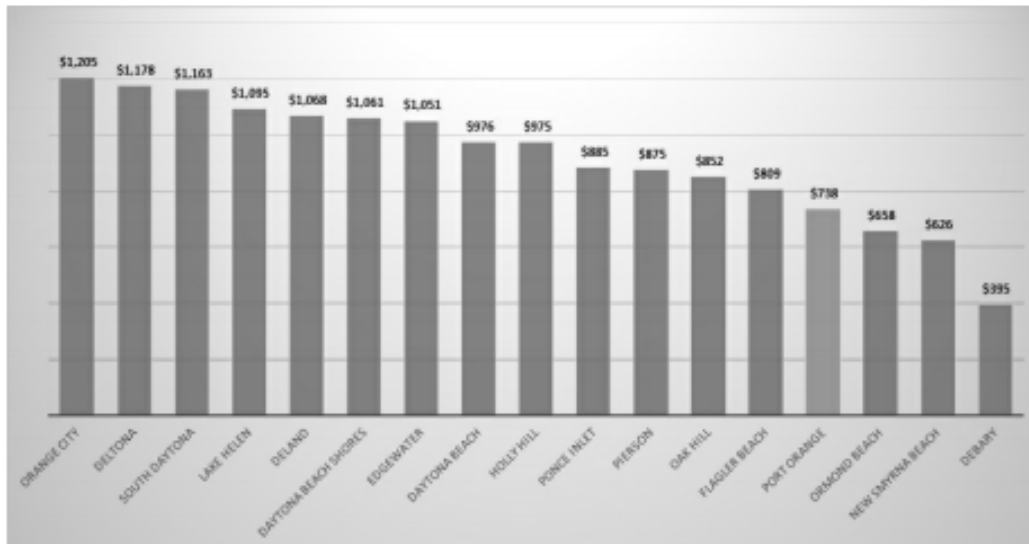
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2019 Port Orange Citizen Satisfaction Survey

VALUE OF SERVICES

In Port Orange, a house with a taxable value of \$150,000 is taxed at a rate of \$738/year, or \$2.02/day. This money pays for a portion of services such as: police, fire and rescue, parks and recreation, street and sidewalk maintenance, business and community development, public information and other general services. The costs of these services are the fourth lowest among all Volusia County cities (see chart below). Note that these numbers do not include property taxes levied by the County, School Board or other taxing districts.



40. Based on the information above, how satisfied are you with the value of city services?

1 (Not at all Satisfied)

3 (Somewhat Satisfied)

5 (Extremely Satisfied)

☐
☐



2019 Port Orange Citizen Satisfaction Survey

STRATEGIC GOALS

The City Council has 6 overarching goals to help guide the city in performing its day-to-day operations. Please rate each of these goals by their level of importance from your point of view (1 = Most Important; 6 = Least Important).

41. Rank the City's Goals in Order of Importance

		Provide Excellent Public Safety
		Preserve and Develop Infrastructure
		Enhance the Quality of Life
		Increase Economic Development Opportunities
		Ensure the Fiscal Stability of the City
		Enhance Organizational Efficiency and Effectiveness



2019 Port Orange Citizen Satisfaction Survey

OVERALL SATISFACTION

Below are questions relating to overall customer satisfaction.

The questions are answerable on a scale of 1 - 5. If a service below was not provided to you in 2018 or you do not have a frame of reference, please skip that question and move on to the next.

42. How do you feel about the level of personal safety in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

43. How satisfied are you about the transportation mobility in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

44. How satisfied are you with the City's online transaction capabilities (i.e., water bills, business tax renewals, applying for jobs, etc.)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

45. How satisfied are you with the level of courtesy and helpfulness of City employees?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

46. How would you rate the overall quality of life in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

47. What's one thing that would make Port Orange a better place?



2019 Port Orange Citizen Satisfaction Survey

Contact Information

We may randomly contact individuals based on their responses to help us understand how we can improve services. This section is completely optional. If you provide your information, you may or may not be contacted regarding this survey. However, if you do not provide any contact information in this section, we will not contact you regarding this survey.

48. Contact Information

Email Address

Phone Number

Please keep in mind, your contact information and IP Address may be subject to public disclosure under Florida law.



2019 Port Orange Citizen Satisfaction Survey

Survey Complete

You have completed the 2019 Port Orange Citizen Survey. If you would like to review your answers before submitting, please press the "Prev" button below. If you are finished, please press the "Done" button.

Exhibit 1 – 2019 Citizen Survey Comments by District

This exhibit includes all responses to the open-ended question, “What’s one thing that would make Port Orange a better place?” The Comments have not been edited from their original form other than to remove profane language and fix some grammar in order to enhance clarity. However, some readers may find some of the language offensive.

District 1

?
1. Cut wasteful spending.
2. Code enforcement does a pretty poor job in my neighborhood. The place is a mess!
6 year in a row. Fix the lights on the sidewalks from i-95 to the beach on Dunlawton Ave. Make sure they all work and are on together at night. Make sure the off/on ramp to I-95 the trees and grass is trimmed and cut. Biggest is the Police. They have a huge god complex and are not sociable to the public.
A law to outlaw Ferrell cats. My yard is not their private litterbox. More trash and recycle cans along riverside drive. Bust the litterers there.
Alleviate traffic jams on Dunlawton which started occurring after the Golden Corral complex was put in.
Allow dogs on the beach in a limited capacity - eg: must have bags and clean up after the dogs, ALWAYS keep on leash, ticket and fine if found breaking rules.
Another large shopping center/Town Center. With more stores that way we could save a trip to Daytona. Bike trails would be nice as well. I only have 1 that goes around a huge lake in my area, a trail through some scenery would be nice.
Better timing or the red lights.
Beautiful, safe, friendly, courteous,
Being able to make a left from Taylor Rd onto Dunlawton/Taylor extension just east of 95 like the good old days.
being able to turn left on taylor/ dunnlawton, to get on 95 (like we used to) without going out of the way behind BJ'S and WaWa .
Being more mindful of putting too many buildings and restaurants in one area!
Better animal control. Need to begin collecting the many stray cats in the mobile home parks as they are destructive and a nuisance.
Better control of the homeless who are sleeping in the parks, living in the woods and panhandling on the corners. I no longer feel safe running when it is dark. Also, litter along the sides of the street is awful.
Better Customer Service and addition of a customer complaint process with regard to billing.
better enforcement of illegal parking on streets marked "no parking" near the Ridgewood/Fleming Flea Market
better enforcement of maintaining of vacant homes and property. Take a ride down Scott Street!!!

Better engineering of street traffic and parking lots. Have police concentrate on real criminal activity instead of petty things just to meet quota.
Better flow of traffic on Dunlawton
Better infrastructure! Do something about the quality of businesses that are being allowed to open. We don't need another storage facility or Dollar Store. Attract better businesses, and then you'll get better clientele to the area. Do something about the crappy businesses and empty shops/lots along Ridgewood. We look like Holly Hill. Along with that is the traffic and roads along the Dunlawton corridor. Whomever developed the area is a moron, and probably has never driven down Dunlawton during rush hour. It is ridiculous the about of one-way's, U-turns, and improperly timed lights that exist.
Better neighbors.
Better police force. Had horrible encounters in 2017 being victim in multiple crimes. Young police force, and not properly trained.
Better potable water quality. City water has an awful taste.
Better sidewalks
Better sports facilities, particularly for soccer. NSB and Ormandy both have decent soccer complexes (although they pale in comparison to other complexes in central Florida), but we can't build more than one field. It's very sad.
Better street planning, Dunlawton and Williamson is an accident waiting to happen!!
Better traffic control in the city.
better traffic control. Especially Dunlawton Ave
Better traffic flow
Better traffic flow - major roads are crowded, time consuming and dangerous.
Better traffic flow on Dunlawton. It's getting worse, not better!
Better traffic flow. Both Madeline (between Williamson and Nova) and Williamson (between Beville and the Pavilion shopping area) are OVERDUE to be expanded. The allowance of the Wal-Mart Neighborhood Market to be built without widening Madeline @ Clyde Morris was a mistake and will only be made worse as they try to fill those outparcels, as well as the new construction being performed at the SW corner of that intersection. In the long run, it would have saved money to expand the intersection at the same time. Now, traffic is getting worse and it still needs to be done, which means tearing up what was done, and doing it again.
Better traffic flow. It's being coming too saturated with businesses along Dunlawton. More affordable housing.
Better traffic management
Bike trails
Brighter street lights at night Revamping building so that people can rent at places that already have a building instead of knocking down trees. Port Orange should have a more smooth traffic as well as keep up with trimming trees to see
Bring in more Jobs and develop River Walk.
Bury all power lines.
Business diversity.... we have enough gas stations parked right next to each other!
By NOT putting a bike trail back here on Riverside Dr !!!!!
Change the speed limit from 25mph to 15mph on Nixon Lane (District 1). People go 40+ mph, there's no sidewalks, 3 blind turns, kids use it as a main artery to get to Sugar Mill Elementary from

Springwood Apartments, and a plethora of Springwood residents use it to walk their dogs. There are many families who live on Nixon Ln. with children under 18. Consider lowering the mph to make it safer and put in a speed radar sign similar to the one on Jackson St. to actually attempt to enforce it. I wouldn't doubt people go 55 mph down Nixon lane; its shocking.
Clean up old port orange along Ridgewood. Give funding for remodels to old buildings and try not to let that area turn into our low rent district.
Clean up side walks the garbage is incredible when I go for walks nova the section of us1 towards NSB and generally anywhere people are pigs perhaps more signs about littering and how about a .05 deposit on bottles then at least someone can pick them and get cash.
Clean up some of the homes in Harbor Oaks and some of the houses on Nova Rd.
Clean up the US 1 corridor
Clean up trailer parks and highway 1. Trashy buildings everywhere- the entrance monument at 1 and Dunlawton is outdated and shabby. Need Music venues, and places to walk and dine on the highway 1.
Clean up us 1 south of Dunlawton
Clean up US1. Whenever I have someone coming to visit my home for the 1st time, I ALWAYS give directions coming from Nova as I am embarrassed by the way US1 looks
cleaning and maintaining the public parks. Mowing and trash removal of the public water drainage ditches along oak street & Jackson St. (behind Dunlawton) It is not being maintained as it used to in years past. It used to be always mowed and maintained.
code enforcement. Making sure people keep up their homes and property. cleaning up some neighborhoods and streets
Community garage sales.
Complete bike path along river to Harbor oaks point from city river walk
Completing the riverfront project
Completion of river front development, more sidewalks and maintenance of existing sidewalks
Consistent zoning enforcement in mobile home areas. District 1 has some disgusting and dangerous mobile homes.
Continue heading in the direction we are going.
Courteous city employees, solution to homeless people
Curtail land clearing.
Definitely beautification projects (I notice Ormond has less money to work with, but their main streets look like parks); and it would be nice to be able to walk the streets at night without being afraid of the people that shouldn't be there (esp. in winter when it gets dark so early)
Despite numerous calls to Police, The PORT Hole on Herbert Street continues to operate as a biker hangout including gangs with very loud music until late in morning. Why cannot something be done?
Do a better job a taking care of trees planted. Several palm trees get planted and not taken care of. They die and are just left there for example the one east of Spruce Creek Rd and Dunlatwon. It is very difficult to get in touch with city staff when there is a non-emergency police issue and garbage issue. You should be able to contact PD with report a concern.
Do not allow rollout of 5G wifi. This is very harmful to public health. The water is within legal limits but could be much better. My tap water has 150+ TDS but Portland OR where my son lives has only 16 TDS. We could do much better to improve public health with cleaner water.
Do not change Halifax Drive to one way. I got this house for the quiet and views.

Do not make Halifax Dr a one way street. A single lane would be a serious situation.
do not make riverside dr. one way
Do something with the congested traffic on Dunlawton.
Doing something about the congestion on Dunlawton west of Nova Rd. Said this the last time. Don't know what can be done with businesses on both sides of the street, but it can get really backed up. Encourage more shopping closer -- stores like TJ Maxx, Hobby Lobby, etc. to come to our area. Moving further north in Daytona means I don't shop there now.
don't let people take pay offs to build homes where they shouldn't be
Dunlawton Ave. has become dangerous and I do my best to stay off of it. I think there should be better monitoring of Dunlawton and Nova Roads. You feel like you are taking your life in your hands on these roads.
Dunlawton traffic is stressful!!
Eliminate all traffic lights on Dunlawton!!! I know it is not something that will happen, but sometimes it can take 15 minutes to get to 95 from Riverside Drive
enforce traffic laws on reckless, speeding drivers, enforce littering laws, clean up filthy canals.
Fix flooding issues
Fix the massive traffic mess that the City has created on Dunlawton from City Center to Williamson. IT is out of control and additional development will make it worse.
Fix the traffic problem on Dunlawton
Fix traffic on Dunlawton
Fix traffic problems on Dunlawton Ave
Fix your own mistakes. IE: stormwater drainage tax. We did not build the retention pond wrong. You did. U should fix it. How long are we going to keep paying for your mistake !!!
Fixing the traffic and bringing back bus stops. There was zero reason to close Taylor road off as much and force everyone to use Yorktowne to get to the highway
Fixing the traffic flow of Dunlawton. It has taken me over 20 mins to get from Clyde Morris west to 95.
flood control. building was allowed 4 feet higher than our subdivision for a commercial site. The homes directly behind the higher ground flood easily in heavy rains. The retention area in front of the higher ground does not help the lower ground. Not sure how but it needs to be addressed. The city did clean up the garbage and yard/tree accumulation in city alley. Thank you
For the Police officers to finally start doing their job. Be more visible to the public. Stop bothering people who work hard and intervene with those who do not follow the law. Remove drug addicts from my neighborhood and speeding cars from my street. Alcoholics who run over my mailboxes and the cop doesn't care to take a report from me. Get rid of cops or make them work! It's not an option. I pay their salaries to sit at Wal-Mart parking lots in the middle of the night instead of watching my neighborhood. If I hear of another raise that they will ask for I will be the first to tell them this! I have never asked for a raise in my life and I work two full time jobs. It's shameful to get paid to do nothing.
Funding to create new park areas AND funding to maintain existing parks as well as providing new sidewalk/bikepaths and funding to maintain existing paths.
Gambling at Hard Rock Hotel on beach
Get a better system for paying utilities online. Current program is outdated and cumbersome to use. Needs major upgrade

Get rid of the overpaid, under-worked, privileged government employees and deadbeats, privatize, privatize, privatize, get out of my life, bring back peace officers vs law enforcers, quit selling yourselves to the highest bidders, quit patting yourselves on the back. GROW A SET!!
Get rid of waste pro for garbage pick up. They are slobs I am tired of garbage not picked up. If there is a rule for only one bag...publicize the rule and be consistent.
get the traffic to flow better.
Give the employees a REAL pay raise to come more in line with other municipalities. The morale is GONE. New employees come here to start, then leave to other municipalities for a SIGNIFICANT increase in salary.
greater variety of shops and restaurants
Green spaces. Save more native land.
Have more police patrols, watching for speeders and reckless operators of all kinds of vehicles. Control firework usage. Try to keep a regular schedule with rubbish & recycling pick up specific times. 4 hour time slots. Have residents pick up cans as soon as possible. Especially windy times.
Higher pay for first responders who are there for all residents of Port Orange. A pay that does not require them to seek second jobs to live in the city they serve.
Hire more Police Officers with years of experience, make Code Enforcement do their jobs correctly, not to turn their heads on violations, and do not allow Code Enforcement to be part of the Police Department.
I live in Wilbur
If I had a wish I would like to see a sidewalk along US1 that would connect Port Orange to New Smyrna where their sidewalk ends then we could bike to that nice park it's so nice. I like to bike around the city but it would be nice if you could link the sidewalk from port Orange to new Smyrna along US 1
If the streets didn't flood so bad during a bad rain storm
I'm concerned that the new river walk parks could attract homeless that would be interested in using their facilities.
Immediately close The Porthole Bar on Herbert Street. This dive bar had no business locating in a residential neighborhood. Motorcycle gangs, gun shots, revving engines at 1:00 a.m. and blaring music every day are absolutely unacceptable. All of these factors inconvenience the lives of residents within several blocks in every direction, every day. Real estate values are negatively affected as well. Get rid of this public nuisance.
Improve Dunlawton traffic
improve the beach cross overs on A1A. there are only a few cross over areas and there needs to be more
Improve Traffic (especially on Dunlawton), Trash & cigarette garbage in parks and on roads, better help and info in permits dept.
Improve traffic flow on Dunlawton
Improved traffic mobility, specifically along Dunlawton
Improved traffic plan
It is already a better place
I've lived here for 22 years, suddenly have trash recycle pick up and branch pick up issues. They need to do their job.

Keep some of our wetlands!!!! I know development is necessary, but we need our forests and wetlands for animals, food, oxygen.
Keep panhandlers out of Port Orange
Keep up appearance of older neighborhoods through code enforcement so it doesn't get like South Daytona. Panhandling on Dunlawton has gotten worse. Per my neighborhood, Dunlawton Hills, the sidewalks around Stonybrook Circle were maked with paint so long ago (for repairs) that the paint has virtually worn off. City needs to do something as there are many trip hazards. Also, the road needs to be repaved as there are huge cracks and repair now will be less costly. This will help the neighborhood's appearance. Occasional drive through by police would be helpful. Thank you.
Keeping city vehicles that are paid by the citizens of Port Orange within city limits. Not as transportation to and from work. Palm coast seems a lil excessive for free rides. Not counting the wear and tear on tires the vehicle maintenance oil changes and fuel. Let's try saving some extra money
Keeping residents informed about plans the city is making that may interfere with our day to day lives such as the River to Sea Trail.
lees traffic, less congestion on Dunlawton, a grocery store on Ridgewood
less building
Less Crime
Less flooding in my house caused by poor drainage due to lack of proactive planning
Less housing developments
Less national chain stores & restaurants, more small businesses. Some sense of art and creativity. Stop generating traffic.
Less restaurants. More cultural events Community theatre.
Less Traffic
less traffic
Less traffic
Less traffic
Less traffic congestion
Less traffic. They keep building and the traffic is getting worse. I miss port orange when it was a secret
LGBT inclusion and support
live in commonwealth. code enforcement does not do enough for complaints from people living there and streets & sidewalks need cleaned & improved
Lively riverside. Sidewalk along entire river, more park events, regular food truck nights, shops and restaurants along the river. Ormond zones and plans it great and we should try to enhance ours. An area that really stands out in our city. We have no iconic anything for port Orange. Something people all throughout Volusia will talk about.
LOWER TAXES and more efficient government spending. Police the police. I know of many people including myself that are afraid of the police in Port Orange. I have been witness to the police overstepping their boundaries. I know at least one person that has been stopped on his bicycle on multiple occasions for no reason, just to ask if they could search him or his backpack. I understand the importance of the police and hold the highest level of respect for them and the job that they do. It's not good for the police or the city when I see bumper stickers that say "Welcome to Port Orange. You're under arrest." That's kind of the reputation they have. They should be given the highest level of respect but let us not forget what their job is. They are here to protect us and set a very high

standard for the rest of us to follow. They should NEVER be seen on the phone while they are driving. I see it all the time. I saw it today, in fact. They are not revenue collectors. Keep your motorcycle units off the sidewalks running radar and keep them on the streets where they belong. Most importantly, remember at all times that all city officials work for the public and are paid for by public money. Thank you and your staff for and city employees for being custodians of put beautiful city.
lower taxes.
Make people clean their junk out of their driveways and keep their house in livable condition. i.e.; no tarps after 2 years, no storage bins in front yards for 2 years. The proposed trail that is going in on Riverside Dr. needs more public input. How many trees are being cut down? The presentation by the community relations director was unprofessional. He would not give out his name or where he worked when he gave the presentation. He would not take questions at the end and made everyone come and ask questions one on one. People deserve to know what this trail is going to be with transparency.
More arts programs and a focus on a walkable city center
More city sponsored activities.
More community events.
More consistent quality of the area schools. About half have excellent ratings and the other half have significantly lower ratings.
More cops pulling over speeders, red light runners and people blowing through crosswalks when someone is trying to cross. It took forever for construction to end on Dunlawton Bridge, such a pain for 6 months dealing with one lane. Don't allow crews to work during daylight hours if they are going to block a lane over the bridges.
More cultural events. More off-road cycling mobility
More dog parks
More focus on businesses and recreational activities for adults, not part of the suburban family or senior citizen group.
More parks on Halifax River and Spruce Creek. Virtually no access to Spruce Creek at the present time.
More police during bus pick up and drop offs
More police presence
more public parks
More sit down restaurants and less fast food restaurants.
More space for parent pick-up and drop-off at schools. That way the parents can quit parking in other people's yards blocking the driveways and blocking the road from neighborhood traffic.
More Street lights and lane marking in the middle of the streets especially for night driving
More Street lights in the area I live in. The streets are very dark at night.
More/better restaurants, bars, entertainment.
no 1/2 percent tax raise !!!!!!!!!!!
No more building on Dunlawton and less traffic
Not letting people who continue to break code enforcement rules slide, especially when safety is at risk. A formal complaint was filed re: a cabin sitting on a carrier at 9113 Samms Avenue. If a tornado came through it'd go flying. Just Saturday the resident Sandra Ann Toth said the city had investigated it and said it wasn't a big deal. Please send me the name of the code enforcement employee who looked the other way. Egregious, if true and a liability for the city. deetona@hotmail.com

Not raising taxes for not needed ambulance service
nothing great place to live
Parks / access along the river (like Halifax/Riverside) for all, not just the rich.
please run the street sweeper down nova rd. by the railroad tracks. there are nails, screws, wood, glass, and trash. I have tried to pick up some but with the traffic it is so dangerous. thank you. clean up wood St. and commonwealth. people do not realize their property conditions effect the whole neighborhood. the street at commonwealth to spruce creek needs paved in front of the auto body shop
police officers need to step back, they approach, making preformed judgements, not impartial, 30 plus year law abiding resident accosted by police in own driveway, then issued a \$165 ticket for a license plate holder.
Port Orange is a marvelous place to live. I have been satisfied with port orange for 14 years.
Practice what you preach. Get a better hold on drug trafficking and keep a better eye on sex offenders in the area. There are 15 sex offenders in a one mile radius of my house. One lives behind me and I never once saw a police officer show up there to monitor his actions. If you do your job and make them accountable maybe they would move out of the area. Get a hold of immigration in the area as well...all that creates is an environment for human trafficking! Wake up it is 2019
Proper shading over playgrounds and parks for middle of the day sun exposure. Help reduce Dunlawton traffic, and stop building in the area near the interstate where it is too congested.
Really concerned about people running red lights at Dunlawton and Spruce Creek and Dunlawton and Nova. Also so much traffic on Dunlawton especially at school closing times.
Redevelop old town - US 1 @ Dunlawton. Economic, infrastructure, and aesthetic improvements in the US 1/Dunlawton historic core area -the gateway to and from the beach
Reign in the Blue Privilege...it's runs rampant.
remove the homeless
Rep ave streets in older developments. Where I live (sleepy hollow) we have had numerous issues with streets collapsing and drainage culverts coming apart due to the ground underneath collapsing. We have had multiple barriers and cones setup throughout our neighborhood for well over 6 months with noting being done to fix the issues. Start taking care of established neighborhoods in the city. In My subdivision in sleepy hollow the streets and drainage culverts have been neglected for years. We have multiple cones and other public works barriers that have been in place for well over 6 months. Nothing is being done!
Repair poor street planning, too many u turns, Dunlawton is horrible including being dangerous getting onto Williamson, a lot of adjustments needed!!!!
Repair sidewalks. More bike trails.
Response from emails sent about road conditions on my street orange Ave.
Restriction of small airplanes from north-south travel on the beach, move that air traffic corridor offshore 3 miles
RIVERWALK ALREADY
Road maintenance better
same quality but more affordable water. The deposits are high.
Send a volunteer to the parks and tell people to STOP feeding the ducks on the sidewalks as the ducks leave their droppings behind and I don't even want to take my dog to the park anymore
Sidewalks along South Peninsula in Wilbur By The Sea.

Some of the traffic lights are set to let straight away drivers go before the turning lanes. Doesn't seem to alleviate traffic issues.
Speeding in neighborhoods, such as Charles St. Paving of roads is much needed
stop building!!!! traffic is horrible!!!! not a nice city anymore !!!
Stop building homes, too many people and way too much traffic.
Stop building more homes and strip malls. Stop building new homes. We have enough population. Roads are much too crowded.
Stop building new housing communities. Both neighborhoods and apartment complexes. There are far too many people here as it is. Small town Port Orange is gone. It is now barely a step above Daytona in all aspects. Also, it would not hurt the LEOs to smile back when someone smiles at them in the community. They are very stand-offish. I support them fully but they are just not friendly when they're out and about. They are fine when dealing with them just not in passing on the street.
Stop building new or over developing and renew the old areas that are decreasing
Stop building new stores, restaurants. It's changed so much, it's too busy.
Stop building on Dunlawton and Williamson bc its creating horrible traffic
Stop building so many houses. I cannot even get out of my driveway at different times of the day.
Stop developing our beautiful Tree City USA by mowing down acre after acre. I've been accosted by homeless people and with Daytona crackdown, it will only get worse.
Stop developing west & redevelop the older sections. Enough urban sprawl and congestion. Create reasons for citizens to travel throughout the city, not just stay in their little area.
STOP DEVELOPING! It's now an overgrown, high traffic, over-populated city!
stop gang mentality of police, stop the contempt of cop actions, and realize remind them that they work for the people they are not gods
Stop selling out to developers! Minimize CRAs. Investigate illegal boarding house / renting rooms, even the shed and camper @ 762 Eagle Ct. This situation was brought to the attention of the city manager/councilman. It still exists. 8 people & animals!
STOP THE WORK ON THE BRIDGE ON WEEKENDS IMMEDIATELY! As if the beach traffic isn't bad enough when it takes 30 minutes to cross Dunlawton bridge bumper to bumper just to get home due to the 1 lane fiasco it's totally UNACCEPTABLE!
Stop unencumbered growth taking place.
Street and sidewalk repairs being done in a timely fashion.
synchronize the red lights
Synchronize the traffic lights on Dunlawton from I-95 to the Dunlawton bridge. Length the time for cars to turn left entering Dunlawton.
Synchronized traffic lights on Dunlawton
teach utility clerks customer service
Th
The "garbage pickup" is unacceptable! The collectors rush through the process and as a result, loose papers, plastic bags, and other trash are left behind and it remains for the residents to clean it up!!! I am totally frustrated with having to pick up other people's trash!
the garbage collectors have absolutely no regards to our property and their actions towards our garbage containers thrown in streets and thrown and alloer all down our street. the the mail postal delivery people sometimes dont even come at all and we see them parked in a lot of places just relaxing. mail system is not too good.

The garbage men drive too fast on the side roads, there are children and wild life. But they are courteous and friendly. I don't know enough about other things to answer some of these questions and do not want to just answer to answer.
There are no streetlights at Panera and the corner of target it's very unsafe again unsave. The lighting on Dunlawton at Panera and target does not work and it's a safety concern
To install a water drain under the entrance to Dunlawton Hills subdivision entrance on Dunlawton so the storm water doesn't back up in our common area by Watson Realtors and flood mine and my neighbors back yards and possible our homes next.
Traffic is starting to get very bad on Dunlawton
Traffic on Dunlawton near 95 to be cleared up before it gets extremely out of control.
Treat citizens with respect. Understand that you work for the people of port orange. Stop intimidation, digging into their past and also hold them accountable as equally as they do citizens with fines, jail, and benefit of employment.
try to stop the flooding. Try to help the elderly people. COMMON SENSE
Update the City Codes and loosen restrictions on businesses
Votran litter pick up Good then responsible for the trash left behind by their patrons who are not allowed to bring items in. They should provide trash cans in the bus and at each stop.
We don't need any more new construction of doctor offices, medical offices, strip malls etc. We are knocking down trees and destroying landscape for no reason. I realize Port Orange needs to grow however it is so sad that it doesn't have the quaint look it had to attract my family and me to move here 25 plus years ago from New Jersey.
We need more places for our children to play. Need more parks, and more outdoor events for families. Similar to what New Smyrna does with Flagler Ave & Canal Street events. Also, with more families moving to our community, we're going to need more fields for kids to play sports that are affordable. Maybe make a rec center near Coraci Fields. My husband and I were both born and raised in Port Orange, and now have a family of our own. We love our community, but we need more safe places for our children to play.
Would like to have a more economical movie theater. Cost too much for a couple to go out just to see one movie.
Would like to see less development on Dunlawton, traffic is horrible. Tired of being asked for money at red lights from the "homeless" and whoever designed the area around BJ's and Taylor Road must have never lived here! The whole thing is a cluster!!
You all are working to enhance Port Orange just don't make us grow too fast. Then we would lose the stableness we have.
You need to bring the old Port Orange back, we are loosing all of our history. US-1 is bad, they are letting it go

District 2

Traffic lights that would not create back-ups as happens on Taylor Road, Dunlawton, Clyde Morris
1. Have homeowners clean up their lawns. EX: The home at 37 Woodlake Drive has been empty for almost 20 years. The lawn is overgrown. Weeds cover the sidewalk. No one is taking care of it. 2. Curtail some of the building on Town West Blvd. This used to be a tree city; however, many trees have been destroyed for continued building.

A big dog park in the city center.
A more efficient building department when it comes to issuing and tracking progress of permits and all staff understanding the correct process. Also what a notaries job is.
A more pleasant, helpful staff in public utilities
A racket ball court.
A TRAFFIC LIGHT TURN ARROW ON MADELINE TO NOVA
Adding more bike paths
As an artist, I love that there are opportunities to display work at arts and craft fairs. However, the fees associated with those are a bit excessive. I think that you could build a better relationship with your arts community by lowering fees for these events, offering places to display artwork on a revolving schedule, and offering low cost rental space for artists that wish to host classes. I would generally love to see the artist community grow though continued support. More importantly, I would love to see development slow down. We have so many dining/shopping options, a plethora of housing options and a multitude of recreational options. I'm so proud of our trees and greenery within the city and I'm heartbroken every time I see new building construction. Soon enough, we'll be just like Daytona or worse, Orlando. Part of the reason I love Port Orange is its greenery and it's quickly being destroyed. Without the vegetation, trees, etc. I will not stay here. Luckily, I haven't bought a home, yet. The landscape/infrastructure/development plays a huge roll in deciding on a location to purchase a home.
Be further away from Daytona Beach! Improve the traffic light patterns, which are dismal. Go back to traditional patterns regarding left turn signals AND KEEP THEM UNIFORM!!
Be more business friendly
Better pay for teachers.
Better planning for future transportation i.e. roads
Better police action on holidays when fireworks are started in early evening and continue for hours. Many veterans have severe reactions to this noise, people who are ill cannot sleep, nor can children and pets are upset as well. Many of these are not legal and when I tried to call the non-emergency police number, all you can do is leave a message. Also tried other departments and never was able to speak to an actual person.
Better police service and better trained officers with respect to the people of Port Orange.
Better public transportation
Better response time of police department, more officers needed. Better garbage collection company, they're very rude, and don't do it telling you to go f**k yourself. I love my home and where I live but I am seriously thinking of leaving Port Orange.
Better schools! I am afraid for my children to go to public schools.
Better tasting drinking water
Better traffic enforcement.
better traffic law enforcement
Better traffic management
Better traffic management on Dunlawton Ave.
Better traffic patterns, more turn arrows, especially Madeline crossing Nova.
Better transportation
better water quality

Bus service going west from the NE portion; bus service going to at least one playground. Get rid of the new children's tennis pros. Make Herbert east of Nova safe for students to walk / ride. Have someone investigate how much time police officers spend sitting / talking to crossing guards instead of speed checking on Sugar Mill & Herbert near school start / stop times. Super impressed with community events and activities offered for all ages. Christmas parade and clean-up afterwards is organized.
Car parking in the street through many subdivisions such as Sunrise Oak. Appears like the police doesn't care about cars parking in the streets. This could affect the emergency services such as ambulances, etc.
Change the management at the Rec.
City Council meeting conducted in a manner which makes it possible for the public to understand what is going on. An understanding of what is being voted on.
City employees in permit office can improve by being kind and courteous. It's a nightmare trying to get answers from this office.
City ran fiber internet connection. Can help increase revenue, plus provider better internet, while lowering internet cost to many.
Clean up and better maintain the roads in the way that Dunlawton is maintained. Clyde Morris boulevard always looks so horrible.
Clean up the environut details. Road ruts, litter. I love the police presence. I feel safe.
Cleaner streets
Continue on the path we are on, with a eye on opportunities that would be an advantage to our GREAT SMALL TOWN, IN THE BIG CITY WE LIVE IN, GOD BLESS US ALL!
CONTINUED QUALITY OF INCREASE
Controlled growth as to not outpace services.
Co-sponsor fees with parks & Rec are getting out of control :(Look at other cities.
Cracking down on homes that have been foreclosed that have no water or power and have homeless being allowed to live in and trash neighborhoods with trash and waste and steal power from snow birds (yes police were notified) because they are allowed to be there until sale date get set. Police say it's code enforcement responsibility and code enforce blames them and says it up to city attorney to find a way or loop hole to get them out. The blame game needs to stop and action should be able to be taken for the health and welfare of the citizens around them that are paying their bills. It not only causes issues for residents but for Local businesses that they steal from (specifically Circle K and Cumberland farms) and trash Public restrooms and bother patrons.
Customer service is nonexistent. Parks and rec dept is wonderful. Other departments do not offer good/friendly customer service and believe they can do whatever they want
Deal with Dunlawton heavy traffic situation.
Disclose a list of unlicensed businesses that exist in Port Orange.
Do not bring more fast food restaurant and service stations to the city.
Dogs allowed on the beach during limited hours.
Don't over develop the area with fast food restaurants and apartments
Ease up on the building codes. THE OVERLY STRICT CODES YOU HAVE NOW MAKE IT MORE EXPENSIVE TO HAVE SOMEONE FIX PROPERTY ISSUES.
Easier access to recycling. I live in an apartment that does not support it.
Enhance the look of the city landscaping lights and sidewalks it's old a run down like holly hill looks.

Ensure safety and security of residents of the city. Port Orange must develop better infrastructure to handle the increased population. The city must work hard to prevent urban blight and becoming another Holly Hill or Daytona.
Excellent city, excellent police protection and safety, schools are excellent.
Find a new traffic engineer. The current one is totally incompetent. Traffic Engineer should be replaced. I could do a better job myself.
Fix Dunlawton
Fix the flow of traffic on Dunlawton
Fix the traffic congestion.
FIX TRAFFIC CONGESTION-SYNCRONIZE TRAFFIC LIGHTS
fix/install the side walk along Herbert St. on the North side from just above Silver creek to Nova Rd. deep ditch and hard to walk especially when kids out of school in afternoon
For our children please invest in playgrounds that are covered by trees. Parents have very little options for children playgrounds that are shaded. Why not a large playground Close to the library? under trees.
Get city managers email Public like they are supposed to be more transparency
Get homeless off the streets.
Get off your kick on trashing the EMS. All the years we have lived here, we and no one we know has ever had one poor experience.
Get rid of charging PIF. That fee should be part of sales tax
get rid of panhandlers
Get the drug addict squatters off my street. They are living in a condemned house with no power or water service and NOTHING has been done to remove them in the two years they've been there.
Get the homeless people off the streets!
Give this survey some realistic options. Three choices does not really give the evaluator reasonable choices.
Halt gas station permits. Too many being constructed. Not enough teen facilities/activities
Have lived here for 42 years. Love Port Orange. Only thing I can express is the traffic congestion needs to be worked on
Hostile takeover of Daytona Beach
How about 3 things.....#1 - A more diverse city council reflective of the community (instead of good ole boy network).....#2 - Economic growth that brings higher paying entry & mid-level jobs.....#3 - An athletic department more focused on competition & growth
How about maintaining common area grass and edging other areas other than where the mayor lives
Human and dog water fountains at City Circle. Alleviate traffic congestion (somehow) on Dunlawton Widen Herbert St at Nova Rd
I am very disappointed in the Police Departments Detective Division. Our home was burglarized an we heard from them 1 only after contacting a city commissioner. To this day over a year ago we have yet to hear from anyone.
I feel safe here
I really enjoy what we have in Port Orange the worst thing I can think of, is the traffic is getting more and more. Overall I would rate Port Orange, close to the top of the list.
I see people standing out in the open waiting for buses and it would be nice to have bus shelters with seating as often they are sitting on the ground as they can't stand. Love

I would like better notification of changes in trash pick ups during the holidays. That was not well conveyed. Not a dramatic problem, but just inconvenient.
I'd like to see a small outdoor pull up bars/ dip bars/ workout area around the baseball fields and soccer fields around city center. However, I understand this would be low priority.
If the city council it actually listen to the public
If the PO, PD, would enforce the speed limits.
Improve the roads and parking regulations. With the smaller lots these days, it's unbelievable that people are allowed to park just anywhere. The front of my house looks like a public lot because my neighbors decided to have a virtual car dealership next door. Yet they are allowed to park in front of my house. If PO wants to have homes that small at least let the owners know they own them and not have the city behave like I just bought in a commune of sorts.
Improve traffic flow along Dunlawton.
Improve traffic flow in the 95 Corridor on Dunlawton
Improve traffic flow on Dunlawton
Improve traffic flow on Dunlawton!!
Improve traffic flow, Widen Williamson Blvd
Improve traffic throughway & interchanges on Dunlawton between Yorktown Blvd & Williamson Blvd. To avoid constant bottleneck.
Improved landscaping at intersections of the city roads
Increase safety, decrease crime, improve customer service with management in utilities
Increase the taxes to pay public safety a livable wage. The city is exploding with business yet the city council states there is no money. Most the people who work in the city cannot even afford to live in this city. The fact a starting custodian makes more money than a firefighter or police officer is ridiculous. Also, the fact the city council sits on the dais collecting pensions from the city they worked in; but make excuses to not increase Police and Fire pensions is also sad.
It's too crowded because of poor planning for developing so fast. Traffic is a mess and there are too many children not attending school on a regular basis.
Keep roads maintained and paved. The roads here are very neglected.
Landscaping along roadways could be improved
Landscaping and maintenance (cleanliness) of Clyde Morris Blvd., Taylor Road, and Nova Road.
Less aggressive police officers
Less apartments.
Less building and traffic on Dunlawton Ave
Less chemicals in yard maintenance
Less Development
Less growth
Less homeless and panhandlers at businesses and street corners. More police patrolling side streets and slowing down speeders on our main roads
Less rush hour traffic
Less traffic
less traffic and development; more police routine patrols (I never see them just driving through my neighborhood)
Less traffic congestion

lower property taxes
Lower taxes. Relocate the homeless from our parks. Fix the potholes in the streets
More activities geared towards young adults you have rec for children and for seniors and have absolutely nothing for young adults.
More bike trails. Frisbee golf course. Better appearance around city hall.
More Community Events
More green areas/less new development
More maintenance on the grass mowing coming into our neighborhoods on Clyde Morris by the street it looks very poorly maintained at all times of the year. Between Dunlawton and The city center.
More Parks and Rec staff to continue to expand the programming and events
More parks with benches and trash cans
more police
More police officers
More right hand turn lanes.
More Riverside Parks.
More small businesses and restaurants.
More street lights
More street lights on City Center Dr
N/a
Nothing comes to mind right away.
Nova rd could use another lane
online BTR is NOT an option - - that place is understaffed
Park structure improvements and expansion
Please turn off the annoying music coming from the speakers around the lake at City Center Park. People walk to enjoy the serenity of nature, not listen to some one size fits all music that someone decided we need to hear. I feel like I am in church or at a wedding listening to that music. I no longer walk around the lake because of this.
Port Orange has too many empty office buildings. If we could get them occupied instead of building new ones that would help.
Port orange police are actually over zealous in their efforts to collect revenue via traffic citations
Provide outdoor concerts every other weekend.
Public safety
Quit over building!!
Reduce load on Dunlawton for east and west travel
Reduce traffic congestion on Dunlawton Ave
Regulation of traffic lights more efficiently as to keep flow moving...at times I'm stopping and I'm the only vehicle at the intersection...even at 1am!!
Remove all the politicians who support the half cent sales tax increase.
Revamp the blighted areas. Old locations. Need facelifts. Turn signals at all traffic lights. Also clean up retention pond overgrowth specially next to the groves apts. It's out of control and a fire hazard.
Shorter surveys

Slow development on Dunlawton
SLOW DOWN DEVELOPMENT! Dunlawton Ave. is an absolute mess thanks to mass development of all available parcels on either side of the right-of-way.
Slow down the growth, traffic in this city has worsened over the last couple of year. We are building way too many homes in Port Orange. Dunlawton is a zoo for traffic anymore.
slow down the urban sprawl.
Slowing down growth and building
Somehow cut down on the traffic gridlock on Dunlawton
speed bumps in residential areas
Start treating snow birds as you call them as part of the City of Port Orange - especially when it comes to building permits - I was asked if I was a snow bird or not before applying for a permit - then was told I would be treated differently than a full time resident in a joking manner but he was not joking as it took me forever to get a permit for a simple shed
Stop allowing Dunlawton to become over saturated with shops and fast food places. Keep the area more rural, trees parks maintained in a pristine way. Keep it family oriented. Parks and rec dept does a great job, a little more advertising for senior citizens like crafts exercise etc. keep PO as nice as when we moved here. Don't know what road improvement could be done the east west traffic terrible..
Stop building and keep what's left of nature
Stop building and widen Williamson Blvd
Stop building gas/convenience/dollar stores. Stop clear cutting large tracts of land for more urban sprawl, preserve old growth trees.
Stop clearing land, ruining the environment, building and creating traffic nightmares. Developers are the downfall of Port Orange.
Stop cutting down so many trees, from no wonder there are drainage problems when we have a substantial don't. We enjoyed it so much more when we first moved here, it was quiet, now lots of crime in the area but I guess that is all overcity employees that we have had contact with have been FANTASTIC....especially when we call regarding our utility bill, I.e. Payment, changing address, etc. Codes department could be more aggressive like they used to be.....but they have a large territory with few employees... All In all we are thankful for the security the police and fire departments provide..... The trash collection employees are wonderful; very kind and considerate... Overall, we are thankful for being here.....
Stop imposing the stormwater fee to communities that have their own stormwater systems.
Take a good internal review of your police force, all day I see them cutting people off, not using turn signals, texting while driving, speeding, and lane splitting while also noticeably running the plate of every single car they pull up behind (which is illegal by the way) just hoping to find some reason to pull that person over.
The growth and development must stop. Everywhere I turn trees are being demolished for new buildings (apartments, townhouses, gas stations). Soon Port Orange will have NO trees, NO preserve left. The traffic is getting out of control and by building more dwellings, this problem will only get worse. It is also driving down home values, as supply increases. The current construction seems short sighted and not in the ling-term interest of Port Orange residents.
The one thing I worry about in Port Orange is how quickly new homes and apartments are being built and how our schools are already overcrowded. I know as a city we need growth but I am worried for the school systems in our area.

The only facility that I used and had to stop was the dog park. It is in desperate need of new mulch and maintenance. Especially in the small dog area. It is so dirty! It needs grass, and clean mulch, and less trees!
The police dept needs improvement
The recreation people are a joke. Need police watching more of the neighborhoods and speed limits in autumn trails bc people are driving way too fast.
The traffic on Dunlawton. Left turn lanes are too short, there is plenty of median that can be turned into left turn lane alleviating the long lines at lights. Unsafe slow drivers on Dunlawton. While I understand it is a busy thoroughfare, someone driving 25 mph is just as dangerous as someone driving 75. Allowing parents to line up in Dunlawton at parent pick up, there has to be a better way.
There are too many sidewalks ending abruptly causing dangers when riding bicycles or walking. i.e. Spruce Creek road by the water plant, Hubert St. just past Twin Gates on north side of street. There are many more areas.
There not being a gas station or fast food joint on every corner.
To beautify common areas around streets. Clean up ball fields after weekend games. Re-pave streets. Plant more trees and flowers. Fix the traffic situation at Yorktowne Blvd-this is horrible!!!! Stop building.....Please stop building!
To better service Jackson St between Herbert & Madeline for the continual speeding. I have complained about this on numerous occasions but have not seen any presence in a very long time.
to see our police and city employees obey the traffic laws, and allow people to advertise their garage sale.
Traffic flow and congestion. The survey does not allow one to NA those questions that really do not apply.
Traffic flow desperately needs improvement.
traffic is too heavy, need to have some existing roads expanded
TRAFFIC ISSUES OF WHICH YOU HAVE NO CONTROL. SEEMS TO CONSTANTLY GET WORSE, YET MAYBE IT'S BECAUSE I KEEP GETTING OLDER.
Traffic is getting congested as we grow.
Updating and repairing the entrances walls in the Brandy hills dr. subdivision. The brick entrance wall into my neighborhood is crumbling and in need of repair. It looks horrible. I own a painting business and would gladly donate my time to help in anyway.
water bills for a single family home without irrigation system extremely high.
Water cost is way too high as all consumption is taxed as sewer. Separate irrigation and pool as these are not part of sewer consumption.
water dept is horrible
We need another major thoroughfare east to west, Dunlawton is too crowded, way too much traffic!
we need to get ahead of this homeless situation and people panhandling on every corner. also camping in and around wooded areas all over town. an ordinance better then what Daytona has needs to be done. Also we desperately need night time bus service in port orange as well as the return of bus benches and shelters. the nighttime bus service & return of bus shelters & benches are a quality of life issue in port orange, that requires immediate attention.
Web site is very frustrating. Impossible to find phone numbers and the person for each department. I am still unable to unlock my password to pay my water bill online. It is impossible to maneuver through the site.

well, I have a concern for the port orange area with the animals like ducks, birds, cats etc.... these are Gods creatures. And drivers in the port orange area seem to not have any concern with speeding while in a residential area where there are ducks, births in the road or even other animals like cats. would be nice to see more signs around where animals tend to hang out to make drivers more aware of the animals surroundings. People speed like crazy through those areas like Herbert St., Jackson St., Madeline. Other people may not have this concern but seeing animals in the road dead can be very disheartening. Thanks, dead animals in road lately have been bad....
When we called 911 for my grandma, there were only three people and I thought we were supposed to have 4 on their fire trucks. They were very nice to her though
Widen Dunlawton!
Work for the common good of the majority not for a radical un American ideology!
Working on the homelessness problem, assisting homeless population off the streets
Would like to be able to recycle a greater variety of materials-we are limited as to what we can put out. Traffic flow is also getting problematic.
Your utility staff are arrogant and rude, they treat people with disrespect and think that they're above you! Nothing has changed since you claimed that things have been changed in these offices, still a horrible Ego in all your utility staff!!!

District 3

Is it possible to reduce the speed limit sign 5 or 10 miles below the existing signs on busy street like Dunlawton Ave., Nova Road, Clyde Morris and Williamson Blvd (just for safety of drives and pedestrian also noise reduction)
We need more availability of a City Rec Center for Adult's. (i.e., Basketball, Indoor Sports. Availability is poor.
1, lights set to allow a better flow of traffic during heavy traffic. 2. More police on street duty to stop speeders and red light runners.
2 things: Impose a moratorium on big box/franchise business. Improve traffic flow on Dunlawton during peak traffic times
A downtown area. We don't have a central city location other than City Center, which is a form after the function of those facilities there. But I do appreciate the events in City Center. MORE of those. Bring back the Art Festival!
A higher solve rate of retail theft crimes and more attention given to cleaning the high drug problem we have in Port Orange
A second road is needed for traffic connecting the east side and west side of I-95, between exits 256 and 249.
A Taco Bell in the city.
Active and visible enforcement of traffic laws. More visible enforcement may assist in lowering the incidence of businesses being subject to minor and misdemeanor incidents. Reputation either helps or encourages.
Address traffic issue on Dunlawton and police that road constantly!!
Addressing the growing traffic issues -- certain of our roads are not keeping up with the traffic they have to handle due to perhaps too fast growth and development.
All is good.

Alleviate the (incredibly bad for a small town) traffic situation in the I-95 Dunlawton area. Growth is being allowed to outpace the city's ability to handle it.
Alleviate traffic issues on Dunlawton by reinstating the left turn from Taylor Branch to go west on Dunlawton. Change the timing on the traffic lights to increase traffic flow
Another east/ west road besides Dunlawton
As a senior citizen my husband and I found the move in fees for services to be excessive and without any compensation for keeping our money. We have excellent credit BTW
Better building department
Better city officials who are ACTUALLY made accountable and not get away in the ol boy network. Better city employees that are held accountable instead of mafia like protection
Better control over landlords who own rental property and do not maintain. I feel Blight in this city is city wide. Trailers and junk piled in yards is out of control
Better Dunlawton development
Better lighting at night on major roads and side streets.
Better lighting on city streets around Williamson like Willow Run and Towne West -- it is impossible to see the edge of the lanes at night
Better management of storm water...such as along Yorktown Blvd outside of the Oakbrook subdivision.
Better management of traffic signals. Too many short left turn greens
Better paying jobs
Better planning for development. Traffic issues. DUNLAWTON.
Better planning for streets and businesses. Taylor/Dunlawton is a mess. Also allowing smaller restaurant and less chains.
Better Roads Dunlawton to pavilion all or most u-turns are crazy
Better roads to move traffic better
Better schools
better traffic control
Better traffic control
Better traffic control on Dunlawton
Better traffic control on Dunlawton.
Better traffic control, shorter traffic lights
Better traffic flow on Dunlawton and Nova Rd.
Better traffic infrastructure
Better traffic management
Better traffic movement along major roads.
Better traffic pattern. Better wages, lower taxes. Reasonably priced housing.
Better traffic patterns - the timing of stoplights is terrible and makes for more congestion.
Bike lanes that form a full bike route. It would bring more visitors and increase business for the companies along the route.
Bus trips for seniors
Can't think of a thing - love it here!
Can't think of anything.

Cap on further residential housing and address traffic congestion especially at the Dunlawton/Taylor/95 intersection area
Change in traffic patterns on Williamson & Dunlawton.
City-owned street lights get them working. Report FPL street lights to get them working
Cleaning up unsightly residences in older part of the city
Code enforcement. I have reached out to my councilman and the department about my neighbor w/no response what-so-ever.
Continue and advance the level of service provided by public safety through innovative technology, continuous quality improvement, and employee recognition for outstanding performance.
Continue to develop public projects to make waterways and forests more accessible to the public. Mixed use trails, public canoe/kayak launching points, boardwalks, etc.
Continue to improve 911 system on both police and fire services.
control growth, Increase impact fees on all new construction, better management of traffic.
Controlling traffic roadways better maintained. Parks bathrooms are nasty and not well kept.
Create a city code that requires rental homes to be inspected for safety and exterior maintenance on a pre rental and quarterly basis and charge the homeowner for the inspection cost. This will limit and control the decline of neighborhoods due to lack of home upkeep by landlords.
Creating better east west transportation links as well as better north south transportation links.
Curb development
Dealing with traffic issues. Stop all the new construction if the roads can't handle it!
decreased traffic congestion on Dunlawton
Deep Forest needs more code enforcement, multiple ordinance violations throughout neighborhood, and no enforcement is ever done without having to call the complaint in.
Develop an indoor pool possibly in alliance with the Y. Improve the Y exit where the mailbox hinders view of road. Have someone drive a car not SUV around Port Orange and view the visibility from the driver's perspective over grown up landscaping.
Development is out of control. Council keeps approving development without the corresponding plans in place for infrastructure to support traffic, quality of life for homeowners affected by this growth, and the overall appearance of the community.
Do someShing about the traffic. Stop putting in more businesses, get the roads widen first. Great bike and walking paths for safety
Don't build high density neighborhoods that will substantially increase traffic in already congested areas.
Don't over-develop Port Orange. Let's not become a wasteland of rooftops like so many areas in Florida are becoming.
Dunlawton is overcrowded both with businesses and cars. Too much development along the corridor. I would like to see it cut back.
Easy to get to places because everything I need is close by
Elimination of Airbnb in residential neighborhoods and renting out homes to 3+ different tenants at the same time in one home.
enforce code that minimize the view of stores from the street. They are some with no buffer.
expand the lanes on Williamson Blvd. north of Dunlawton Ave; traffic is too congested during 5pm
Extremely disappointed in the level of growth in this city. The crime is increasing, traffic is HORRIBLE, (took me 27 minutes to go 2 miles several weeks ago), there are tacky cheap cookie-cutter

developments going in everywhere... I am a third generation Floridian. I moved here 13 years ago for the small-town feel, the oak trees, the safe feel and small class sizes that amounted to a good education. There are too many people here and the only choice we have now is to cut down more trees to add infrastructure. It is disgusting. As a result, we are moving and most of our friends who are from here are moving as well, if they haven't already. There are zero standards for the homes that are being built on top of each other here, (cheap, two feet apart on swamp with no yard and one palm tree in the yard). This is not what Florida is. Look at other cities around you saying no to this kind of growth and follow their example!
Facelift & development
Figure out some way to improve traffic on Dunlawton or limit new retail along it.
Finish Riverwalk and upgrade that area.
fire the police chief, weed out the corruption at the top, bring in outside policemen and women with a more diverse background. too many people know the corruption at the police and it starts at the top brass
Fix the commute along Dunlawton Ave. When businesses went in and road changes made, they did a poor job.
fix the congested area at I95 and Williamson. It's a nightmare most of the time, any time of day. It takes me longer to go from there to where the city offices are. People do not obey NO U TURN SIGNS. Especially by Target. That turn off lane your put in for u turns is hardly used. People still make u turns by target. very dangerous and no police are there. Need more police patrolling on Dunlawton. Hardly see them anymore. Also, Yorktowne and Dunlawton by WAWA needs better turn onto Dunlawton signal. alternate all four lights at that intersection so everyone goes at one time and the others wait. It's ridiculous. Too many people moving in and not enough control.
Fix the horrible traffic mess that was created by shutting down the turning from Taylor on to Dunlawton to go to highway
Fix the street lights along the sidewalks along Dunlawton, we walk in the evenings and it's very dark along there
Fix the timing of the Dunlawton lights
Fix the traffic issues on Dunlawton, decrease the development (too many people moving in)
Fix traffic problems on Dunlawton and Madeline/Clyde Morris intersection heading east. Every afternoon there is a string of traffic backed up waiting to turn left or go straight. The left turn lane isn't long enough.
Fixing the intersection at 95 and Dunlawton and trying to get an exit for the people needing to get south on airport rd. If they had an exit on 95 they would not need to get off at the exit on Dunlawton. Thank you all you your hard work
Get pan-handlers off the streets
Get rid of the dirty druggie homeless people
Get rid of the homeless people that are panhandling.
Get the traffic under control on Dunlawton and address the parking infractions on surrounding streets near Spruce Creek High School
Giving some understanding to people who always pay their water bill on time and then have a problem with fraud. No consideration at all concerning late fees. Totally disgusted with the lack of concern.
Greatly improve traffic flow on Dunlawton-especially at Yorktowne intersection. Return Taylor turn to west to 95. Use eminent domain and build road behind 76 gas station. Then use all Taylor lanes for

west turn onto Dunlawton. Right lane 95 only and 2 lanes west. Road behind 76 station will go east on Taylor (no change) and south to restaurants/motels (no change)
Growth is very concerning, and at the pace we are on no signs of a slowdown. The city should buy up properties to assure nothing can be built on for all future. Contractors should pay for better infrastructure before sub divisions are built and commercial property. Example all the subs on airport road were built with a 2-lane road then upgraded to a 4 lane after the fact which cause a lot of problems for citizens of Port Orange in that area. Traffic lights need update and I know you are working on. (City Water- why do you charge if there is zero usage and including sewer) We love Port Orange but the quality of life will continue to deteriorate with the growth that is forecasted for our area. Are we prepared to clear every inch of our woodlands in Port Orange to build something, I believe if we can't manage growth we can't manage. Thanks for listening!
Growth. More entertainment and shopping. Community events on a regular basis. Better trash and yard waste pickup. Better communication to residents when street projects are happening.
Help with the traffic. It's really bad.
I am extremely disappointed in the degree of recycling priorities for the city. The pick-up crew is always kind and courteous, but it's amazing that they won't take flattened boxes, etc., since they won't fit in the deposit slots on their truck. LOVE our trash and compost crew. We could easily reduce twice weekly pick-up if the city would standardize the receptacles and make them bigger and uniform.
I believe persistent law enforcement against speeding and use of cellphones while driving is necessary to ensure the continued safety of our citizens. Overall, I find Port Orange to be an absolutely wonderful community for me and my family to call home - I love it here!
I don't know if I'll have an opportunity to mention a couple things so I'll do it here. If I can only do ONE THING to make PO a better place, I'd say improve Dunlawton. It's literally the worst city street I have ever been a part of. Way to congested and the stop lights are poorly timed. In addition, and I don't know how to fix this, but the bird waste at the City Center is a bit overwhelming at times. It's a beautiful place to visit and walk/run, but a bit gross too. After heavy storms, many side streets flood pretty easily, spots of Clyde Morris, Taylor, and especially Village Trail get very flooded. Anything to help this would be great. Overall, I absolutely love living in Port Orange and happy we settled here in 2014. Just please do something with Dunlawton!!! I don't know the answer, but I'm sure someone has a solution somewhere, maybe. Thank you for all the work you all do to make this city great.
I feel the sign ordinance is outdated. As a realtor trying to conduct business, my personalized open house signs are taken. I pay good money for those signs and put them up and take them down the same day as the open house. Your policy hurts both the seller's and me with trying to get the word out about open house opportunities. Perhaps you can change that buy requiring a permit - and change the policy to say "any overnight open house signs will be removed". It just does not make sense especially when you allow all those political signs to stay up month after month.
I love my new life here in Port Orange. I'm a new-be so I'm still learning about Florida in general. I can't think of a thing at this time that would make any better than it already is.
I think we need to add more beauty to our city more street lights are needed. Dunlawton needs to get the smart traffic lights on it to better control traffic flow. I think it's ridiculous to ask me to pay a half cent sales tax when you haven't raised impact fees and continue to allow builders to add more houses without asking them to pay more. We need more restaurants and businesses in port orange and I think your restrictions such as paint color prevent us from gaining more businesses. Our city sign at the bridge is ugly and not readable unless you are leaving the beach. No fountain anymore and the lights look horrid around the sign. Oh yeah the corner at ridge wood is ugly. We have a little

lighthouse and an ugly sign advertising the river walk sales and rental opportunities. Just plain ugly. And what's going into the empty buildings at city center. That should be a hub of our city. It's a pretty place with a nice park. Why are we not utilizing that area more as well as the river walk. Right now the river walk has no draw. We should have places to eat and artists with little shops there. Make the river walk a place to be and hang out like have places to sit maybe with a glass of wine or beer with some tapas. So underutilized!!! Why should we have to go to Daytona to hear a concert. We could have singers on the river walk. This town has so much potential and I believe city council should work towards getting people outside in our city with places to eat and get entertained instead of having to go to other cities. I would rather spend my money in the town I live. I would love to see more trees and plants along ridge wood and Dunlawton and our sign at the bridge is one sided and ugly more flags down main streets to show a beautiful cohesive city. Maybe flowers or port orange flags from the light poles. A pretty unification of our city
I would like to see a multi-use trail or mountain bike park
I would love to see Port Orange become a Hidden Heroes city that stands with and supports veterans and their caregivers. https://hiddenheroes.org/hidden-heroes-cities/ I am a veteran caregiver. I would love for my city to be a part of this wonderful thing!
I'd like to see a downtown-like area. Similar to NSB, Deland or Winter Park.
If someone would FINALLY fix the drainage issue on Yorktown in front of the retention pond at Oakbrook. It is absolutely ridiculous that this is a well-known problem yet, every single time it rains, the street floods. For such a beautiful city that seems so well-run, it is completely unacceptable for this problem to persist!
Improve the river walk. It's disgraceful. There has been so much time and effort put in and very little to show for it.
improve the traffic conditions
Improve the Traffic with Computer Controlled Traffic Lights. Traffic is terrible. I just moved here from LA and our California traffic was better than Port Orange.
Improve traffic flow
Improve traffic flow, especially on Dunlawton and the timing on the traffic light at Taylor & Summer Trees Rd. should be shorter for ST Rd.
Improved traffic movement and infrastructure complete BEFORE building permitted!
Improving traffic flow on Dunlawton Avenue
In order to improve the safety of our citizens we are in need of having street lights and perhaps some additional stop lights installed on highly traveled roads, i.e. Williamson Blvd. Too many neighborhood exit out onto Williamson and at night it is dangerous and unsafe.
Increase flow of traffic on Dunlawton. Time the lights correctly so we are not stopped at every light on Dunlawton. Allow left turn onto Taylor from the street behind LA Fitness and BJs.
Increase the pay for school teachers, even if it meant a tax increase
Invest more in education. Residents have to donate supplies for classrooms which is embarrassing and outrageous.
It has become too crowded and the traffic, especially along Dunlawton Ave, has become very difficult.
It is taking forever to fix the drainage problem on Yorktowne. I think we are over building houses in the city. The Population is growing too fast. This will cause overcrowding of schools and put a strain on police fire and the water system. WE MUST SLOW THE GROWTH OF THE CITY DOWN!!!

It seems like we are attempting to attract a poorer economic class leading to more crime. As a city we should look to attract higher end businesses to maintain our reputation instead of places like waffle house that bring a lower social class.
It's really annoying that there's a lot of garbage on my street after recycling because they just throw the buns here and there. I've sent the city several pictures.
Keep panhandlers out of intersections and side streets. Don't be a Daytona
Keep the traffic lights coordinated, instead of having to stop before you are able to get to the posted speed limit.
Keep up with Infrastructure and traffic maintenance. Port Orange growing so fast can our City keep up with rate of growth.
keeping development to reasonable levels.
Leave some green space. I'm not a "tree hugger" but we keep building and PO is no longer the sweet, secret beauty of the DB area that it once was. It's out growing its own space and capabilities.
Less apartments being built. It makes our town more transient, which is disappointing.
less building of developments, less traffic and more grocery stores
Less building, better traffic signals control.
Less development. Let's leave some land for nature and parks.
Less development. The City's housing is overwhelming and roads, stores, water capacity, traffic is soon to be overwhelmed with the approximate 8,000-10,000 new home or apartment dwellers The beauty of this City is being destroyed
Less development. The traffic on Dunlawton, Williamson and Taylor roads are unbearable at times. Every square inch of Port Orange is being developed with no more green space.
less development. current infrastructure maxed out.
Less homes and people. Traffic is becoming a real problem.
Less housing development and destruction of the beauty of this beautiful city. Over 6000 or more people will be moving to this beautiful city and its beauty being destroyed Will be overcrowding of stores, restaurants , ROADS , water and electrical and schools Let not greed rule
less multifamily buildings projects, they drain too much resources from the infrastructure
Less new housing. It's over crowded now. Fix up Ridgewood. Fix Taylor Branch Rd
Less new residential construction, which would decrease the number of new residents and traffic on the roads.
Less restrictions requiring permits for home improvements
Less traffic
LESS TRAFFIC
Less traffic
Less traffic and more parks that are within a 5 min walking ratios from all homes. Trail way that goes throughout the city which would make it safer for bikers, runners and walkers to get around.
Less traffic congestion, better red light timing.
Less traffic on Dunlawton
Less traffic on Dunlawton Avenue
Less traffic on Dunlawton. Stop adding businesses to an already overcrowded busy road. If not, we are going to become like ISB.
Less traffic, better response time to online complaints

Less traffic, but that is to be expected. Love it here in Port Orange!!
Less traffic, less people
Less traffic, more parks, no homeless people that seem migrating to PO now, more police on Dunlawton, our exit is very displeasing
Less traffic, or a system to improve traffic flow of surface streets. Better public transportation
Less traffic. You need more than one main road through town. Less traffic & beggars
lower property taxes!!!!!!!!!!!! way too much for what we get
Lower Taxes!
Lower taxes and less crime
Lower utility rates especially water rates.
Maintain landscape along Williams Blvd. Look into widening Williams Blvd. Adjust traffic light timing / patterns throughout City.
Make sure street lights work we have three in our community countryside that don't work
Make the traffic lights more efficient during peak travel time (after school).
Making the utilities website better. Also getting rid of the drug dealer thieves in 822 Chickadee Dr. Do they know someone High up that they are just allowed to break the law constantly? Drive by and just look at their home. Graffiti and vulgar language painted on the outside of the house, and broken windows in the front. Shameful.
More adult rec leagues for sports
more aggressive code enforcement.
More code enforcement focusing on how people maintain their properties with regards to what items and where they keep them in their yards along with persons living or allowing others to live in RV's in yards
More cultural activities and improved roads. Increase road infrastructure. Many if not most of the major roads in town, such as Williamson, Madeline, Herbert, are one lane in each direction. They need to be at least 2 if they are to handle the amount of traffic which will result from the additional housing currently being built
More entertainment! There's no bowling ♂ŽŽ³ lanes, skating rink or ice rink, no indoor trampoline park, or water park. This is a family-oriented city, but not a lot of fun places for families to have fun and enjoy themselves in our city! We have to go outside our city to have family fun.
MORE Ethnic diversity... More events focusing on various ethnicities... more city employees who are people of color
more family things so u don't have to travel to Daytona
More festivals, music, art, food. Interesting ones other than family days.
More industry and higher wages
More job opportunities
More Manufacturing to offset taxes
More nature walks, more trees, less construction, solar farm.
More of those small STOP signs at the corners of bike paths in Countryside.
More outside activities for children outside
More pet friendly parks
More Police patrolling our neighborhood.

more police stops for drivers that do not obey the laws.
More public access to the waterways.
more roads. less traffic build up
More street lights
More things to do for the over 50 crowd
MOVE TRAFFIC
My biggest issue is that Parks & Recs be able to drive to the Middle School and pick kids up for after school. Having middle kids out and roaming about until their parents are off from work presents problems and safety issues. There needs to be more programs for pre-teen and teenage kids to keep them safe and out of trouble.
N/A
Need a community Center, more trails and parks.
Need more police presence in developments, so many speeders in our development, Willow Run! Tracy Drive South, thank you!
Need to address traffic issues in particular Dunlawton Ave which is the main way to get to houses past 195. Also the area where the Target is. The turn in by chick fil a and then the u turn area right past it makes no sense.... stupid and dangerous. The whole thing needs to be a long turn lane at the light by Lowe's. The other two turn areas should be eliminated.
Need to do a better job with traffic flow and backups. (It is getting worse and worse.) control of lights. Water bill including sewer is very high.
News reporting - car theft and other criminal activity seems to withhold from the public. It should be shared, not to scare the public, but to inform.
No more building permits. No more developing It's ruining our city.....STOP TOO MANY PEOPLE
not a new complaint: lessening the traffic congestion on Dunlawton, stop allowing any more apartment complexes to be built here.
Not sure. I feel is has a great mix of all things needed
nothing this a wonderful place to raise a family
offer more outside activities and dining which allow dogs
Ordinance allowing Open House signs. PO citizens trying to sell their homes would be grateful and so would their Realtors
Our police should realize that the residents are not the enemy.
Overall appearance, safety, low crime, good schools
Overall, I am not unhappy. City employees: the level and courtesy of some are far below others. Please hire happy, respectful, and capable people. Development: Port Orange is becoming overdeveloped and is taking away calm and relaxing gem of a city it once was. The roads are incredibly more congested. Apartments: rental prices are outrageous; where is the oversight for rentals? Every year the prices rise and are negatively impacting Port Orange. Recycling: can be improved tremendously. Thank you
People using turn signals!
Pick up garbage along roads. I have also noticed that housing starts are still growing but my property taxes are not going down. Nor are my taxes comparable to some of my neighbors whose homes are bigger. I have also noticed that my water doesn't seem to be very soft. Last year it seemed better but now it is hard again. I am only here for 5 months. I have also noticed some deliberate speed traps in

supposed close proximity to a school but the school is still .4 of a mile away through a subdivision? Yes, I have a ticket.
Port Orange should strive to regain its focus on green initiatives and continue to keep a family minded community spirit.
Provide for better east/west traffic flow before adding any more development west of I-95
put the lights back up all around the city center park
Quit building apartment buildings and more homes. Roads get to busy, more traffic.
Quit building homes and inviting hundreds of more people here to drive on already congested roads!
QUIT EXPANDING. The thing that everyone likes about port orange you are killing. Have you driven the roads? Have you driven Dunlawton? What are you thinking? This isn't progress. More isn't better. Clear cutting all the trees and slapping up strip malls/developments degrades what's left of this town. Traffic is horrible, it too crowded now and the roads can't handle it but keep cutting down more trees and expanding more. What will you do when all the land is developed? Then what? Your vision really sucks.
recycled water for all homes
Reduce the fee for a business license for Veterans. The county does not charge for veterans but the city does.
reduce traffic on Dunlawton.
Refreshing/improving commercial and residential development of the Riverpark/Dunlawton bridge area.
Removing existing overhead wiring, more underground wiring
repaint roadways (restripe) police traffic. (out of control)
Repair the traffic problems. fix the traffic problems
Restore the left turn from Taylor Branch (adjacent to Golden Corral) onto Dunlawton Avenue/ Taylor Road towards I-95. The Yorktown Road and Dunlawton left turn towards I-95 is clogged with too much traffic. Alternatively the straight Lane at Yorktown and Dunlawton by Wawa could be changed into a third combined turn/straight Lane. The light would have to be changed to one direction at a time.
Resurface Nova Rd from Dunlawton to US 1
Retain more green areas, in new housing developments ensure green areas are included. Traffic management, i.e. Town West with all the new properties and NO road improvement prior to development...
Roads, no turn-about, and ridiculous rules on tree replacement (small lots with poor choices of invasive and \$\$\$& trees\$.
Safe bike trails
Safer road ways.
SEND US FOODS AND THEIR 1000'S OF TRUCKS BACK TO ORMOND BEACH. THEY BLOCK THE ROADS AND VIOLATE THE TRAFFIC LAWS!!!
Sidewalks everywhere. i.e., on Willow Run from Chardonnay to Williamson. And then all the way down Williamson on both sides of the road to Taylor.
Slow down on building more homes and businesses. It is getting so that the traffic is horrific most of the day! Driving has become a nightmare and is getting worse each year! Because there is no efficient planning, it will be impossible to get out of our subdivision in another few years! Also,

because of overbuilding, our once quiet neighborhood is noisy and feels like the Interstate is in our back yard when it is almost 2 miles away!
SLOW DOWN ON DEVELOPMENT!!!!!! TOO MANY HOUSING DEVELOPMENTS PROPOSED AND ONGOING! slow down on building; traffic is very quickly overwhelming existing infrastructure.
Slow growth until proper infrastructure has been put into place. This is one thing I was always proud of Port Orange for doing, smart growth. Lately I'm so disappointed in current leadership with poor decisions. Expanding Yorktown to dump people onto an overcrowded Williamson is idiotic. Need a light or crossing signals at willow run and hidden lake, insane to cross to enjoy the walking path. Traffic is heavy due to other neighborhoods cutting through.
slow the growth
Slow the growth on Dunlawton Ave, traffic is crazy
Slow up the commercial development
Solve the traffic issues/lower taxes. The traffic is ridiculous. Any improvements that have been made have made it worse, especially the rerouting of Taylor.
Some kind of enclosed recycle toter to reduce trash blowing around the streets!
Speed up the time it takes to get a residential building permit. Most cities take no more than two weeks. PO can take up to four weeks for a simple additions permit.
Spend more on the City Golf Course.
Stability of city personnel employment
Still.....the horrendous traffic on Dunlawton. Do Police officers sitting on corners during school start and stop times actually do anything for the city or for traffic?
Stop adding all these apartment complexes. Traffic is now horrendous and soon to get much much worse. Also, I called water dept to get my deposit back and they said no because I live in Crane Lakes, manufactured homes. I have a credit rating over 800. I have the bill on auto pay. My monthly expenses are just as high as most land owners in Port Orange, I think this is an outrage!
Stop adding businesses to Dunlawton Avenue, traffic on that road is the worst part of living in Port Orange.
Stop all the commercial growth. Our infrastructure just cannot handle it
Stop all the destruction to build more homes etc... traffic is a nightmare, crime rates are going up. Tired of seeing panhandlers in parking lots.
Stop all the development. Our roads and schools can't handle what is already here. Have lived here since 1991 when Walmart was on Nova, there was no Target and nothing beyond Clyde Morris. While we welcomed much of what has come, we are now saturated and Dunlawton is as bad or worse than Granada in Ormond. Never thought that would happen here.
Stop all the growth and building
Stop all the growth and fix the roads. The traffic is absolutely awful. Lived here almost 30 years and cannot believe the traffic and how bad it has gotten. It's very sad.
stop allowing developers to cut down all the trees when you approve a permit
Stop building
STOP BUILDING the Pavilion can't keep tenants and you allow another strip mall to be built across the street. No more neighborhoods. The schools and roads are overcrowded. This isn't rocket sciences guys...get it together
Stop building already! Used to be a nice place. Way too many people here now - roads are a traffic jam all them time, education has gone downhill and we have more medical but average service.

Lived her since 1990 when I was 15. Now I have my own child and I can see the writing on the wall so we are looking to move out of the area.
stop building homes
Stop building homes on the west side of Port Orange. The main reason we chose to buy here was because there was some undeveloped areas with wildlife.
Stop building new homes/apartments and adding to the traffic on major roads (Williamson and Dunlawton).
Stop building so much and get personnel to be friendlier
STOP building, be fiscal and responsible, your giving everything to builders and getting nothing in return but traffic and headaches
Stop developing! It's getting to be ridiculous. If you want Disney, go to Orlando. We've got animals completely displaced all over the city and the traffic has become unacceptable. The City of Port Orange used to be very particular with growth. Now all that is thought about is more money by letting anyone build whatever they want. It's a true shame and thoughtless to us that thrived on our small town atmosphere.
Stop over building city is impossible to drive through. Put the traffic lights in sewuin
Stop pandering to special interests and listen to tax payers who did not want a storage facility on S Williamson. Just like you promised we would be able to make a left turn out of the Sanctuary and that didn't happen. Now more traffic will contest that area and drive down house values.
Stop paving over paradise, plain and simple. Please no more retail stores or restaurants. We have out grown our schools and roads!
Stop squeezing in apartments and townhomes. Please preserve some lands. Need another Publix. Not more residents.
Stopping the uncontrolled growth
Street Lights on Dunlawton
Structures at the parks that provide shade for children, we live in Florida, it's very hot! A splash pad for children, the one at the all children's park is a joke.
Synchronize the lights on Dunlawton for better traffic movement.
Synchronize the traffic lights on the streets in the city. A few streets need patches
The city has become too congested. Whole growth is to be expected, Dunlawton has become impossible to traverse at any time of the day. Overgrowth is the one reason I consider moving.
The continued development of Riverwalk Park and that general area.
The current expansion of apartments and residential communities seems overly aggressive. New development is rapidly overwhelming existing infrastructure, roads and schools. A greater focus on preserving existing quality of life and less aggressive approach to new development would make our city an even better place to live and work.
The home feeling of a small town. Need to keep it that way!
The main arterial roads serving Port Orange (Dunlawton Avenue and N. Williamson Boulevard) are over-congested and I've noticed that the situation is getting progressively worse. Furthermore, I also notice that land has been cleared on Williamson Boulevard (amongst other places) for development opposite the mall, and once developed this will only further contribute to traffic congestion. To me it seems reckless to keep developing land like this without improving roads and increasing traffic flow. If things continue like this at some point living in Port Orange won't be the best option for me.

The rec department working to help more travel sports. This is an important part of growing our youth into being a successful part of a community.
the traffic has become unbearable
The traffic is the absolute worst. I am planning on moving because of this problem. Port Orange continues to build houses but doesn't take care of current citizens. The police have zero concept of how to assist with traffic. The police in this town sit at corners but never get off their butts and help.
The traffic on Dunlawton is horrific. Some traffic lights are too quick, others are too long. POPD needs to get better at making sure the homeless aren't out begging on street corners.
The traffic on Dunlawton/Taylor Rd is horrible and is the only practical way for me to get to the east of 95. It makes me to mad every time I have to use it which is often.
Time the traffic lights throughout the city, Dunlawton is gridlock. License tag readers for police - PLEASE!
To clean up the Garbage Collection Department. They empty the cans and leave trash all over the street. They also throw your cans and recycle bins and break them instead of sitting them down. They also asked me to separate paper, plastic, etc. into different bins then I watched them throw it all in the same section. Makes no sense. They trash our city.
To much growth. Allowing Airport road to build up with thousands of new homes will make Dunlawton even more of a nightmare. Please limit growth!!
Trader Joe's or Whole Foods
Trader Joe's, upscale shopping
traffic along Dunlawton and soon Yorktowne with Nursing home being built are making area too busy
Traffic control
Traffic control - Dunlawton Ave is a disaster.
Traffic engineering needs to fix the lights on Dunlawton Avenue. Traffic is not running smoothly! I now have to take side streets to avoid Dunlawton. It's so frustrating.
Traffic improvements that allow one to travel more easily.
traffic is awful. With all proposed building of housing going on, I don't see any road additions, only talk. When the city planners can't figure a way to go west from the BJs shopping center or from street , I don't have any hope you will ever solve any other road conditions.
Traffic is becoming a huge problem. We need to prioritize the modernization of infrastructure over continued over development.
Traffic lights on major roads that are sensitive to traffic and not just on a fixed timer.
Traffic lights timing and panhandlers
Traffic on Dunlawton is horrendous And it's more than one, but: -cops don't seem to know that sidewalks shouldn't be blocked -no parks near Forest Lakes Preserve, and no sidewalks to connect neighborhood to anywhere else -sides of Clyde Morris between Home Depot and Herbert are horribly maintained (dilapidated fences, overgrown weeds) -Islands on Town West, especially closest to Williamson and 415 are full of weeds. Not maintained nearly as well as islands along Dunlawton - POG is only available on Brighthouse /Spectrum
Traffic on Dunlawton needs help. Also an improved inspection process.
Traffic on Dunlawton.
We have to stop the housing growth. The roads can't handle it. Dunlawton will look like Orange Blossom Trail or Colonial if this keeps up.
When I moved here it was not a flood zone now it is

Why should I bother telling you? You've just ignored all my previous survey comments about over-developing. Do you really have to develop every square inch of land?
Widen Dunlawton, traffic is atrocious, stop the cheap quality developments being built, too many people and schools too crowded. Spruce Creek H.S is dangerously overcrowded, kids eat on the floor in the hallways, it's disgraceful.
Widen the portion of South Williamson between Town West Blvd. and Beville to provide for a better commute.
Widening Dunlawton or better traffic lights. Traffic is awful
Williamson needs to be widened past town west
Youth Lacrosse
Zoning and development laws are too strict to the point of driving business out of the city that would have helped the community economically. Small business is the bedrock of a community and it's being stifled by laws and ordinances. Community development employees seem all too happy to inform you that an area is not zoned properly for your proposed business even after you have documented proof that the very same business is already operating in multiple locations within the same zoning district.

District 4

Continue recreational development along the Halifax River
Enforce all codes equally!
Less traffic
421 traffic
A downtown or town square area. Less corporate business and focus more on local independent business. Pride itself on its deep history. Need to be more like Ormond and new Smyrna.
A police department that actually does something when there needed rather than sit in there ass especially when u go to the police station and the officer says I'll be right with you gets his lunch box and leaves
A wall on I95 to quiet the noise. A senior center with lunches etc.
add some cut thru roads to alleviate the Dunlawton problem
after living in PO since 2003, I am leaving this year. The planning committee for PO, in my estimation, has ruined this city. Dunlawton is a mess now. who thought of the u turn in front of Lowes/target? Horrible idea in reality. if I thought the city could be improved, I would stay. I think the way it's being developed, there is no improving it. my house is going on the market soon!
Alleviate traffic congestion on Dunlawton. Develop alternative routes to west if I-95. Too much development in that area without adequate roads.
Annual music festival, city sponsored chili cook off or some other event with quality entertainment, etc...
Another bigger dog park and another kids park like the All Children's Pk, or a playground like Rainbow Pk in OB. (Not that I would like to live up there).
Assistance with cars parked in the street and across driveways impact the school bus and waste trucks in our area. It is difficult to walk the sidewalks when the cars are not parked in the driveway or garage. In addition they park around a curve or directly across from one another or on the grassy

parkway. This is particularly true in the Waters Edge development. The streets are not wide enough and make it so that we have to drive around and stop every 1/2 block or so.
Be more business friendly to attract new industry to the area.
Become progressive, forward thinking. Raise taxes.
Better ambulance service
Better handling of massive increase in population and motor vehicles
better maintaining of roads and traffic devices.
Better parks and recreation/more fields to play soccer; lacrosse team;
Better parks with more shade
Better policing and parking enforcement of Waters Edge. Hardly ever see a police car in the area.
better public transport
Better roads
Better roadways to manage influx of new homes and businesses. More community events.
Better street lighting and the reduction of noise pollution
Better timing of traffic lights on Dunlawton Ave.
Better traffic control
Better traffic control
Better traffic control along Dunlawton especially between Williamson and Clyde Morris.
Better Traffic flow
Better traffic flow along Dunlawton Ave
Better Traffic flow near I-95
Better traffic patterns
Better traffic management.
BETTER TRANSPORTATION
Better transportation opportunities. Poor biking choices, poor quality bus stops, heavy traffic, and lack of enforcement for speeding.
Better vehicular traffic flow.
Bicycling as a mode of transportation is life-threatening in Port Orange, especially near I-95 on Dunlawton & Taylor Road. Cyclists need to be able to cycle safely from the east side of I-95 to the west side. It is extremely dangerous for pedestrians and cyclists.
Cease further development until traffic is restored to a reasonable state. TRAFFIC! TRAFFIC! TRAFFIC!
Change in city manager as I don't believe he is competent to handle tasks that are needed. No experience in disaster mgm.t, preparedness, crime is up, moral is down.
City is growing to way beyond the infrastructure. all the new housing and business is making getting around Port Orange terrible. We need to slow down growth.
community gardens throughout each district
community swimming pool for all residents to share.
Connect the bike trail in Osteen or Edgewater to Port Orange so we can exercise safely. Traffic is a problem in all areas and it isn't safe to ride a bike on roads. We have way too many fast food restaurants.
CONTINUE TO KEEP OUR STREETS AND HIGHWAYS PRISTINE. KEEP ROAD LITTER AT A LOW. ARREST THOSE THAT DAMAGE THE GRASS AREAS ALONG THE CURBS.

Continue to manage growing traffic issues and ensure new developments are funded with infrastructure improvements
Control the expansion rate - too many homes, apartments & townhouses all being developed at the same time. Traffic is already becoming bad at rush hour times. That & take control of the baseball program. Due to recent changes you will see the better players pull out of the system at much younger ages due to the LACK of competition. Not everyone deserves a trophy. It is time to teach our kids this simple philosophy that they MUST work for it!!!
Correct the traffic patterns on Dunlawton and Taylor. It's very congested and oh so frustrating, especially on the weekends.
Cut down on growth and the increased traffic.
Deal with the horrendous traffic on Dunlawton
Decrease bottleneck on Dunlawton (heading West between Clyde Morris and Interstate) during rush hour.
Developers should pay impact fees. The homes burden our infrastructure.
Do something about the traffic on Dunlawton near I95!!!!!!
Do something about the traffic on Dunlawton. I avoid this road as much as possible. Too much building without planning for traffic. The area from Nova Rd to Williamson is totally out of control
Do something with the traffic.
Do something with traffic on main streets
Drinking water that isn't yellow, and better traffic management on Dunlawton.
Dunlawton traffic and adding the left turn back on to 95 north.
Elected officials that actually listened to their constituents.
eliminate strain on Dunlawton Ave
Enforcement of traffic on Dunlawton. Especially the illegal U-turns in front of target. and red light running all over the city.
events in PO and surrounding communities so we can plug in living here, no fee for garage sales, better communication from city, better website, more user-friendly website with events and what is going on in the community center and library--one stop shop
FIRE HALF OF PERMIT DEPT
Fix Dunlawton Ave from traffic jams!!!
Fix Dunlawton traffic. Some beautification needs to happen.
Fix horrific traffic flow/jams and better police patrols for homeless/panhandlers.
Fix the Gridlock of Traffic on Dunlawton Ave before it over Whelms the City in the near Future. The County should be working with you on this also!!
Fix the traffic issues on Dunlawton glide to the interstate!
fix the traffic mess at Lowes thru 95 area. It's ridiculous! engineers that designed the area traffic pattern should be fired!!!
fix the traffic mess on Dunlawton
Fix the traffic mess on West Dunlawton!
Fix the traffic patterns around Taylor Branch Road so you can get onto the Interstate like before!
Fix the traffic problems and STOP the housing developments. Where is the water going to come from? Bring in manufacturing jobs not building jobs.

Fix the Yorktown / Taylor Road connection to Dunlawton. Allow a left turn at Taylor Road and Dunn Lawton to reach the highway
Fix traffic issues on Dunlawton Ave, once Taylor Rd closed to get to 95 it caused so many problems and do not see where it improved school traffic or anything for that matter. I also think they should have more things to do around town and have more street events like NSB.
Focus on the study and optimization of Dunlawton traffic patterns.
For me, a dog park like Barkley Square Dog Park in DeLand. 43 acres... Just beautiful with plenty of room for the animals rather than the cramped park at Spruce Creek....although that is certainly better than nothing.
Frisbee Golf Course Buschman Park
Get another east/west route other than Dunlawton -- the traffic is out of control most days
Get development under control- Currently approving developments that we do not have the infrastructure to handle. Traffic is out of control, New developments have inadequate parking, roads to narrow hindering public safety as emergency vehicles are unable to maneuver around parked cars, new roads serving new developments are already crumbling.
Get the traffic under control. Too much building of homes and large apartment complexes and making no improvements or widening of the current roads. This is turning into a nightmare and will only get worse.
Getting permits is too hard. Getting water turned on and off Way to hard-take a lesson from FPL
Greatly curtail housing and commercial development!!! All this building is displacing animals from their habitats. People have cayotes in their yards. When will the bears arrive? Traffic has gotten so congested, especially around Dunlawton. Terrible. I'd like to move, but where do I go??? I am saddened that due to development in the Rolling Hills area due to development, I no longer hear the owls hooting or cows mooing. Don't like how this once less developed area is growing. We really need to stop this building. Port Orange is already too big.
Hard to change over development by main road Dunlawton Ave. Traffic is awful.
Have better ways to go west/east other than Dunlawton! Traffic is horrible and I'm seriously considering moving because of the stupidity of PO council members. Widen Willow Tree and Madeline to 4 lanes!!!!
Have the police spend more time Preventing and solving crime and less time harassing affluent areas to generate revenue. It is out of control!
Having water parks
Higher police presence patrolling in neighborhoods, especially at night and patrolling Dunlawton. Placing dummy patrol cars would help in certain areas, like the City used to do. Way too many wrecks with people doing unlawful U-turns and road rage on Dunlawton, I see it happening each week. Increase in homeless starting to emerge so that is a first impression getting of the i-95 exit to port Orange. Remodel the exit ramps from i-95 to make a great first impression of Port Orange, it has looked the same for over 20 years when Dunlawton was a 2-lane road.
Hire traffic engineers that have common sense! When Publix opens in New Smyrna, we'll have no reason to travel Taylor or Dunlawton. FIX THE DUNLAWTON- TAYLOR TRAFFIC MESS!! Take a lesson from ISP. Here is an interesting fact. We have been averaging 17-19 MPG doing all our shopping in Port Orange. Just before Christmas we switched most of our shopping to New Smyrna and our avg MPG is now 22-23. Ex: Home Depot Port Orange from Cypress Head 7 traffic lights! To Home Depot NSB one 4 way stop. Post office NSB 2 lights Port Orange 11 lights!

I live on Arash Circle. People park multiple cars and trucks on the road making it often very difficult to get through. It is a real problem. Further, the road on Arash is in really bad shape and needs to be repaved.
I see a lot of litter on the roadsides.
I think if Port Orange took the time to put sunshades over their many parks (specifically all children's park and the new Riverwalk park) we would be the envy of Volusia county. Our parks are amazing and deserve to be used to the fullest extent. Unfortunately, most of the year the equipment is too hot to play on.
I think overall, Port Orange is a fantastic place to live but, with the recent activities in our area, I think we need to hold businesses accountable in having security in place to insure our safety while using their establishments. Our police force can only do so much, and they do a lot to insure our safety.
I understand that greed is going to overcome this suggestion but limiting development would be nice.
If we could stop adding apartments and Restaurants near or on Dunlawton.
Improve roadway infrastructure in advance of increased residential and commercial development i.e. Taylor/Dunlawton/Williamson/95 area
Improve traffic
Improve traffic on Dunlawton especially around Yorktown.
Improve traffic patterns on Dunlawton!
Improve traffic problems. Lights not sync'd. Landscaping really took a downturn this year. Tall grass for weeks on end (side of roads on Spruce Creek Rd) and trimming of trees poor. Port Orange used to be so pretty. Notification system is haphazard. Water pipes break and nobody knows about it except by word of mouth; even those who were signed up for notifications
Improve traffic situation on Dunlawton and access to I-95. Traffic at Yorktown/Dunlawton intersection is horrible. Negatively impacts my morning commute. Really frustrating and disheartening.
Improve water quality. Find something else for the motor officers to do than to harass parents at schools.
Improved traffic control
Improving driving conditions on Dunlawton Ave, Taylor Road and all intersection by traffic light adjustment.
increased public transport
Increased traffic laws enforcement. Speeding and aggressive driving is out of control.
It seems that the city is always understaffed and it takes very long for things to get fixed. Taylor road was to be done in 2 weeks, took 2 months. city was very slow to respond and over the Christmas holiday traffic was out of control.
keep the sidewalks edged and weeds removed from the asphalt and concrete areas
Keeping a handle on erratic drivers. Poor decisions when people are behind the wheel.
keeping taxes stable
keeping the golf course
Less building and more work on storm water drainage. The city should buy a few pieces of land and turn them into nice retention ponds to help all the homes that flood in port orange. It's unfair to citizens to have them pay for stormwater taxes and then their house still floods.
Less building and traffic.
Less building so fast. It makes traffic a NIGHTMARE.

less congestion on Dunlawton. better flow of traffic on Dunlawton Ave.
Less congestion on the roads
Less congestion on the roadways
less crime
Less development
Less development and more retention of natural habitat.
Less development!!! Stop approving every developer's request. There would not be a need for the half-cent sales tax that is coming up for vote if you and other cities would say no to developers.
Less development, better traffic organization
Less new construction
LESS PEOPLE. we're becoming OBT (Orange Blossom Trail). - we're considering moving. it has become a full city with all its problem (homeless, prostitutes, thefts, racism, traffic). The reason people moved here was a good house on a lot with room (vs. big houses on a lot where you can see your neighbors from your kitchen - which you're allowing to build more and more like cookies)... we have way too many service shops (restaurants and mattress and gas stations) but no companies with jobs that require a brain. how is this sustainable!!! I was a nice 10years, time to go!
Less Section 8 housing; we have enough now. Stop making weird zoning decisions such as the new storage facility going in next to Sanctuary subdivision and Sabal Creek subdivision!!!
Less theft or break-ins. Only being allowed to park on one side of the street in neighborhoods.
Less Traffic
less traffic
Less traffic
Less traffic and better light sequences
Less traffic and strip malls
Less traffic congestion on Dunlawton
Less traffic congestion on Dunlawton Ave
Less traffic congestion. Improved traffic at Dunlawton/Taylor Road and I-95 area.
Less traffic on Dunlawton
Less Traffic on Dunlawton.
LESS TRAFFIC ON DUNLAWTON. MAYBE TIME THE LIGHTS BETTER. AND SHORTEN THE SURVEY. IT WAS TOO LONG. THANKS.
Less traffic, better managed traffic.
Less worry about traffic tickets (ex: being in a white line when you stop at a stop sign) and more on safety.
Limit population density.
Lower property taxes pro-rated by income. Not a drop off amount where if you make one dollar more you are not allowed to take the low-income deduction. Tier the deductions for lower income singles or families.
lower property taxes. check the explosive growth. The infrastructure cannot support.
lower taxes
Lower taxes
Lower taxes

Lower taxes
maintenance of ROW and sidewalks
More access to spruce creek for fishing. Police are relentless 1-3mph over speed limit. Timing of traffic lights Dunlawton and other corridors have become riddled with traffic.
More accurate crime reporting, I know of crimes that were reported yet not documented accurately. Traffic at Dunlawton and Taylor is ridiculous, an idiot must have designed the changes several years ago. Aggressive code enforcement of real estate open house signs when agents own the signs and remove them after events, unlike political or garage sale signs. Create a license or ordinance to permit it within parameters legislated by the city.
More affordable housing, more jobs, more locally owned businesses
More affordable independent housing options for 55 and over residents. I'm 58 and getting close to retirement, and looking to downsize and look for more affordable housing options to fit a limited budget. As I look for options, I find myself looking in other cities throughout Florida and my preference is to stay in Port Orange.
More and better family doctors that are taking new patients! Faster turnaround on permits
More and bigger splash parks. More toddler friendly park equipment. Quicker repairs on major pot holes and street lighting.
more building restrictions
More commercial development (shops & restaurants) at or around the Pavilion and along the Halifax. It would be nice to know what new businesses are coming to the city as well.
More community events, such as food festivals, cultural events; and alleviate some traffic on Dunlawton
More competitive pay for city employees to entice the best to work here
More connectivity with trails.
more distributed shopping/family areas, not just Pavilion...
More emphasis on Senior Citizens in regards to Senior activities, (luncheons, bus tours, mystery trips, yard sales, etc. My sister lives in Woodhaven, Mi and they have a fantastic Senior citizens program there. They are always busy doing something.
More family friendly events. More efforts to be a GREEN community.
More family themed outings at the city center/ however need to fix overflow of traffic
More insect and mosquito control at the ball parks. It was AWFUL last year. I love Port Orange but the traffic on Dunlawton does not flow smoothly as it should. Synchronize the traffic lights. That would help a lot.
More live music concerts in City Park
More locally owned businesses.
More parks interconnected with trails to provide safer short trips and outdoor activities throughout the city.
More parks, better parks. I am really disappointed with the little that are in the area esp for a city that has so many families
More patrol officers on streets and in neighborhoods. A little more attention given to appearance of roadway areas (permanent message sign near Walmart instead of construction orange sign, flowers on side of roads etc.). Better storm prep (quickly remove storm vegetation/debris, better storm water management).
More police. Too many break ins and guns stolen. Someone is going to get hurt

more recreational outlets.
More sensible traffic patterns and remove huge medians that prevent more cars from entering turn lanes and backing up through traffic. Additionally PROFESSIONAL and licensed realtors should be allowed to use directional Open House signs using standards to keep Port Orange beautiful.
My wife and I (and I have recently moved my aging father here) moved out of Daytona to P.O. because of more family friendly living and better Police. We need help on Spruce Creek Rd @ Abby we speeders, noise, etc. (maybe a permanent radar like in front of S.C.H.S.? Also I hope P.O. adopts the same strict pan handling laws like Daytona, they are now in our city.
N/A
need more access to boat ramps and parking of trailers
Need more traffic lanes on Dunlawton at I-95
New development next to I95 needs a lot more sound barrier, wall, trees
Night life. We have to go to NSB or Daytona to find live music or dancing venues. Wish we had better night life here!
No more fast food establishments. Too much growth in one area (along Dunlawton)
NO MORE housing developments in District 4, no more Wawa's or other gas stations, no more fast food restaurants.
No more parking on the streets in Water's Edge when the driveway is empty! Terrible for the school buses to get through. A problem EVERYDAY!
Not imposing a 1/2 cent sales tax
Nothing, nice the way it is
Now that the city of Daytona Beach has passed a panhandling ordinance my concern is they will begin to over flow into Port Orange. That is one reason I do not shop in Daytona beach. I was actually approached at Publix on nova for the first time ever this week and am concerned it will become an ongoing problem. Hopefully we can consider something similar in port orange before it becomes an issue here.
On/off ramp at pioneer, more thru streets through town. Takes too long to get around.
One of the reasons that we moved here is for all the nature and the trees. The new storage development out off of Williamson was a horrible idea. That area is residential and should have remained that way. The storage unit could have gone near the Pavilion and kept business areas near business areas and preserve the residential, lovely part of Port Orange. Also the residential housing should have some type of sound barriers built if they're home is back up to I 95.
Overzealous police harass the citizenry of Port Orange because they have nothing better to do. The city should stop using the police as a revenue stream.
Parks that include soccer fields
Pay our teachers better and have some more free or low-cost things for kids to do.
Please stop the panhandling that has recently escalated since DB put in new restrictions just 2 days ago. Today I saw panhandling at the exit ramps from I95 coming into Port Orange and a homeless camp being set up at Williamson and Airport Roads at the entrance to Ashton Woods. I was also panhandled in the Walmart parking lot as I got into my car 2 weeks ago. I am now avoiding shopping in Port Orange when possible and trying out New Smyrna Beach. I have lived in Port Orange for 35 years and seen it grow and now become overgrown and whenever I have moved I have moved farther out of town. I am not happy with the way Port Orange is heading with the overgrowth, excessive traffic and now the panhandlers.

Port Orange is no longer the laid back, small town, beautiful city. Too many people, too many cars, too much trash.
Port Orange is overcrowded, we are turning into Orlando, traffic is horrible.
Port Orange would be a much better place to live if traffic and number of people living here was considered as the town is planned. Driving is hazardous and new homes and condos continue to be built. It's awful and everyone complains about it but the city doesn't seem to hear. New business places continue to be approved to be built while others go out of business. It makes no sense. Port Orange is turning into driving like in the west coast or southern east coast. We, along with many others I'm sure, moved here to get away from that, and we continue to be amazed and frustrated when we see yet ANOTHER subdivision or condo building go up. It used to be such a great place to live. Now, no so much.
Provide benches and cover for bus stops.
Provide benches and weather protected covers for bus passengers. Weather shelters while waiting for bus riders
Purchasing a private ambulance is wasted tax money.
Put a bigger ring of mulch around the center island tree's on Dunlawton.....this is the main artery that most vacationers use to get to and from there condo and should always look like a centerpiece.....not to mention that most of us in Port Orange see it every day too.....this should have the "Wow" factor so that others will remember us and think about us when they are considering a move to Floridawe have a huge opportunity to make a big positive impact on these vacationers as they are on the way to their weekly or monthly beachfront rental....
Put in bike paths. Cut back garbage collection to once a week and put a program in place to pickup yard debris on a need be basis to save gas and protect the environment.
Raise school zone speed to 25mph. So cruise control can be used. Cleaner storm water drains along curbs
Rebuild Spruce Creek High School
redevelopment of the older areas of the city before they become low rent crime havens and degrade the entire cities name and value.
Reduce the amount of new development. Current roads can't handle any more traffic.
Reduce Traffic and overcrowding. Less commercial growth. It is getting to crowded. Traffic on main roads like Dunlawton is ridiculous. Access to I95 from spruce creek through Dunlawton is silly. Creating delays and hazardous conditions.
reduce traffic near I95 and Dunlawton
Reduce traffic on Dunlawton during rush hour... LOL
reduced property tax
Reevaluate your fees/charges. I was shocked that you charged me approx. \$400 to reg. my cars. The explanation was you were ripping off the snow-birds and newcomers. You have no right to single out one group. Also, you wanted to rip-me-off for up to \$20K dollars in fees to build on my lot...and you were doing absolutely nothing to deserve that much nor providing any new service...simply a ripoff. Shame on you for being so extremely dishonest and greedy...No, I will not build a new house here.
Relieve traffic congestion. Do not need anymore new housing developments.
Remove the panhandlers
Require that the schools provide a more efficient area for getting off Taylor road when the parents are dropping off or picking up their children to/from the schools.

Responsiveness by utilities dept
Right now I think the I-95 interchange area needs to be addressed - landscaping, traffic light timing, traffic in general.
Safety
Set a limit for population growth.
Set up traffic lights to acknowledge motorcycle presence. Create better bicycle paths.
Shade at playgrounds
Shaded areas of play on the playgrounds so the swings and slides aren't so hot. Our water bills were based on exactly what you use, not the meter rounded up or down.
Slow down on developing new homes and commercial businesses. Traffic is becoming unbearable.
Smaller growth rate
Soccer fields for our youth! Baseball and football are not the only sports in this town and it's a shame that this town has taken away from these kids over petty politics in our town. Limiting kids will only create boredom and crime in our city. For children to grow and move forward in a sport they need something other than the city center sports run by volunteers. We have traveled this entire state for soccer and port orange is a disgrace and is known for horrible fields. Let's let this changed for 5 years I have been writing this same statement and sadly for 5 yrs this town has turned their nose to our youth.
Some of the road systems don't make sense, like having to turn right onto Dunlawton from Taylor then U-turning to get to the 95; it's inefficient.
Sound absorption constructs along I-95 adjacent to residential areas.
Speeding on all streets, especially Williamson Blvd., requires better police patrols!! cypress head roads are out of control with speeding!
Start with the signal lights at major intersections. They should not be set. They need to be updated. We need some palm trees on Dunlawton not those crepe myrtles
Stop Building crappy houses on 50 x 80 lots who are on top of each other where you can't even drive through these neighborhoods we don't have enough schools Dunlawton is a mess the cops don't pay attention to the speeders going through school zones but yet they'll pull someone over for the most dumbest of reasons but you have people in school zones going 60 miles an hour every single day down by sweet water elementary we can't even get down Dunlawton anymore because of all these houses that keep getting built their crap houses made out of wood on top of each other those neighborhoods look like garbage.
stop building everywhere
Stop building fast food restaurants. Stop building condos apts. only homes that keep current housing prices high. Would love to see a Trader Joe's.
Stop building more and more apartment complexes adding to our already strained traffic and population
Stop building! Get a traffic study to increase flow of traffic. None of the lights are in sink. Any new schools planning on being built with all the impact fees being collected from the builders?!
stop building... The city is losing the charm of the small city that we loved when we made our home here almost 20 years ago. too much traffic...too much expansion. we are not alone with this thinking. The services are great but, soon we will become another big city... Not a good thing in my opinion. if we wanted to live a large city life, we would go back to NY.
Stop deforestation; improve traffic control

STOP development!
Stop expanding the city since the aging infrastructure cannot handle the influx of people, homes and businesses.
Stop issuing permits and allowing more homes with NOT the proper infrastructure! To many people now. Preserve forests and wildlife! The town is being ruined! More impact fees needed.
Stop over development of our land. Too much land has been cleared and over developed. Dunlawton and Williamson can't handle the load
Stop removing the trees for more business. You are quickly losing the beautiful small town feel of the city that we moved here for.
STOP THE BUILDING OF NEW HOUSES & APARTMENTS, The city can "NOT" support anymore of this over building. The utilities can "NOT" support it as well as the streets and roads with all of the increased traffic. """"STOP THE BUILDING"""" """"STOP THE BUILDING""""""
Stop the development of huge apartment complexes that will choke the already stressed Dunlawton Avenue. Please remember what was so important to our founding fathers and help preserve Port Orange's small town atmosphere and character rather than developing every last parcel of land.
Stop the growth. We are getting too crowded, traffic is a nightmare, especially between 4 and 6:30, and new housing is being built but no relief in the schools are being provided. SLOW THE GROWTH DOWN...
Stop the insane building and for God's sake synchronize the traffic signals. Dunlawton is an absolute nightmare to drive on. Stop the insane development of every piece of land that is vacant. Traffic is a nightmare and frankly I am anxious to move to a less congested area. Taylor and Williamson backs up regularly and there is no relief in sight.
Stop the over-development
Stronger Police Presence
Synchronize lights on Dunlawton and do whatever is necessary to improve traffic flow.
The areas near the intersection of I-95 and Dunlawton/Taylor Road are a death trap for pedestrians and especially bicyclists. With schools and shopping in that area, there should be accommodations provided for safe bicycling. The traffic is heavy and the traffic flow is confusing to drivers making it all the more dangerous for cyclists. Please, please make this a priority.
The Police Department needs a lot more training. These poor kids are not sure of themselves and don't know what to do in a lot of situations. It's a shame.
The port orange police were at the movies at the pavilion. They were on such a power Trip. They stood in the theater, yelled over the previews, and threatened to kick people out if anyone put their feet on the seats because the previous movie had put their feet on seats.
The roads in the older neighborhoods Are really run down with patches all over that start to get worse around the patch causing more patches. So i say put long term plan in place to get those roads better.
The southern exit to Water's Edge onto Pioneer Trail across from Venetian Bay lacks painting indicating which lane you can continue straight in. Currently, it's painted as a "left only" lane and a "right only" lane. This has almost caused accidents.
The traffic situation on Dunlawton is horrible. Although we live in Port Orange we do all our shopping in New Smyrna Beach due to the traffic congestion in PO.
The utility department needs to listen to customers but they think they don't have to because they are above them and most police don't give a shit about anyone but themselves and seem upset when they have to respond to a call and over half don't even know the law

time the traffic lights so it doesn't take 15 min to get from Nova RD to Williamson. you have to stop at every light
Trader Joes - Fresh Market or Whole Foods
Traffic control on Dunlawton Ave.
Traffic cops could use better training/interaction with citizens. Received many time waster stops and citations that require me to go to court to have them tossed...
Traffic improvements
TRAFFIC is awful...Port Orange allows more and more new development but doesn't consider impacts on current roads...
Traffic lights timed better
Traffic. Roads are not supporting growth and many are not obeying speed limit on south Williamson Blvd and airport rd.
Transparency in government
Tropical landscape and extremely clean streets
Walls along highway 95 would make it safer for residents that live near there...maybe solar panels along highway like walls?
We desperately need a COSTCO warehouse - please make it happen. A Trader Joe's store would also be a nice addition to our area. COSTCO - we desperately need a COSTCO Warehouse in our area
Wider streets
With Daytona's stricter rules on panhandling it is moving into our home-based area and making Port Orange not as comfortable as it was. Won't let my kids shop alone with this outside and makes Port Orange look unsafe
WORK WITH THE COUNTY AND STATE TO IMPROVE TRAFFIC FLOW ON DUNLAWTON, TAYLOR ROAD, AND WILLIAMSON BY WIDENING THE STRETCH BETWEEN THE ON RAMP TO I-95 NORTH TP PAST SUMMER TREES ROAD TO THREE LANES IN EACH DIRECTION.

The Following Respondents Did Not Know Their District

A dog park at the city center so animal control doesn't throw us out of the fenced in baseball fields
A lower cost movie theater would be nice.
A multifaceted plan and action to eliminate narcissistic, tyrannical, childish, cowardly and dishonest department heads such as the Chief of police and his similarly defined command staff and the City Manager that condones and enables this behavior. The city and its managers are quickly becoming the laughing stock of the state, county by county. Quite ashamed to live here.
Better management
Better organization between departments and follow through
Better plans to handle growing traffic.
Better traffic control
Better traffic flow. Need additional east / west artery crossing I95.
Better trained police officers and demolishing splash carwash
Better water quality - less chlorine. Remodel existing buildings rather than tearing everything down to build more and grow beyond infrastructure capacity. Keep the city pretty.

Cap development! It's out of control! I'm not alone in saying this explosion in development/congestion has exchanged the quality of life of many citizens for more riches to developers and a temporary boast to the construction related economy. This situation will not age well.
City Officials taking into consideration the traffic situation & road infrastructure PRIOR to approving all the building!!! Dunlawton is a nightmare now!
Come up with some kind of system to enable a resident to get a dog tag paid for online and mail to them
Common sense traffic management using ai or some advanced computer programming. The traffic on Dunlawton Ave. is ridiculous (nova to I/95). Also, there are not enough soccer fields and the ones we do have are horrible. Visit the Deltona soccer fields and invest some money into a project like that here in Port Orange.
Controlled growth. New building is not in concert with infrastructure of roads We need more police presence especially on roads such as Dunlawton and nova. I've noticed at 2 memorials one for an active police position and one for a retired. There wasn't any honor guard or presence at these very large memorials. I did notice a large contingent in full uniform of firemen that came to the last memorial. Dunlawton is saturated with businesses. We are now a mini Orlando. Is this the direction Port Orange is heading?
Cut down on the amount of crime.
Ease up on new development
enforce the prohibition of cell phones and texting while driving
Enforcement of speed limits, aggressive driving and cell phone use while driving or stopped at a light. Strict laws on texting and cell phone use while behind the wheel. Curb aggressive driving by speeding vehicles.
Faster building permits service it takes too long to get a permit !!!
Fed up with people across the entire town blowing off stop signs. Not enough cops to enforce this in our neighborhoods making them unsafe.
Fencing around fly in pond next to Creekside and monitored crosswalk at Creekside to across street. Parade is lousy with a lousy route. Needs a quaint downtown somewhere like maybe coffee shop in city center. And move the parade there.
Fire the police retrain them they are popo (port orange police officer)
Fix the lights on Dunlawton and time them out better. Congestion on Dunlawton is awful. I would love another way to get around it
fix the timing of traffic lights. For example turning N onto Clyde Morris from Dunlawton 3-4 cars get through, not even half the turn lane. Common problem with extended time on larger roads adds to traffic problems.
Flooding area on Wexford Way. Does not occur at my house but feel I am taxed for repair anyway. I thought the purpose was to have this alleviated
Focus on the needs of the roads and speed in royal areas
For God's sake do something about the awful traffic and lights and worrying times and turning and u turns! Whomever it was who planned the lights was an idiot!
Get code enforcement out to clean up the older subdivisions and fine those that have cars parked in yards, washers on front porches for over a year, long grass, homes covered in algae and mildew! I'm seeing where the city seems to be more concerned with new growth than making those accountable in the older sub divisions! The city is going down and no one seems to care! Not to mention the

traffic on Dunlawton is deplorable!!! It's gotten out of control most of the day to even get out on Dunlawton. There is room for much improvement for these matters and it seems like no one cares anymore. With living here 30 years it's very concerning and disappointing
Getting traffic on Dunlatwon Ave. streamlined & under control
Good lighting in the parks after dark on the walking trails. Get the bill passed to never have daylight savings time change again. It currently approved but on hold at the Federal level. Improve traffic on Williamson Blvd and Dunlawton. Bring back the west turn onto Dunlawton from Taylor Branch. To many lights on Williamson Blvd., just north of the Pavilion. Need to have housing traffic streamlined with shared entrances onto Williamson Blvd. it's great that Port Orange is growing but the traffic patterns could be more efficient.
Have a Texas De Brazil put in.
Having a Steak and Shake
I hope the City would consider an ordinance banning, or at least discouraging, retailers from offering "free" plastic bags to consumers (see the City of Gainesville for an example).
I lived outside of the city limits in Tomoka Farms Village. I grew up in the area and have been disappointed by the growing sprawl in West Port Orange which has impacted property taxes and quality of life.
I'm extremely happy living in Port Orange. The courtesy & friendliness of the fellows who pick up our garbage is commendable please thank them for us. Excellent customer service, the city's streets are kept up exceptionally. Thank you Satisfied Customers.
improve length of lights on Dunlawton and intersections.
Improve the corner at Ridgewood and Dunlawton in appearance and usefulness. The Port Orange welcome looks awful. That corner needs overhaul.
Improving P.O. animal control services... I feel they should be responsible for trapping and retrieving wild and stray animals.
Increase salary wages about poverty level of minimum wage. Housing keeps increasing and more and more people are relocating, but the salaries are absolutely pitiful.
It seems that the city overreaches on zoning do you need 33 different zones and along with that each zone is excluding others if they don't fit that is why you have so many areas overloaded with the same type of business or no small businesses in the immediate area
Keep doing what you are doing. Lovely place to live!
Keep it up. Life here is good.
Keeping it cleaner. Like it used to be when i moved here over ten years ago.
Keeping trash off of roads, the sides of roads and litter in general. I realize that this is caused mostly by citizens but I would like to see a better effort controlling litter including enforcing and enhancing current fines. The litter is appalling. I would also like to see total enforcement of use of cell phones while driving. This is important to me as I was rear ended while stopped at a red traffic signal. The man was not cited even after causing an accident. Please ask our terrific police department and sheriff's office to be more aggressive in stopping texting and driving. Thank you.
Less development and less traffic
Less development with less traffic
Less poorly maintained trailer parks. The issue is not the trailer park, just those that are broken down and not kept up and it looks horrible. Port Orange is such a beautiful area just seems like code enforcement should be involved in having higher expectations of those communities. My family

would like to be closer to me and move their trailer to Port Orange, but I refuse to allow them to live in such places that are not properly maintained.
Less traffic
Less traffic... Better traffic control
Less traffic congestion
Less traffic congestion.
lower crime, presence of homeless
Lower property taxes for fixed income residents
Lower taxes
Lower taxes. Halifax Hospital should not be funded by the tax payers. Should be private
lower water bills streets repaved in twin gates not just one road. better police drive throughs.
Make it easier to get Building permits.
more business and less residential in new developments
More commercial business, not more plazas and shopping. Rebuild the existing plazas we have.
More community-based engagements (besides family days); more parks (similar to the Splash Pad!); allowing Food trucks; farmers market on Wed & Sat; no more building of gas stations and banks; reduce the amount of chain food restaurants
More Cowbell
More cultural events.
More cultural public events such as arts and crafts shows, food exhibits, etc.
More free concerts
More police presence
More shade at children parks
More street lights
More street lights on Williamson and pioneer trail
More volunteer opportunities for freelance musicians, entertainers, artists, etc. such as myself an amateur musician.
More youth sports fields and less building/construction. Build more Parks and Recreational sports facilities for kids instead of building houses. You want tournaments to bring in business then build it and they will come. You want to charge us more than improve and build more parks and recreational facilities! Your parks are horrible.
N/A
never have repaired my sidewalks & I was at the top of the list...Did all my neighborhood except me & my neighbor. My sidewalk has lots of damage and need replaced. they were marked by the city with red x on each of them but never done
No panhandling and no one loitering at businesses. Also, not having people bathing in public restrooms and sleeping in visible areas. Remove people that are sleeping in tents on public property. They can sometimes be very rude and that is not the image for Florida. Please help keep it beautiful and clean. Thank you.
nothing
Nothing

Our own ambulance service, more police officers, enforcement and penalization of school district boundary jumpers.
Police need to be less rude and disrespectful. They are so concerned with giving out tickets for speeding and stupid moving violations. Spend the time and money to get criminals and illegal drugs off the streets.
Port Orange needs to go back to being community friendly and more preventive safety measures. Growth has over taken over our community at an accelerated rate. It no longer feels like the safe hometown it was years, ago.
Proactively recognize that our roadways are not aligned appropriately for our future growth opportunities. The cities former vision of large setbacks, smaller signs, more green space has been eclipsed by the almighty dollar.
Public servants/employees of the community taking more interest in advocating for its residents.
Publishing of how we rate with other similar size in the prioritized city goals
Quit tearing down all of the old buildings and trees just to keep building.
renovation & use of vacant buildings
Replace light bulbs in the pink lanterns on Taylor Road west of 95. Drinking water smells sometimes. Need more bug and snake killer :)
Stop allowing big chains like Waffle House take over and instead encourage/support smaller local restaurants
Stop building
Stop cutting down all the trees for more and more businesses. Tired of seeing this! Also, the traffic on Dunlawton has become ridiculous!
Stop developing on every corner of Port Orange! Enough! Too many new apartment complexes...ripping up wide open spaces. Too much traffic, too many accidents and speeding...
Stop Expansion of developments. Starting to get over crowded especially on Dunlawton Ave west end..
Stop expansion traffic on Dunlatwon is stupid do you want to be Boca Raton all 4 lane main roads I will move
Stop tearing down the beautiful trees and letting storage shed facilities build in a residential area that is quite and private. Ridiculous! And allowing all those trees to be torn down on Williamson to allow more apartments! It looks awful.
Taking care of sidewalks
To completely stop building and make more Roads. It's over saturated with cars and buildings and there are not enough roads to handle it. Its ridiculous.
Traffic & Light control on Dunlawton, Madeline & Big Tree onto Clyde Morris. The situation at Big Tree & Clyde Morris is horrible with traffic coming out both sides of Big Tree onto Clyde Morris. An incline out of Big Tree West is very dangerous to traffic coming onto Clyde Morris and vice versa.
Traffic is an issue but I don't know what can be done about that. The only other issue we've had are kids throwing eggs at houses and ding ding ditch (water's edge) this is a big problem. We had to get cameras. The children's parks desperately need updating. The airport road park is old and falling apart and rusty. The only good park in port orange is All Children's Park on spruce creek. The new park on ridge wood is awesome.
Traffic lights coordinated to prevent so much stop/start on major roadways; Dunlawton, Nova, Clyde Morris, Ridgewood

Traffic lights pattern, as of it stands at the moment seems like there is no sequence and no sense. Moving from big city it is embarrassing how traffic light pattern set up and controlled here.
Traffic management in road closures. The Taylor Rd repair situation was a ridiculous poorly managed nightmare.
Traffic on Dunlawton nova thru Summertrees
Try to fix the roads in older developments. I have lived here 43 years in the same home and we have never had our roads repaved. Cambridge Villas
Update parks for the children & parents more shade structures at parks. No more mulch turn to the recycled tire ground.
Utility employees and bldg. dept employees have a very lackadaisical attitude. They are willing to help and go beyond if it is an easy issue. If it is involved and difficult, much less so and with attitude. Customer service skills must be improved upon. They just don't care and pass that on to newer employees. Have seen this esp in these two depts.
We have very much more traffic than our roads can handle causing crashes, road rage and frustration. We need to rethink traffic patterns especially the Dunlawton, I95 and Williamson area. As we can't handle our current traffic I think we should curtail housing development.
Would love more business job opportunities in town. Possibly more for kids other than organized sports i.e. Nice arcade or place for them to meet up with friends as they get older.
You need to actively lobby the county regularly until they widen Williamson Blvd. It is unsafe un its present 2 lane and very high traffic use. This road has not been widened South of Beville Rd even though you approved many residential developments and several commercial ones in recent years. Yes it's a county road, but it's a Port Orange residents heavy used road. Stop sticking your heads in the sand about this critical need and start lobbying for its widening. Don't stop lobbying heavily until it is done.
Young people friendly. Housing is extremely expensive in PO.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (I22a) Proposed FY 2020 Budget for CBL/BM Port Orange West CDD

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: The CBL/BM Port Orange West CDD is a community development district within the city. The CDD is located west of Williamson Boulevard and north of Summer Trees and includes the White Palms apartment development. Each year the governing body for the CDD is required to prepare its budget and give public notice of its hearing. The proposed budget is attached for council's information.

A community development district is a separate legal governing body. The CDD budget is produced as required by Florida law and the community development district generally functions similar to other local governments.

The City Attorney's Office is providing this notice to city council. If the city council has any interest or concern regarding the CDD budget, then please provide direction to the City Manager and City Attorney to appear on your behalf or as council may otherwise desire.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	FY2020 Proposed Budget - CBL	FY2020 Proposed Budget - CBL.pdf
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Robin Fenwick
Margaret Roberts
Robin Fenwick

Created/Initiated - 7/2/2019
Approved - 7/3/2019
Final Approval - 7/3/2019

CBL/BM Community Development District

12051 Corporate Boulevard Orlando, FL 32817
407-723-5900

June 21, 2019

City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

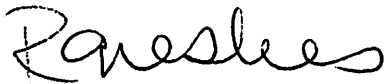
Re: CBL/BM Port Orange West CDD Proposed FY 2020 Budgets

To Whom It May Concern:

In accordance with Chapter 190.008 F.S., attached is a copy of the proposed FY 2020 Operations and Maintenance Budget for the CBL/BM Port Orange West Community Development District which is located within the City of Port Orange. The proposed 2020 budget hearing will be held on August 23rd. The budgets are for your review and comments, should you have any. However, no action is necessary on your part.

If you have any questions regarding this matter please feel free to contact me.

Sincerely,



Rachel Greshes
District Accountant
GreshesR@pfm.com

**CBL/BM Community Development District
Fiscal Year 2019-2020 Proposed O&M Budget**

	FY 2019 Budget	FY 2020 Proposed Budget
<u>Revenues</u>		
Developer Contributions	\$69,765	\$71,465
Net Revenues	\$69,765	\$71,465
<u>CDD General & Administrative Expenses</u>		
Supervisor Fees	\$2,800	\$2,400
Management	25,000	25,000
Engineering	5,000	5,000
District Counsel	25,000	25,000
Audit	3,000	3,500
Travel and Per Diem	50	50
Telephone	25	25
Postage & Shipping	100	100
Copies	265	265
Legal Advertising	2,650	2,650
Bank Fees	200	0
Contingency	100	250
Web Site Maintenance	900	2,400
Dues, Licenses, and Fees	175	175
General Insurance	4,500	4,650
Total Expenses	\$69,765	\$71,465



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (I22b) Proposed FY 2020 Budget for SWI CDD

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: The SWI Community Development District (CDD) FY 2020 Budget is attached for council's information. The CDD is located east of Williamson Boulevard and north of Taylor Road and includes the Pavilion development. Each year the governing body for the CDD is required to prepare its budget and give public notice of its hearing.

A community development district is a separate legal governing body. The CDD budget is produced as required by Florida law. The community development district generally functions similar to other local governments.

The City Attorney's Office is providing this notice to city council. If the city council has any interest or concern regarding the CDD budget, then please provide direction to the City Manager and City Attorney to appear on your behalf or as council may otherwise desire.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	FY2020 Proposed Budget - SWI	FY2020 Proposed Budget - SWI.pdf
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Robin Fenwick
Margaret Roberts
Robin Fenwick

Created/Initiated - 7/2/2019
Approved - 7/3/2019
Final Approval - 7/3/2019

SWI Community Development District

12051 Corporate Boulevard Orlando, FL 32817
407-723-5900

June 21, 2019

City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

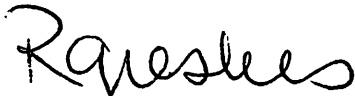
Re: SWI CDD Proposed FY 2020 Budgets

To Whom It May Concern:

In accordance with Chapter 190.008 F.S., attached is a copy of the proposed FY 2020 Operations and Maintenance Budget for the SWI Community Development District which is located within the City of Port Orange. The proposed 2020 budget hearing will be held on August 23rd. The budgets are for your review and comments, should you have any. However, no action is necessary on your part.

If you have any questions regarding this matter please feel free to contact me.

Sincerely,



Rachel Greshes
District Accountant
GreshesR@pfm.com

**SWI Community Development District
Fiscal Year 2019-2020 Proposed O&M Budget**

	FY 2019 Budget	FY 2020 Proposed Budget
<u>Revenues</u>		
Developer Contributions	\$79,825	\$85,015
Inter-Fund Transfers In	0	0
Net Revenues	\$79,825	\$85,015
<u>CDD General & Administrative Expenses</u>		
Supervisor Fees	\$2,800	\$2,400
Trustee Services	3,000	4,000
Management	30,000	30,000
Engineering	5,000	5,500
District Counsel	25,000	25,000
Trustee Counsel	0	2,000
Audit	5,500	5,500
Travel and Per Diem	150	50
Telephone	25	25
Postage & Shipping	75	100
Copies	200	265
Legal Advertising	2,500	2,500
Contingency	100	250
Web Site Maintenance	900	2,400
Dues, Licenses, and Fees	175	175
General Insurance	4,400	4,850
Total Expenses	\$79,825	\$85,015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/16/2019

Consent item: No

SUBJECT: (I23a) Feral Cat Discussion

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Based on feedback from citizens, recent complaints at council meetings and first hand evidence, staff is finding that the current management of the Feral Cat Program is insufficient in addressing the control of feral cats. Staff would like to discuss recent findings and trends before recommending a strategy for the future which may include; internal or contract management of the program, Trap, Neuter, and Release (TNR), Trap, Neuter, and return to field (RTF), the "Feral Freedom" program, development of enforceable ordinances, and other strategies that will assist the City of Port Orange develop a more effective program.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi, Jake Johansson

ATTACHMENTS:

Beth Unruh	Created/Initiated - 6/24/2019
William Proctor	Approved - 6/24/2019
Thomas Grimaldi	Approved - 6/25/2019
Matthew Jones	Approved - 7/3/2019
Jake Johansson	Approved - 7/5/2019
Robin Fenwick	Final Approval - 7/5/2019
