



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 7, 2021

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 Rebecca Hyvonen of Cross Creek Community Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Childhood Cancer Awareness Month

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. August 15, 2021 - Special City Council Meeting
 - b. August 17, 2021 - Regular City Council Meeting
 - c. August 24, 2021 - City Council Special Meeting
8. Bid Awards and Contract Items
 - a. Intent to Award ITB 21-10 Canal View Runoff Management and Guardrail Repairs
 - b. Intent to Award ITB 21-20 Repair and Resurface Samms Avenue
 - c. Renewal of worker's compensation, property, auto, liability and surplus lines of insurance through Preferred Government Insurance Trust (PGIT) for FY22

- d. Approval of Task Authorization No 18 (CA4621) with Kimley-Horn and Associates Inc. for the Replacement of the Water Main Crossing Halifax River Project.
- e. Approval of the Annual Service and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)
- f. Approval of Task Authorization No. 34 with Mead and Hunt for the Water Reclamation Facility Filter Rehabilitation Project

- 9. Resolution No. 21-33 - Revising Fees at Cypress Head Golf Course
- 10. Resolution No. 21-34 - Appropriation for Purchase of 72 RXV Elite Golf Carts
- 11. Resolution No. 21-35 - Appropriation for Cypress Head Roof Repairs
- 12. Approval of revised Sabal Creek Traffic Enforcement Agreement (TEA)
- 13. Approval of Major Special Event Request – Lighthouse Loop Half Marathon & 5K

D. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

- 14. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 15. Planning Commission Appointments (x3)

G. PUBLIC HEARING

- 16. Second Reading - Ordinance No. 2021-19 - Code of Ordinance Amendment/Chapters 18 and 58 - Sidewalk Sales and Special Events
- 17. Second Reading - Ordinance No. 2021-20 - Seventh Amendment to the Bennett's Hammock Master Development Agreement and Conceptual Development Plan
- 18. Approval of the Final Plat & Plans, Subdivision Variance, and Proportionate Fair-Share Agreement for the Woodhaven Subdivision, Phase 2 (Case No. 21-50000001)

H. REGULAR AGENDA

- 19. First Reading - Ordinance No. 2021-13 - Land Development Code (LDC) Amendment/Chapters 2, 15, 16, 17, and 18 - Updated Sign Regulations (Case No. 21-25000004)
- 20. First Reading - Ordinance No. 2021-22 - Port Orange Communications in Rights-of-Way Amendment

I. ADDITIONAL ITEMS

21. City Attorney

22. City Manager

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. River to Sea TPO

b. Fire Pension Board

K. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) 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 OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), 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, 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 OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 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.

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 15, 2021

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 4:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Absent:	Council Member Chase Tramont (Excused)
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick

ACTION ITEMS

4. Approval of the HUD CDBG Plan Year 2019 Amended Annual Action Plan

Mayor Don Burnette opened all three agenda items to be discussed together.

Motion to approve the PY2019
Amended Annual Action Plan was made
by Vice Mayor Drew Bastian and
Seconded by Council Member Scott
Stiltner.

Jamie Miller, Interim Deputy City Manager, provided an update on the Community Development Block Grant (CDBG) program and how the funds are used by the City each year. Traditionally, the focus is on infrastructure projects, with other priorities identified including public facilities and economic development. Although these are the priorities listed, other projects are eligible as well. Special funding was available and intended to be accepted to help with utility bills and housing assistance due to COVID-19, but it was determined the County was already providing that assistance and these funds would have been a duplication. Therefore, the City is declining those additional funds in the first PY2019 Amended Annual Plan previously approved by Council. This new amendment under item #4 removes that special funding.

The PY2020 Annual Plan (item #5) includes funding for the sidewalk project at City

Center, as well as the annual planning and administration costs. Mrs. Miller also spoke regarding the draft 5-year Consolidated Plan which includes funding for the Causeway Park and Seawall Improvement project, along with planning and administration costs required each year.

Robert Reinhausen, citizen, spoke regarding the Causeway Park and Seawall improvement project and questioned why and how it rose to the top of the list for funding.

Motion carried unanimously by roll call vote.

5. Approval of the HUD CDBG Plan Year 2020 Annual Action Plan

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

6. Approval of the HUD CDBG Draft 5-Year Consolidated Plan to include the Plan Year 2021 Annual Action Plan

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

ADJOURNMENT - 4:41 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 17, 2021

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.

Silent Invocation was held as Rev. Glenn Rice of Port Orange United Church of Christ was unable to attend the meeting.

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Absent:	Council Member Chase Tramont (excused)
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick

Mayor Don Burnette discussed the absence of Council Member Chase Tramont and advised that he may be out for several meetings while he recovers. There were no objections.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were no public comments.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

a. August 3, 2021 - Regular City Council Meeting

7. Resolution No. 21-29 - Budget Appropriation to Transfer Funds from General Fund Operating Fund to Fund 317 for various Police Department Capital Items

8. Approval of Minor Special Event for the First United Methodist Church (305 Dunlawton Avenue) Annual Pumpkin Patch and Fall Festival Events

9. Approval of Florida Power & Light Electric Easement - Skeet Club on Pioneer Trail

10. Approval of Amendment No. 1 to City Attorney Employment Contract

Motion to approve the Consent Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

11. Update from the Conklin Davis Center for the Visually Impaired

Nancy Epps, Secretary for Conklin Davis Center for the Visually Impaired, and CEO, Ronee David, provided an update on the projects happening at the Center.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There was none.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Council Member Scott Stiltner spoke regarding the loss of Sgt. Justin White of the Port Orange Police Department. He thanked everyone who has supported the White family, Port Orange Police Department, and the City.

Council took a short recess at 7:04 p.m. and reconvened at 7:11 p.m.

Vice Mayor Drew Bastian suggested rescheduling the Town Hall Meeting set for August 19th. Council discussed the logistics discussed with Staff and the idea of holding it in cooler months where the outdoor areas could be utilized. Council agreed to postpone the Town Hall meeting for 60-90 days or when the COVID numbers start to decline.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, citizen, provided an update from the recently held meeting.

14. Appointment of Ten (10) Members to the Districting Commission

Mayor Don Burnette asked each Council Member present to nominate two applicants to serve on the Districting Commission as well as two additional applicants to create a ten-member commission as required.

Council Member Jonathan Foley nominated Kristine Cunningham, John Junco, and Bobby Ball.

Council Member Scott Stiltner nominated Lance Green, Tom Jordan, and Newton White.

Vice Mayor Drew Bastian nominated Stan Schmidt and Debbie Connors.

Mayor Don Burnette nominated Ray Donadio and Marilyn Strout.

Motion to appoint those applicants as listed above was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

Discussion was held regarding the appointment of alternates. Matt Jones, City Attorney advised against it. Should a member need to withdraw, a new member can be appointed at that time. Mr. Jones also explained the need to schedule the Commission's organizational meeting to be held within ten days of appointment.

Motion to hold the organizational meeting of the Districting Commission on Wednesday, August 25, 2021 at 6:00 p.m. was made by Council Member Jonathan Foley and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

Robin Fenwick, City Clerk, will coordinate the meeting location and ensure all members are notified.

PUBLIC HEARING

15. First Reading - Ordinance No. 2021-20 - Seventh Amendment to the Bennett's Hammock Master Development Agreement and Conceptual Development Plan

Mayor Don Burnette read Ordinance No. 2021-20.

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH AMENDMENT

TO THE BENNETT'S HAMMOCK A PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT AGREEMENT AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-20 was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley.

Penelope Cruz, Planning Manager, provided details of the amendment being requested.

Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2021-21 - Third Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 21-40000001)

Mayor Don Burnette read Ordinance No. 2021-21.

ORDINANCE NO. 2021-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-21 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Tim Burman, Community Development Director, spoke regarding the extension being requested.

Jeff Brock, Attorney for Applicant, spoke regarding the construction delays and the time requested for completion. They are working to complete the project sooner rather than later.

Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2021-19 - Code of Ordinance Amendment
Chapters 18 and 58 - Sidewalk Sales and Special Events

Mayor Don Burnette read Ordinance No. 2021-19.

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 18, ARTICLE IV, CLARIFYING WHAT IS A SIDEWALK SALES EVENT AND PROXIMITY REQUIREMENTS TO BUSINESS; AND CHAPTER 58, ARTICLE III, MODIFYING CRITERIA FOR MAJOR SPECIAL EVENTS AND ADDING REQUIREMENTS TO PERMIT NEIGHBORHOOD BLOCK PARTIES AS MINOR SPECIAL EVENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-19
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Mrs. Cruz spoke regarding the changes being requested which are mostly clean up in nature.

Motion carried unanimously by roll call
vote.

18. Discussion item on Legislative Priorities

Jamie Miller, Interim Deputy City Manager, presented possible priorities for legislative appropriation and requested discussion and feedback from Council. Staff will continue to work with Pittman Law Group as the City's lobbyist on the requests to be presented to the legislatures.

Mayor Don Burnette spoke regarding his discussion with Senator Leek.

Projects to include:

- North Commonwealth water main replacement
- Water & sewer system river crossing
- Any other infrastructure and transportation projects.

Council wants to see projects remain on the list that are of high priority to the Governor.

ADDITIONAL ITEMS

19. City Attorney - There was nothing further.

20. City Manager - Reminder of the opening session of Port Orange University on Monday at 6:00 p.m.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

- a. ArtHaus - Council Member Chase Tramont was not in attendance.
- b. First Step Shelter - Council Member Chase Tramont was not in attendance.
- c. River to Sea TPO - Council Member Scott Stiltner provided information from the meeting.
- d. General Employees' Pension Plan - Nothing new to report.
- e. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of the upcoming events.
- f. Roundtable of Elected Officials - There was no meeting in August.

ADJOURNMENT - 8:34 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 24, 2021

THE SPECIAL MEETING OF CITY COUNCIL of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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	Absent:	Council Member Chase Tramont
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION/ACTION ITEMS

4. FY 2021-2022 Budget Discussion

Robin Hayes, Interim Finance Director, provided an overview of all funds for the FY22 budget, which covered a summary of revenues and expenditures to include personnel, operating, and capital costs.

Council Members had no questions but would like to discuss the surplus left each year, why it wasn't spent, and what can be done with those funds to lower tax rates. Council Member Scott Stiltner is not interested in cutting services but wants to find opportunities to address the pay rate for employees.

Mayor Don Burnette asked questions regarding the fire budget relating to the ambulance services and new positions being requested. Fire Chief Joe Wolfing discussed transport revenues and expenditures.

5. Revise Public Hearing Date/Time for Adopting Tentative Millage Rate and Budget

Ms. Hayes asked Council to revise the public hearing time for setting the tentative millage rate as the notice from the property appraiser showed a 6:30 p.m. start time; even though Council's previous motion was to approve a 5:30 p.m. start time.

Motion to revise the September 8, 2021 public hearing time from 5:30 p.m. to 6:30 p.m. to be consistent with the Truth in Millage (TRIM) notice distributed by the Volusia County Property Appraiser was made by Vice Mayor Drew Bastion and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

6. Solid Waste Rate Discussion

Lynn Stevens, Public Works/Utilities Director, reviewed the history of the solid waste bid award and previous discussions with Council, as well as the current rate (which hasn't been increased since 2014) and level of service.

Jeff Rackley, Government Services Group, Inc., discussed their rate study results and options for a rate increase.

Mrs. Stevens provided the recommendation of staff to include an increase of \$3.91 (from \$18.65 to \$22.56 per month) for residential properties and \$1.24 per cubic yard for commercial properties to take effect on November 1, 2021. This maintains the same level of service currently provided and eliminates the energy fee currently being charged. She also recommended the inclusion of an automatic rate adjustment on October 1 each year based on CPI or 5%, whichever is less and language that a rate decrease may occur if the fund balance meets the City's policy of 25%.

Council agreed with the increase and maintaining the current level of service.

ADJOURNMENT - 6:43 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8a) Intent to Award ITB 21-10 Canal View Runoff Management and Guardrail Repairs

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the award of ITB 21-10, Canal View Boulevard Runoff Management and Guardrail Repairs, to the lowest responsive bidder, GPS Civil Construction Inc., in the amount of \$492,900.00; and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On July 15, 2021, Purchasing received three (3) bid submittals for ITB #21-10, Canal View Runoff Management and Guardrail Repairs. GPS Civil Construction Inc. submitted the lowest bid, \$492,900.00; followed by Halifax Paving Inc., \$493,750.00; and P&S Paving Inc. with a bid of \$495,492.00. After review of the responses, City staff recommends awarding to the lowest responsible and responsive bidder, GPS Civil Construction Inc.

The scope of work includes measures to better manage storm water runoff along Canal View Boulevard into the adjacent Halifax Canal. Work includes the installation of curbing and spillways; installation of additional guardrail posts and beams at eroded areas; and the installation of storm pipe. The roadway will be resurfaced and striped and sodded areas will be restored.

There exists a great possibility of unforeseen or unanticipated conflicts and conditions in this work area due to the age of the infrastructure, lack of as-builts, etc. Therefore, staff is requesting the City Council authorize an allowance for unforeseen conditions not to exceed \$50,000.00 (Contingency) for unforeseen/contingency work that may arise as part of this contract. Any unforeseen work must be justified and approved in writing by the City Manager prior to authorization to the contractor. Any unused contingency funds will revert to the appropriate fund balance.

A portion of the funding will be through Community Development Block Grant funds.

Project	Funding Account No.: <u>Cost Center: Public Works Program:</u>
No.: <u>IMI014</u>	<u>Roads/signs Spend Category: Road construction</u>
<u>IMI014</u>	<u>Cost Center: Finance Spend Category: Roads/signs</u>

ATTACHMENTS:

1.	GPS Civil Construction, Inc. ITB 21-10 Standard Contract for Services	GPS Civil Construction, Inc. ITB 21-10 Standard Contract for Services (1).pdf
2.	ITB 21-10 Canalview Runoff Management and Guardrail Repairs NOTICE OF INTENT TO AWARD FINAL (7.26.2021) GPS CIVIL CONSTRN	ITB 21-10 Canalview Runoff Management and Guardrail Repairs NOTICE OF INTENT TO AWARD FINAL (7.26.2021) GPS CIVIL CONSTRN.pdf
3.	BID TAB ITB 21-10 Canal View Runoff and Guardrail Repairs FINAL (7.26.2021)	BID TAB ITB 21-10 Canal View Runoff and Guardrail Repairs FINAL (7.26.2021).xlsx
4.	ITB 21 10 Canal View Blvd Site Plan 3.22.21 FINAL	ITB 21 10 Canal View Blvd Site Plan 3.22.21 FINAL.pdf
5.	ITB 21-10 Canal View Blvd Runoff Management and Guardrail Repair FINAL 6.2.21	ITB 21-10 Canal View Blvd Runoff Management and Guardrail Repair FINAL 6.2.21.pdf

Kynah Cockcroft	Created/Initiated - 7/27/2021
Julia Wiggins	Approved - 7/27/2021
Richard Colby	Approved - 7/27/2021
Junos Reed	Approved - 8/3/2021
Ronny Buttrum	Approved - 8/5/2021
Lynn Stevens	Approved - 8/5/2021
Lupe Reyna-Coffin	Approved - 8/5/2021
Scott Neils	Approved - 8/12/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/25/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021



CITY OF PORT ORANGE CDBG STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **GPS CIVIL CONSTRUCTION, INC.**, a Florida corporation whose principal address is 939 South Ridgewood Avenue, Daytona Beach, Florida 32114 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Runoff Management and Guardrail Repair, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-10"). This Contract together with ITB 21-10, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, and Attachment "A" Drawings, from ITB 21-10, U.S. Department of Housing and Urban Development Supplementary Conditions to the Construction Contract, Davis Bacon Wage Rates General Decision Number FL20210191, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-10, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within Two Hundred Forty (240) days from Notice to Proceed with final completion Thirty (30) days thereafter, for a total of Two Hundred Seventy Days for final completion ("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 Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. 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 pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Four Hundred Ninety-Two Thousand Nine Hundred and 00/100 Dollars (\$492,900.00). 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. Subcontractors or Sub-Subcontractors.

- (a) Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Contractor for work performed under this Contract.
- (b) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Contractor to Subcontractor or Sub-subcontractor for work performed under this Contract.
- (c) Contractor shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with the schedule of values.
- (d) The Contractor shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Contractor.

4. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

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 23 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. In the event

of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(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 from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ 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.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
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 Agreement 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							
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.							
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.								

14. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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 on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-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 on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

24. 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.

25. 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 Agreement. 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, MMC. 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.

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. 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. Compliance with Other Federal Standards.

(A) Equal Employment Opportunity.

- (a) The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- (b) If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the Consultant's performance under this contract:
 - (i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - (ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - (iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965,

and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Consultant will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

(B) Davis Bacon Act.

- (a) This section applies to all construction contracts in excess of \$2,000.
- (b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Consultant shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the

Consultant shall pay wages not less than once a week.

(c) Award of this contract to the Consultant is conditioned upon the Consultant's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

(C) Copeland Anti-Kickback Act.

(a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

(b) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clause above and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

(d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

(D) Contract Work Hours and Safety Standards Act.

(a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701

(b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(d) No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(e) In the event of any violation of the clause set forth in paragraph (d) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

(f) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

(g) The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (c) through (f) of this section.

(E) Compliance with Clean Air Act.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

(F) Compliance with Federal Water Pollution Control Act.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

(G) Debarment and Suspension.

(a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Consultant must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's

Authorized Official Name and

Title of Consultant's

Authorized Official Date

(I) Procurement of Recovered Materials.

- (a) In the performance of this contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- (b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

(J) Section 3 Clause.

- (a) The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the

metropolitan area in which the project is located.

- (b) The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- (c) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- (d) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subconsultant is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant where the Consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 C.F.R. Part 135.
- (e) The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- (f) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(K) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant/Disaster Recovery funds. The Consultant will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- (a) The Housing and Community Development Act of 1974, as amended;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;

- (c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- (d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- (e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- (f) Public Law 114-223: Continuing Appropriations Act, 2017;
- (g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- (h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- (i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- (j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

(L) No Obligations by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

(M) Fraud and False or Fraudulent or Related Acts.
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

30. 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.

31. 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: GPS Civil Construction, Inc.
Attention: Gregory Schlaffer, President
939 South Ridgewood Avenue
Daytona Beach, Florida 32114
(386) 872-5811 – Telephone
(386) 872-5822 – Facsimile
greg@gpscivil.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.

32. 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.

33. 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]

GPS CIVIL CONSTRUCTION, INC.

Witnesses:

By: _____

Greg Schlaffer, 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.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Greg Schlaffer, as President of GPS Civil Construction, Inc., a Florida corporation. He is ____ personally known or ____ 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 by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Contractor's Quote, Section 3 - Scope of Services and Specifications, Attachment “A” Drawings, from ITB 21-10, U.S. Department of Housing and Urban Development Supplementary Conditions to the Construction Contract, and Davis Bacon Wage Rates General Decision Number FL20210191

Consisting of 32 Pages

**BID COST/FEE PROPOSAL****BID FORM****CITY OF PORT ORANGE****ITB #21-10****Canal View Blvd Runoff Management and Guardrail Repairs**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.

NAME OF BUSINESS:	GPS Civil Construction, Inc.
CONTACT PERSON:	Greg Schlaffer
EMAIL ADDRESS:	greg@gpscivil.com
AUTHORIZED SIGNATURE:	

PROPOSAL PRICING

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	BASE BID				
1	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00
2	PRE-CONSTRUCTION VIDEO	LS	1	\$ 1,500.00	\$ 1,500.00
3	EROSION CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00
4	CLEARING AND GRUBBING	LS	1	\$ 115,000.00	\$ 115,000.00
5	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00
6	MODIFIED TYPE "F" CURB	LF	1800	\$ 15.00	\$ 27,000.00
7	MODIFIED TYPE "F" CURB AND BEAM	LF	1,300	\$ 38.00	\$ 49,400.00
8	CONCRETE SPILLWAYS	EA	8	\$ 2,500.00	\$ 20,000.00
9	CONSTRUCT DRAINAGE PIPE - 18" CORRUGATED HDPE	LF	50	\$ 130.00	\$ 6,500.00
10	CONSTRUCT DRAINAGE STRUCTURES - 18" MES	EA	2	\$ 2,500.00	\$ 5,000.00
11	GUARDRAIL REPAIRS AND REPLACEMENT	LS	1	\$ 70,000.00	\$ 70,000.00
12	MILL AND RESURFACE ASPHALTIC CONCRETE	SY	7,000	\$ 19.00	\$ 133,000.00
13	FURNISH AND INSTALL SOD	LS	1	\$ 500.00	\$ 500.00
				TOTAL BASE BID:	\$ 492,900.00

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER

SECTION 3 – SCOPE OF WORK

SUMMARY OF WORK

This is for the construction of the **Canal View Blvd Runoff Management and Guardrail Repairs**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Installation of modified type “F” curbing and spillways to channel storm water runoff, additional guardrail posts, and mill and resurface roadway.

Drawings, Specifications, Requirements:

See Pages 11-19 of this solicitation for the written specifications, and copy & paste the following link for the drawings:

<https://www.port-orange.org/bids.aspx>

Document Title:

- **“Attachment A” ITB 21-10 Bid Set - Drawings for Canal View Blvd Runoff Management and Guardrail Repairs**

You can find the aforementioned documents on the City of Port Orange website at the link above.

[Remainder of this page left intentionally blank]

PART 1 – GENERAL

2.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials, and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 01 00: Summary of Project.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during Performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- A. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
 - 2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
 - 3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the

Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and then, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible Mylar sepias [24 inches by 36 inches (24" x 36")] and one (1) reproducible copy of the Project Manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
3. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

D. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work to complete the Work within the allotted time. 2. The

Contractor shall also coordinate deliveries to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled, and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

E. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical benchmarks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes, and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SUMMARY OF PROJECT

PART 1 – GENERAL

1.01 WORK COVERD BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the **Canal View Blvd Runoff Management & Guardrail Repairs**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Provide all labor, materials, and equipment necessary to install approximately 1,650 lf of modified type "F" curb, 1,300 lf of beam with modified "F" curb, and spillways along the north edge of Canal View Blvd as shown on the drawings. Removal and replacement of guardrail posts, guardrail beams and offset blocks as shown on the drawings. Mill, resurface, and restripe approximately 7,000 SY of asphaltic concrete.

- B. The CONTRACTOR shall furnish all labor, equipment, tools, services, and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The CONTRACTOR shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The CONTRACTOR shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

- 2.01 Excavation, including necessary pavement base removal.
- 2.02 Shoring and sheeting.
- 2.03 Dewatering and disposal of surplus water.
- 2.04 Structural Fill.
- 2.05 Backfill.
- 2.06 Grading.
- 2.07 Replacement of unpaved roadways, grass, and shrubbery plots.
- 2.08 Cleanup.
- 2.09 Testing and placing system in operation.
- 2.10 Any material and equipment required to be installed and utilized for the test.

- Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
- 2.11 Maintaining the existing quality of service during construction.
- 2.12 Appurtenant work as required for a complete and operable system.
- 2.13 Maintaining or detouring of traffic.

PART 2 – MATERIALS, LABOR, AND EQUIPMENT

2.01 Mobilization

Bid Item A1

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work shall be included in this item, excluding the cost of construction materials.

2.02 Pre-Construction Video

Bid Item A2

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.03 Erosion Control/NPDES Permit Requirements

Bid Item A3

Payment at the applicable lump sum price will be made based on completion of erosion/turbidity control, silt fencing, floating turbidity barriers, and other means necessary in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment, and work necessary to complete the work in accordance with City/State/Federal requirements and the contract plans and specifications. This item includes the cost to obtain NPDES NOI and NOT permit and the cost to prepare a Stormwater Pollution Prevention Plan if disturbance is greater than 1 acre. Tree Protection barricade cost is also included in this item.

2.04 Clearing and Grubbing

Bid Item A4

Lump sum payment for clearing and grubbing shall include all costs associated with clearing and grubbing the site and removing trees and vegetation scheduled for removal in accordance with FDOT Standard Specification Section 110. This item includes the proper disposal of all cleared materials.

2.05 Maintenance of Traffic

Bid Item A5

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment, and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made based on the percent of the total construction cost completed.

2.06 Concrete Curb Modified Type "F"

Bid Item A6

Payment will be made at the unit price per linear foot of concrete curb installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and all testing as required.

2.07 Concrete Curb Modified Type “F” with Beam and Anchors

Bid Item A7

Payment will be made at the unit price per linear foot of concrete curb with beam and anchors installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and testing as required.

2.08 Concrete Spillways

Bid Item A8

Payment will be made at the unit price per each concrete spillway installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under each concrete spillway and testing as required.

2.09 Construct Drainage Pipe

Bid Item A9

Payment shall be made at the applicable unit price per linear foot and shall be full compensation for furnishing all plant, labor, materials, and equipment and constructing the storm drainage pipe complete and ready for operation as shown on the project plans and described in the specifications and clearing and grubbing. This item includes the cost of removal of existing storm sewers and filter fabric wrap of all joints, per FDOT standards.

2.10 Construct Drainage Structures

Bid Item A10

Payment for drainage structures will be made at the applicable unit price for each structure furnished and installed, and will include full compensation for all excavation, backfill, concrete, brickwork, linings, benches, concrete aprons, grates, and frames and covers and baffles, all constructed in accordance with the drawings. Payment includes demolition and removal of existing inlets and clearing and grubbing.

2.11 Guardrail Repairs & Replacement

Bid Items A11

Payment will be made at a lump sum price for all guardrail repairs and replacement including but not limited to additional varying length guardrail posts, guardrail beams, and offset blocks. The contract lump sum price shall be full compensation for all labor, material, and work necessary to complete the guardrail installation in accordance with the drawings and FDOT specifications.

2.12 Mill and Resurface Asphaltic Concrete

Bid Items A12

Payment will be based on each installation made at the applicable unit price for the mill and resurface of asphaltic concrete. The contract unit price will be full compensation for all material and work necessary to complete the mill and resurface in accordance with the drawings and specifications, including the raising of any valve boxes or manhole frames and covers to final paving grade and the DOT type thermoplastic paint restriping of traffic markings in accordance with the drawings and FDOT specifications.

2.13 Furnish and Install Sod

Bid Items A13

Payment shall be made at the applicable unit price for the type of sod installed and shall be full compensation for furnishing all plant labor, materials, and equipment necessary to furnish and properly install sod without gaps or overlaps within the limits shown on the drawings. Items shall include watering and maintenance for a one-month period. Dead or insect infested sod shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the one-month maintenance period.

End of Specifications

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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings

ITB #21-10

CANAL VIEW BLVD RUNOFF MANAGEMENT AND GUARDRAIL REPAIRS

Drawings can be found on the City of Port Orange website. See link for attachment of documents:

<https://www.port-orange.org/bids.aspx>

**"Attachment A" ITB 21-10 Bid Set - Drawings for CANAL VIEW BLVD RUNOFF MANAGEMENT AND
GUARDRAIL REPAIRS**



City of Port Orange Purchasing Division

Prepared by: Michael Hall, Purchasing Agent

Release Date: June 10, 2021

Bid Due Date & Time: July 15, 2021 @ 2:30 PM

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org

CANAL VIEW BOULEVARD RESURFACE AND
RUNOFF MANAGEMENT
SECTION 37 TOWNSHIP 16S RANGE 33E
PORT ORANGE, FLORIDA
MARCH 22, 2021

SCOPE IS TO RESURFACE ROADWAY,
MANAGE STORMWATER RUNOFF TO
HALIFAX CANAL WITH CURBING AND
SPILLWAYS AND INSTALL ADDITIONAL
GUARDRAIL POSTS AT ERODED AREAS

CITY OF PORT ORANGE CONTACTS

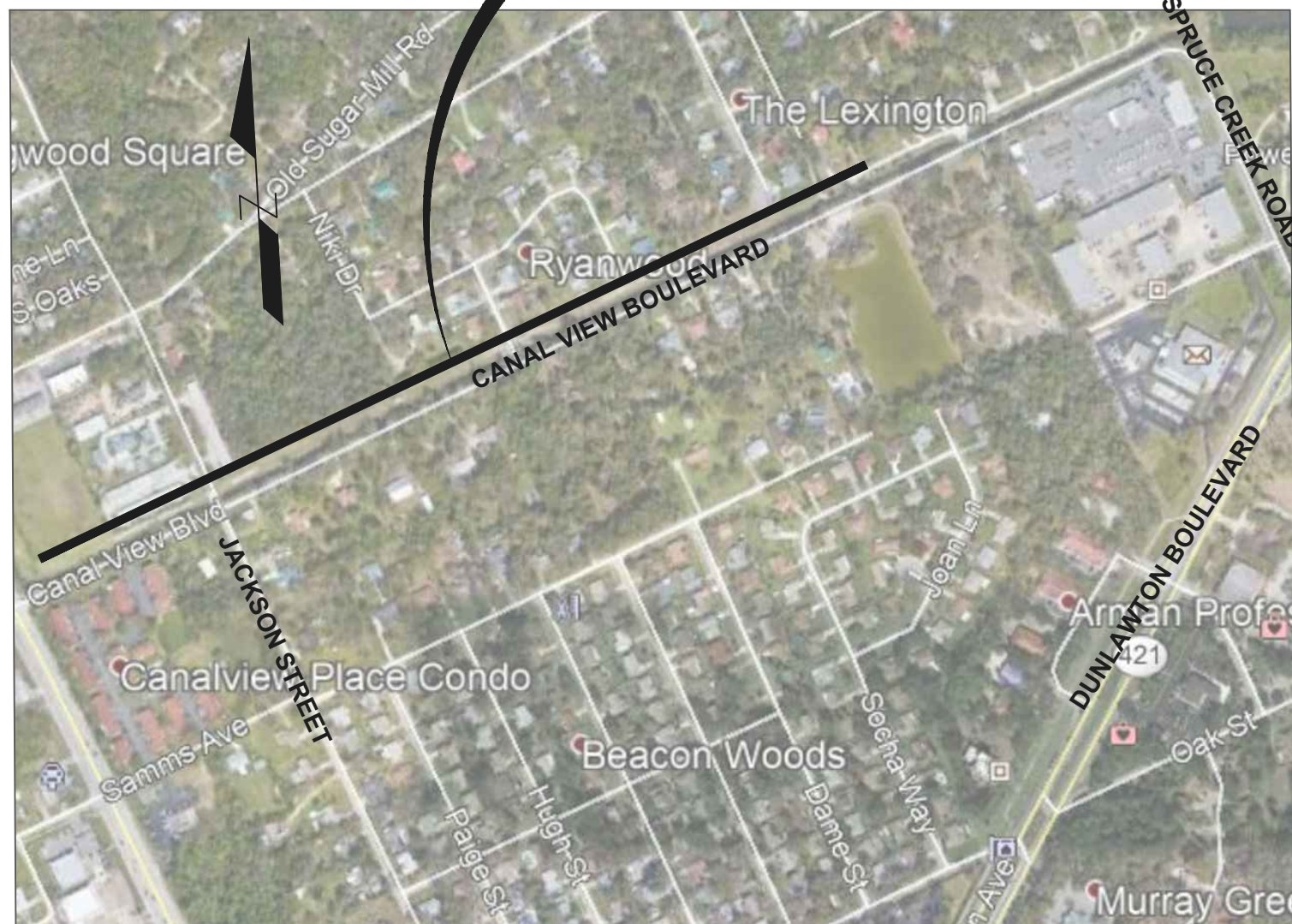
RONNY BUTTRUM, DEPUTY DIRECTOR, PUBLIC WORKS, 386/506-5584
JUNOS REED, ENGINEERING MANAGER 386/506-5754
RICHARD COLBY, PROJECT MANAGER, UTILITIES 386/506-5460
ALEX POPOVIC, ENGINEER, PUBLIC WORKS 386/506-5572

CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS

ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD
CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY
COUNCIL. ANY DEVIATIONS FROM THE ADOPTED STANDARDS SHALL BE
CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF
INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED
STANDARDS SHALL APPLY.

2,938LF OF CANAL VIEW BOULEVARD
NOVA ROAD TOWARD SPRUCE CREEK ROAD
PORT ORANGE, VOLUSIA COUNTY
LAT 29.08.16 LONG 81.00.19

INSTALL 1,631±LF OF MODIFIED TYPE "F" CURB, 1,275±LF OF
BEAM WITH MODIFIED TYPE "F" CURB AND ANCHOR, 9
SPILLWAYS, 180±SY OF CONCRETE, 700±SF OF SOD,
1,240±LF OF GUARDRAIL BEAMS, REPLACE 30±LF OF
STORM PIPE, RESURFACE 6,900±SY OF ASPHALTIC
PAVEMENT AND RE-STRIPE



SITE LOCATION MAP

1" = 500'



WORK AREA (LOOKING EAST FROM NOVA ROAD), NTS



SHEET INDEX	
1.	COVER
2.	NOTES
3.	SITE PLAN
4.	BEAM WITH CURB PLAN AND PROFILE
5.	CONSTRUCTION DETAILS
6.	GUARD RAIL REPAIR
7.	ROADWAY REPAIR
8.	STANDARD DETAILS

COVER

RESURFACE AND RUNOFF
MANAGEMENT

REVISION	
DATE:	ITEM:

JUNOS REED, FLORIDA PE NO. 66408



CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	1 OF 8

CONSTRUCTION NOTES

- CITY GOVERNING SPECIFICATIONS: CITY OF PORT ORANGE LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORANGE INSPECTOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. THE CITY WILL NOT BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING, ACCORDINGLY.
- THESE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
- THE CITY ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
- LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
- AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
- AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
- THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE CITY.
- THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE CITY PRIOR TO THE RELEASE OF FINAL PAYMENT. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
- WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
- PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
- ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
- IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
- NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
- ALL PAVEMENT STRIPPING WILL BE THERMOPLASTIC.

SITE PREPARATION FOR PAVEMENT

- PRIOR TO CONSTRUCTION, THE LOCATION OF EXISTING UNDERGROUND UTILITY LINES WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED. PROVISIONS SHOULD BE MADE TO RELOCATE INTERFERING UTILITIES TO APPROPRIATE LOCATIONS. IT SHOULD BE NOTED THAT IF UNDERGROUND PIPES ARE NOT PROPERLY REMOVED OR PLUGGED, THEY MAY SERVE AS CONDUITS FOR SUBSURFACE EROSION WHICH MAY SUBSEQUENTLY LEAD TO EXCESSIVE SETTLEMENT OF THE OVERLYING STRUCTURES.
- SHOULD THE SOILS EXPERIENCE PUMPING AND SOIL STRENGTH LOSS DURING THE INSTALLATION AND COMPACTION OPERATIONS, COMPACTION WORK SHOULD BE IMMEDIATELY TERMINATED AND (1) THE DISTURBED SOILS REMOVED AND BACKFILLED WITH DRY STRUCTURAL FILL SOILS WHICH ARE THEN COMPACTED, OR (2) THE EXCESS MOISTURE CONTENT WITHIN THE DISTURBED SOILS IS ALLOWED TO DISSIPATE BEFORE RE-COMPACTING.
- TEST THE COMPACTED SURFACE FOR COMPLIANCE AT A MINIMUM OF ONE (1) LOCATION PER 10,000 SQUARE FEET WITHIN THE PAVEMENT AREA (MINIMUM 3 LOCATIONS).
- PLACE THE COMPACT BACKFILL MATERIAL AS REQUIRED. THE FILL SHALL CONSIST OF "CLEAN" FINE SAND WITH LESS THAN 5 PERCENT SOIL FINES. PLACE FILL IN UNIFORM 10 TO 12-INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DENSITY. WITH THE EXCEPTION THAT DENSITIES OF AT LEAST 98 PERCENT PERCENT SHALL BE OBTAINED WITHIN THE UPPER ONE FOOT BELOW BASE COURSE. COMPACTED SOILS SHALL EXHIBIT MOISTURE CONTENT WITHIN 2 PERCENT OF THE SOILS OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557). IF LIGHT EQUIPMENT IS USED, THEN THE LIFT THICKNESS SHALL BE REDUCED TO 8-INCH THICK LIFTS.
- PERFORM COMPLIANCE TESTS WITHIN EACH LIFT OR FILL AT A FREQUENCY OF NOT LESS THAN ONE TEST PER 10,000 SQUARE FEET OF PAVEMENT AREA (MINIMUM 3 LOCATIONS).

DEMOLITION AND SWPPP NOTES

- THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
- ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. MOT DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE THE CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
- EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
- ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES.
- ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
- ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
- IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.03(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

LAND ALTERATION / TREE PRESERVATION NOTES:

- ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
- ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- OAK TREES LARGER THAN 36-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
- ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.

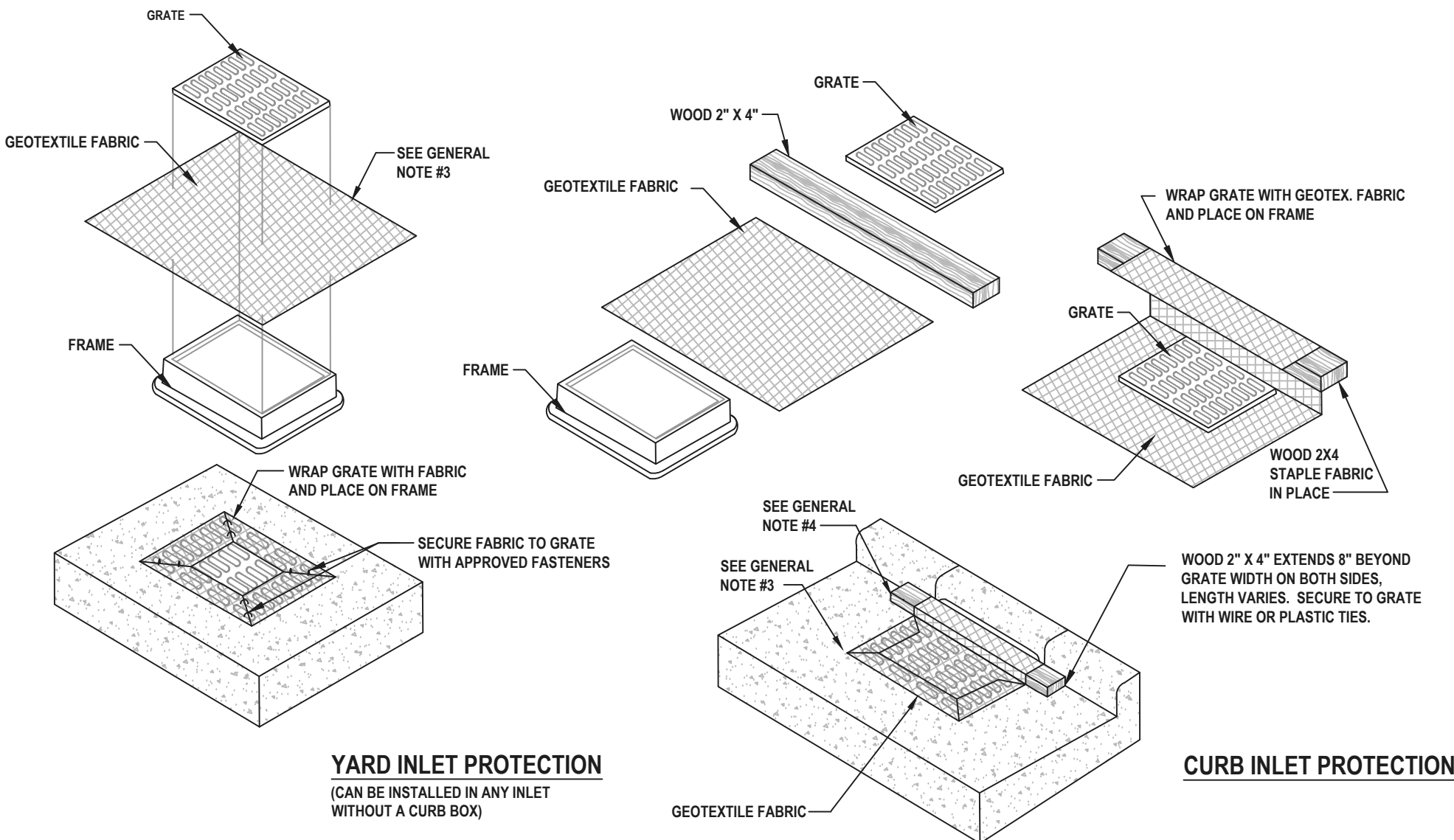
DRAINAGE NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
- STORM PIPES SHALL BE REINFORCED CONCRETE PIPE (RCP) OR CORRUGATED PLASTIC PIPE (CPP).
- THE CONTRACTOR SHALL PROVIDE COPIES OF SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE CITY FOR PRIOR ORDER.
- CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
- ALL CONNECTIONS BETWEEN STORM PIPES AND STORM STRUCTURES, RETROFIT OR NEW, SHALL BE WATER TIGHT.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF-SITE.
- ALL NEW DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
- ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
- ALL STORM INLET GRATES SHALL BE TRAFFIC RATED.

EROSION CONTROL NOTES

- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
- NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
- THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
- MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
- THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
- GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
- NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
- IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
- PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

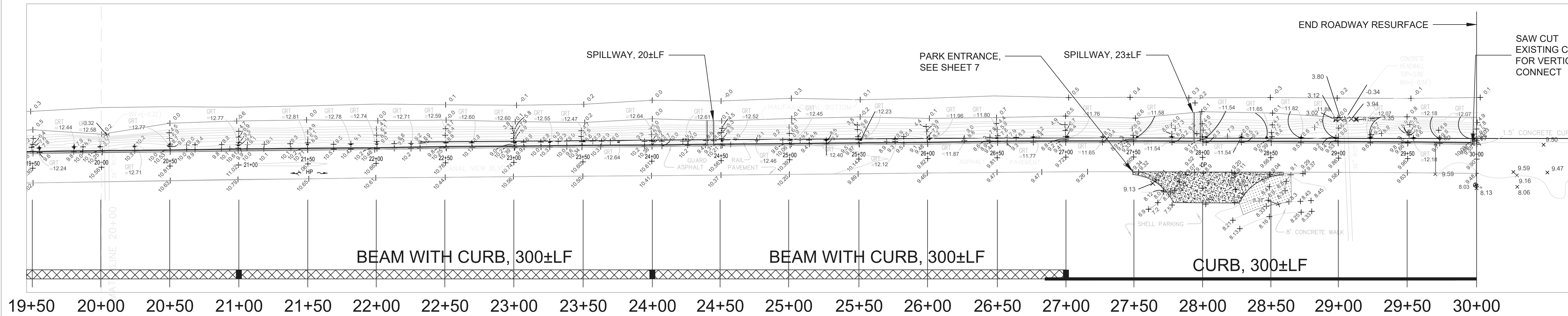
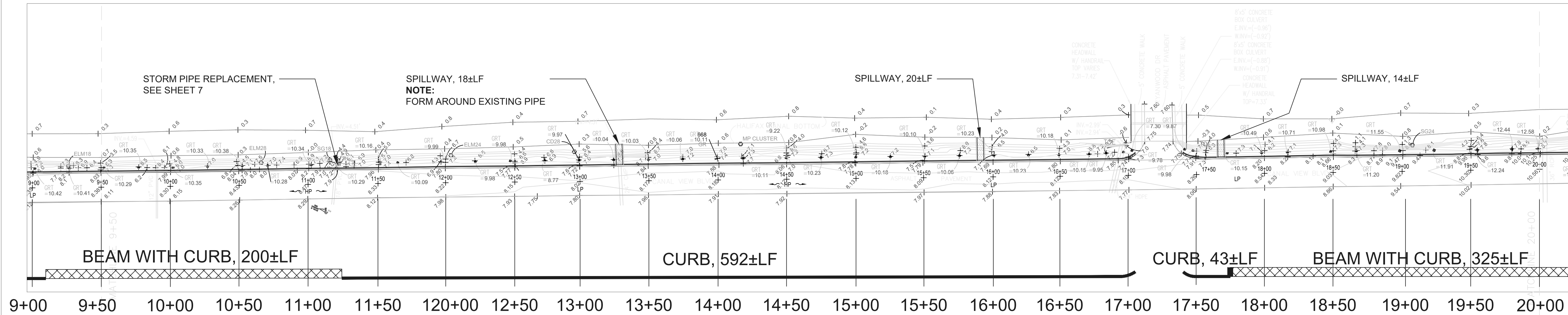
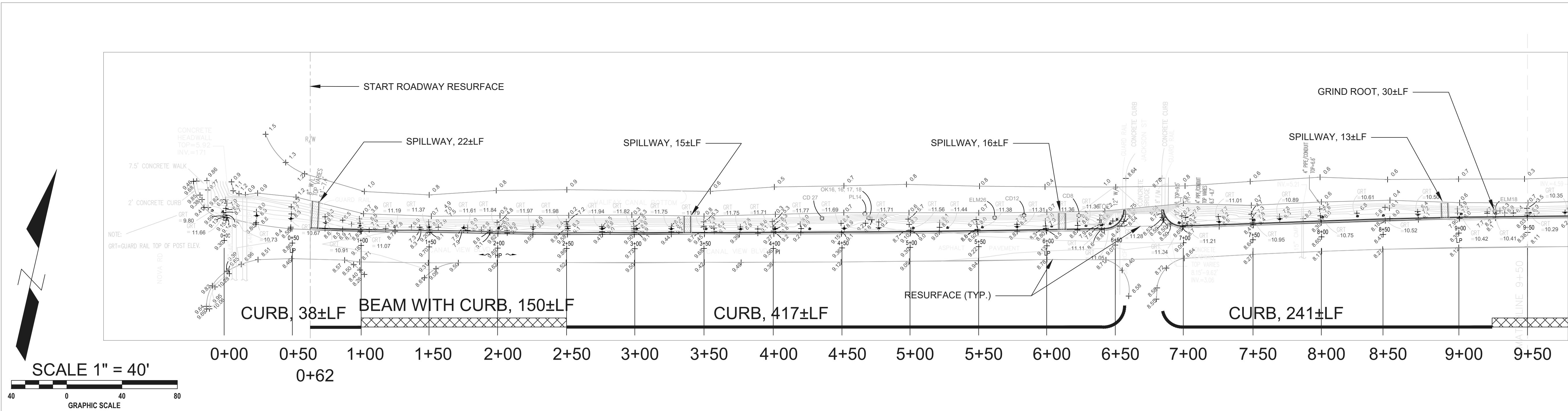
GEOTEXTILE FABRIC INLET PROTECTION



GENERAL NOTES:

- GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 111F. ALTERNATIVES INCLUDE APPROVED EQUAL ASTM D4491 OR 100 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
- THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

REVISION	
DATE:	ITEM:
JUNOS REED, FLORIDA PE NO. 66408	
 CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129	
NOTES	PROJECT NO:
	DATE:
	DESIGN BY:
	CHECK BY:
DRAWING NUMBER:	
2 OF 8	
RESURFACE AND RUNOFF MANAGEMENT	



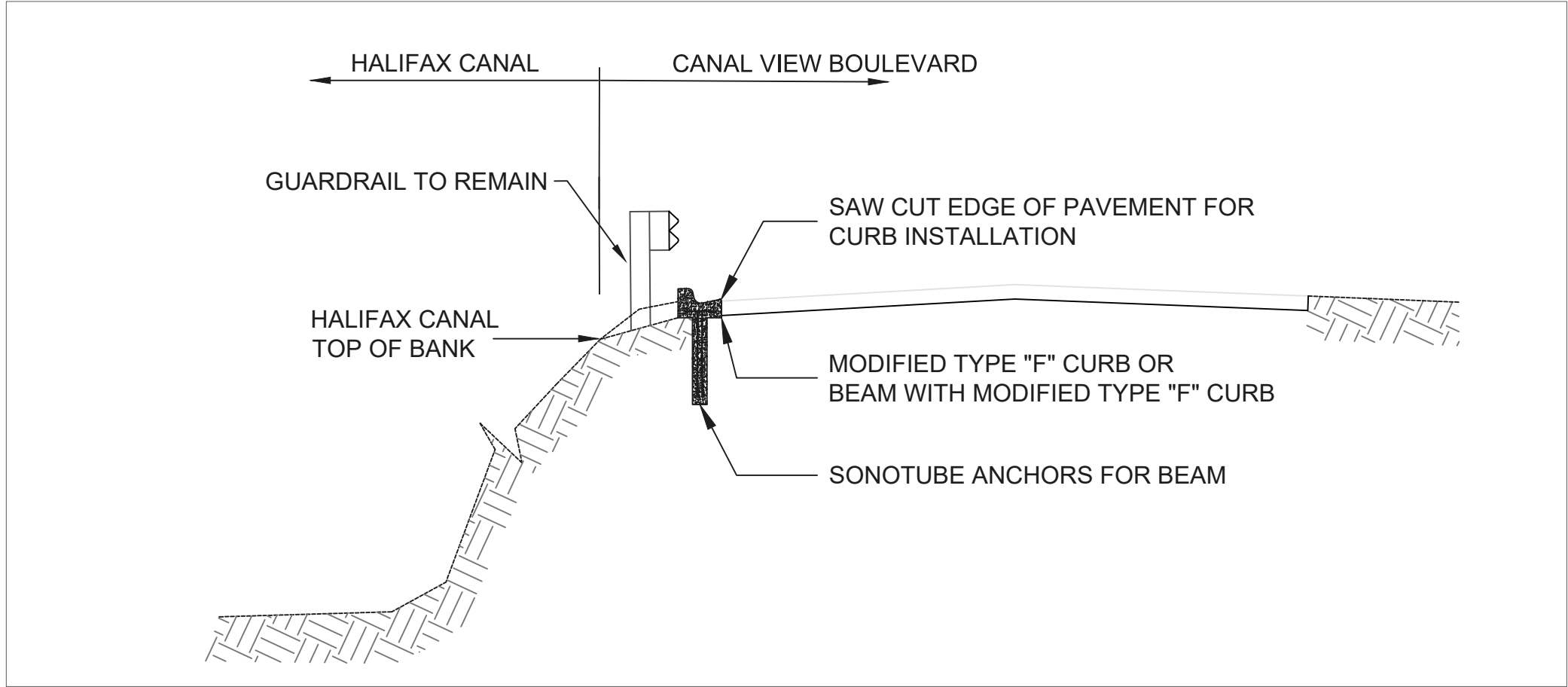
REVISION	
DATE:	ITEM:

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

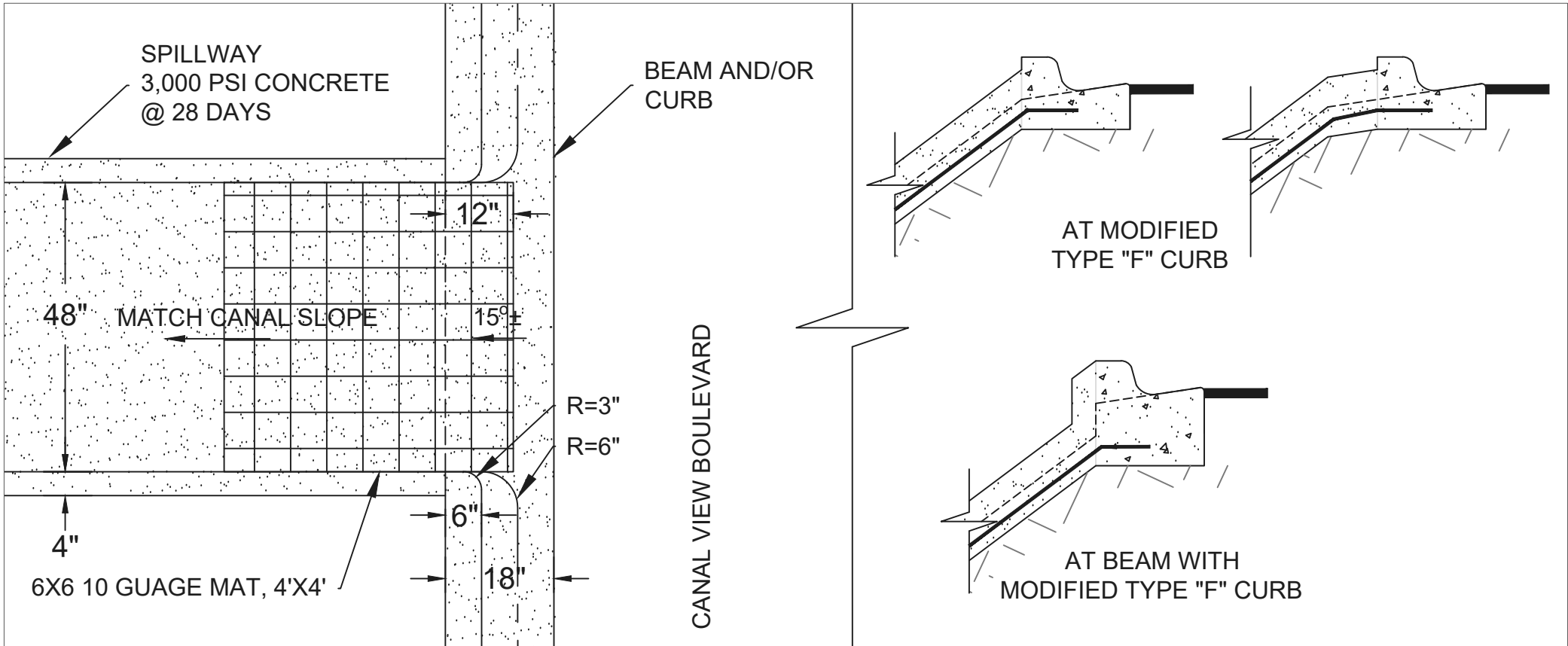
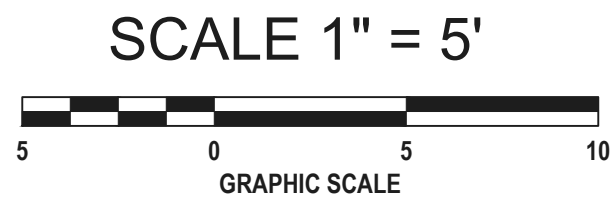
SITE PLAN
RESURFACE AND RUNOFF
MANAGEMENT

PROJECT NO:
DATE:
DESIGN BY:
CHECK BY:
DRAWING NUMBER:
3 OF 8

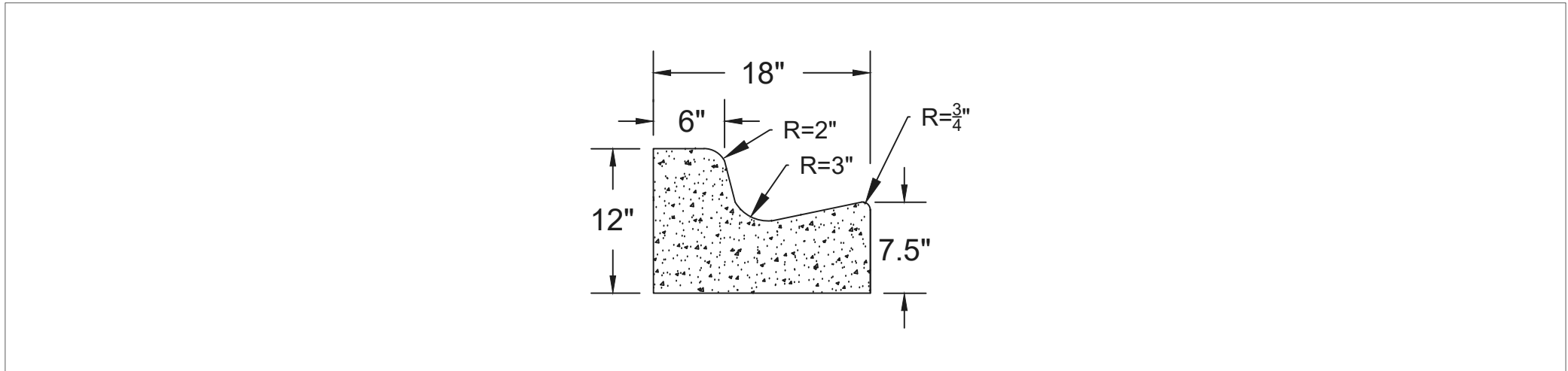
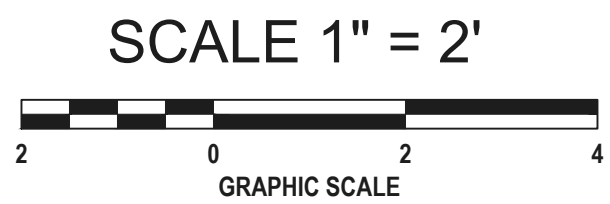
JUNOS REED, FLORIDA PE NO. 66408



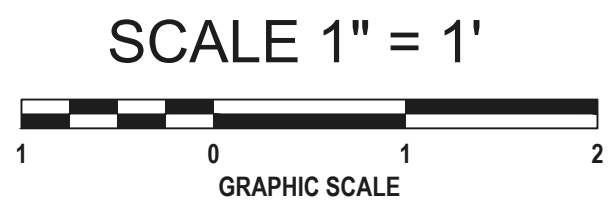
TYPICAL CROSS SECTION



SPILLWAY CONNECTION

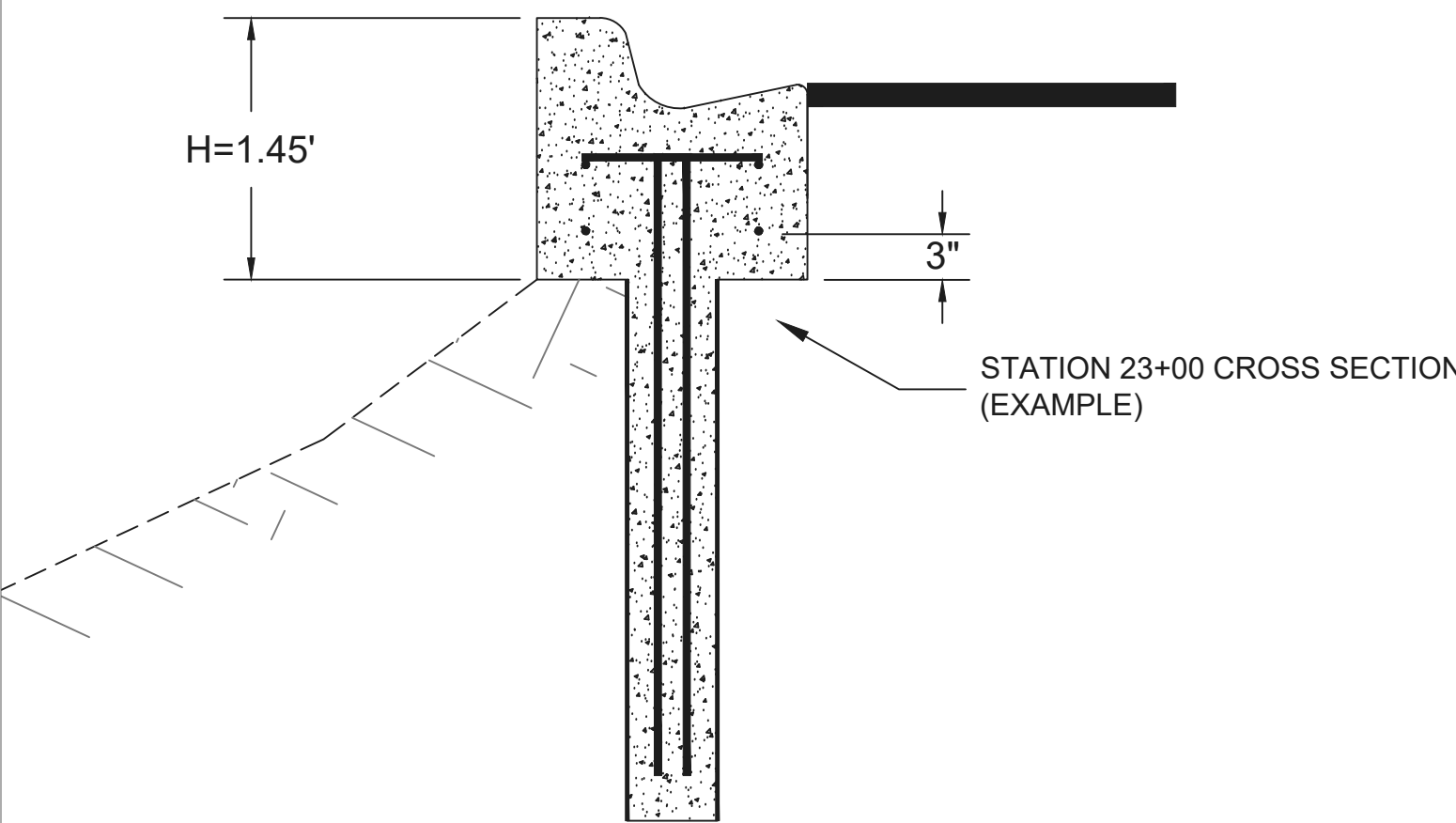
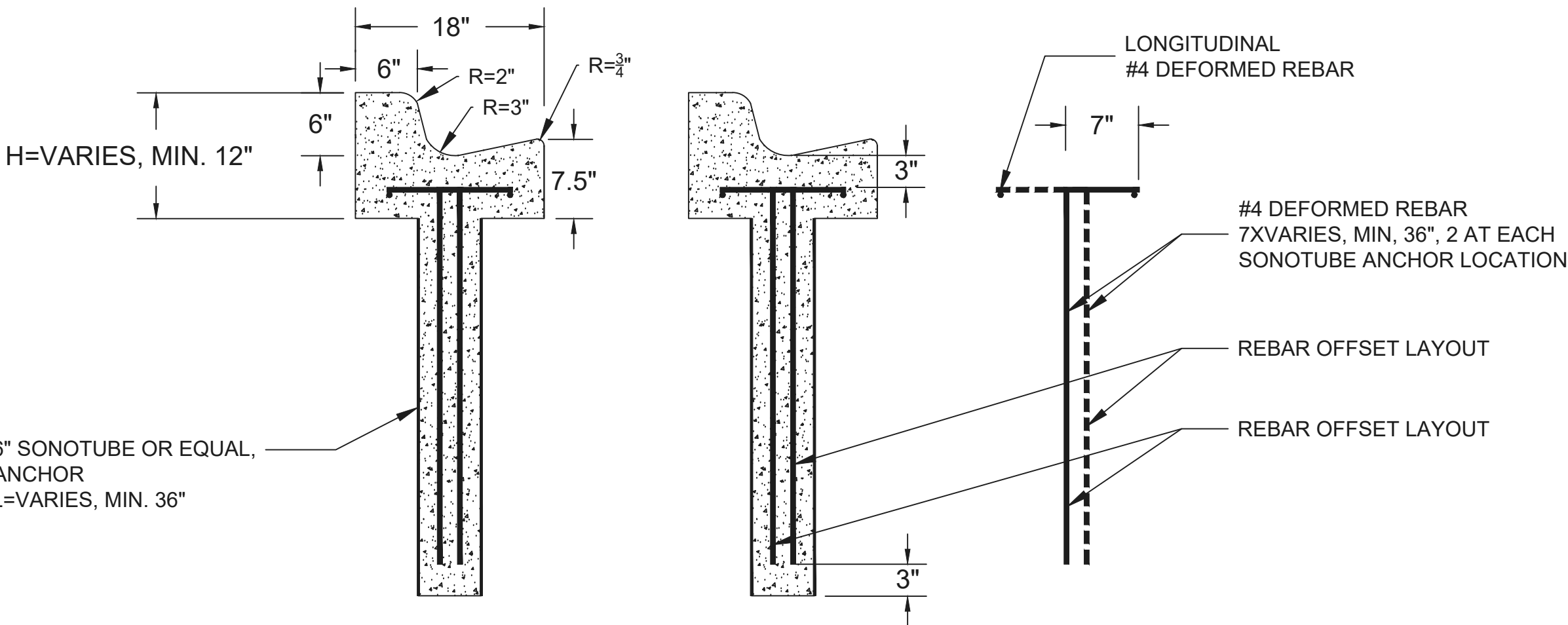


MODIFIED TYPE "F" CURB

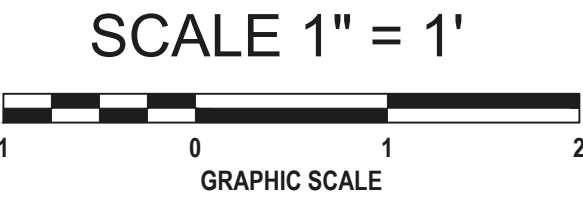


NOTE:

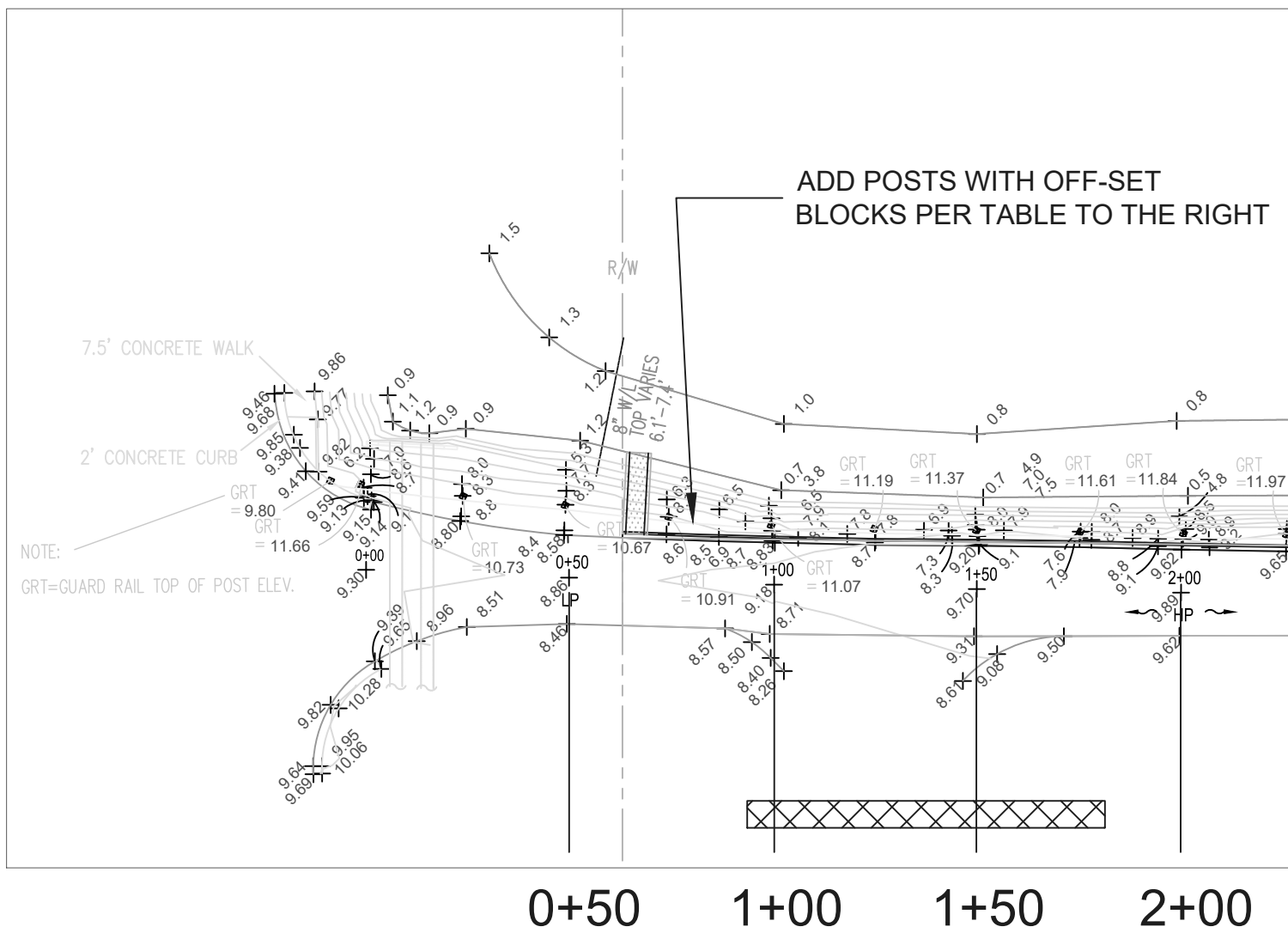
1. FIVE (5) BEAMS WITH MODIFIED TYPE "F" CURB, FOR A TOTAL OF 1,275±LF, WILL BE NEEDED AT STATIONS:
1+00 TO 2+50 - 150±LF
9+25 TO 11+25 - 200±LF
17+75 TO 21+00 - 325±LF
21+00 TO 24+00 - 300±LF
24+00 TO 27+00 - 300±LF
2. EACH BEAM WITH MODIFIED TYPE "F" CURB WILL HAVE THREE (3) 6" SONOTUBE, OR EQUAL, ANCHORS TO A DEPTH OF 36" BELOW BOTTOM OF BEAM.
3. EACH BEAM WITH MODIFIED TYPE "F" CURB WILL HAVE TWO (2) DEFORMED #4 REINFORCEMENT IN THE BOTTOM AND ADDITIONAL TWO (2) DEFORMED #4 REINFORCEMENT AS NEEDED IF THE DEPTH AT BACK OF CURB IS GREATER THAN 1.4 FT.
4. ALL REINFORCEMENT SHALL HAVE A MINIMUM 6" OVERLAP.
5. PORTLAND CEMENT CONCRETE WITH COMPRESSION STRENGTH OF 3,000PSI @ 28 DAYS SHALL BE USED.
6. A 1/2" ISOLATION JOINT SHALL BE INSTALLED AT THE START AND END OF EACH BEAM WITH MODIFIED TYPE "F" CURB AND EVERY 200' OF MODIFIED TYPE "F" CURB. A CONSTRUCTION JOINT SHALL BE CUT EVERY 10' OF BEAM WITH MODIFIED TYPE "F" CURB OR MODIFIED TYPE "F" CURB.



BEAM WITH MODIFIED TYPE "F" CURB AND ANCHOR

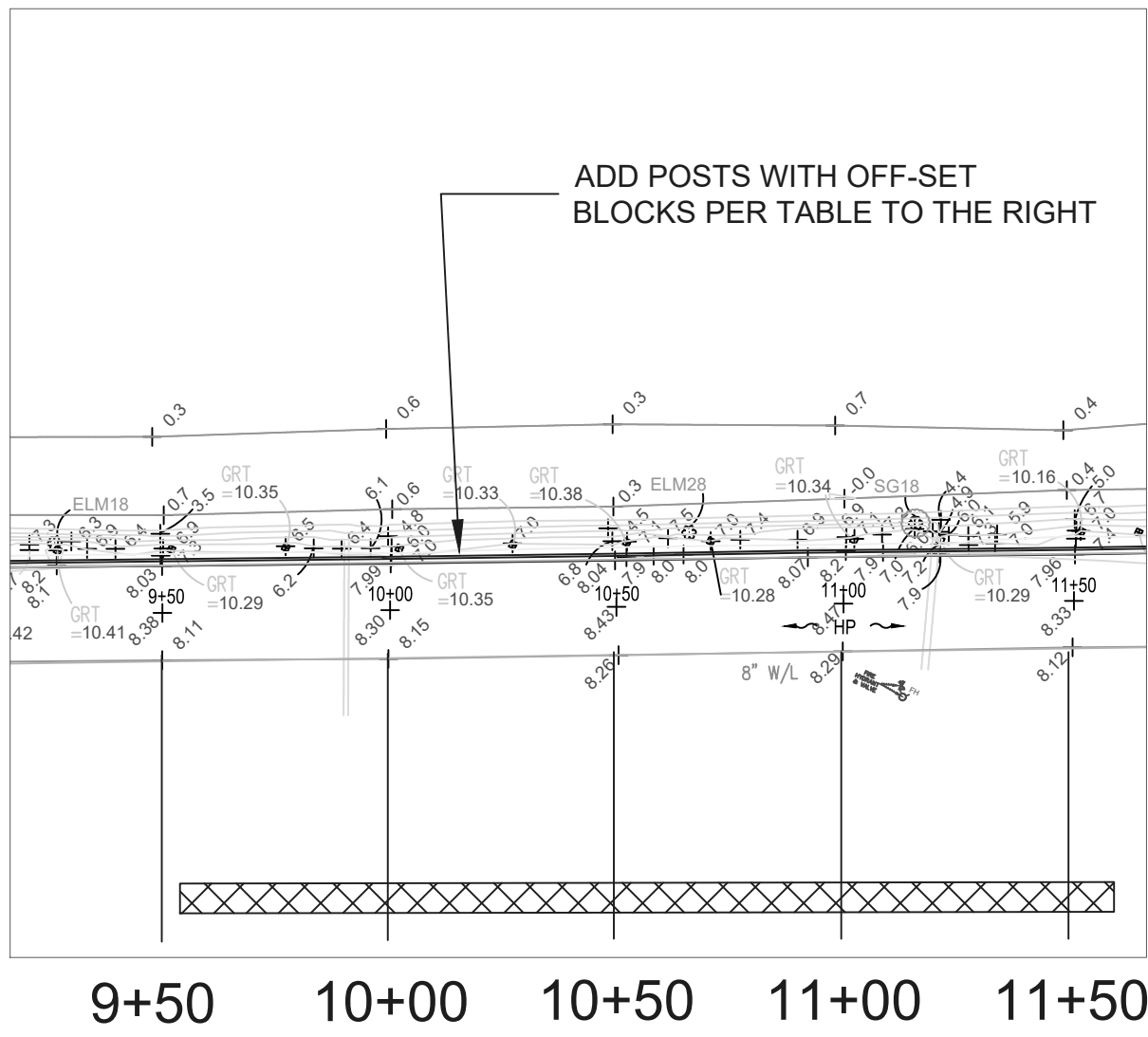


REVISION	
DATE:	ITEM:
JUNOS REED, FLORIDA PE NO. 66408	
CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129	
CONSTRUCTION DETAILS RESURFACE AND RUNOFF MANAGEMENT	
PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	5 OF 8



STATION	POST (FT)
0+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	
+60	
+66	
+75	
+81	
+87	
+93	10
TOTAL	10

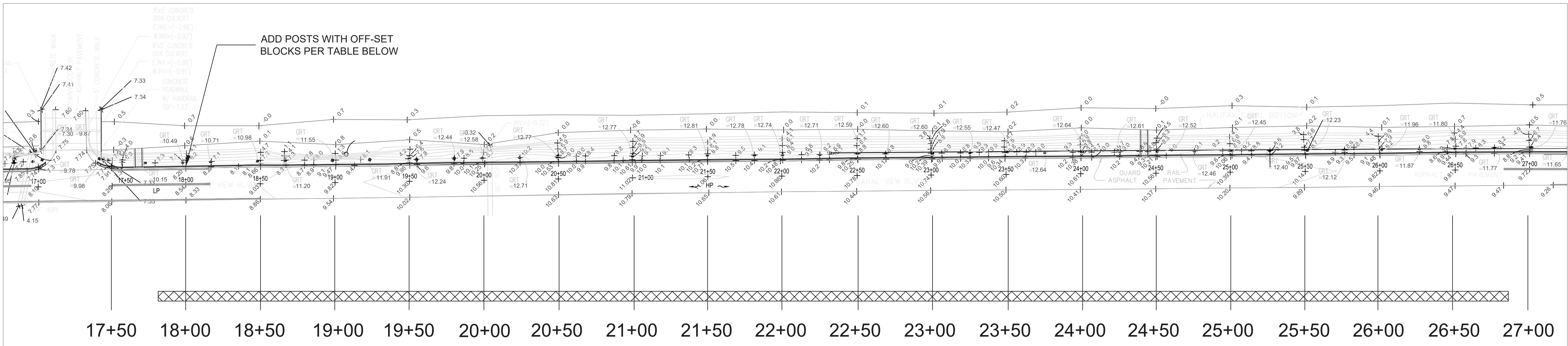
STATION	POST (FT)
1+00	
+03	10
+09	
+15	13
+21	13
+27	13
+33	13
+39	
+45	12
+48	
+54	12
+60	
+66	10
+75	
+81	10
+87	
+93	
TOTAL	106



STATION	POST (FT)
9+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	10
+60	
+66	10
+75	
+81	13
+87	13
+93	13
TOTAL	59

STATION	POST (FT)
10+00	
+03	13
+09	13
+15	13
+21	
+27	10
+33	
+39	10
+45	
+48	10
+54	
+60	10
+66	
+75	10
+81	
+87	10
+93	
TOTAL	99

STATION	POST (FT)
11+00	
+03	10
+09	
+15	10
+21	
+27	10
+33	
+39	10
+45	
+48	10
+54	
+60	10
+66	
+75	
+81	
+87	
+93	
TOTAL	60



STATION	POST (FT)
17+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	
+60	
+66	
+75	
+81	10
+87	
+93	10
TOTAL	20

STATION	POST (FT)
18+00	
+03	
+09	10
+15	
+21	10
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	10
+75	
+81	10
+87	
+93	10
TOTAL	83

STATION	POST (FT)
19+00	
+03	10
+09	
+15	10
+21	
+27	13
+33	13
+39	13
+45	
+48	13
+54	13
+60	13
+66	13
+75	
+81	11
+87	
+93	10
TOTAL	145

STATION	POST (FT)
20+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	11
TOTAL	88

STATION	POST (FT)
21+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	13
+48	13
+54	13
+60	13
+66	
+75	11
+81	
+87	11
+93	
TOTAL	107

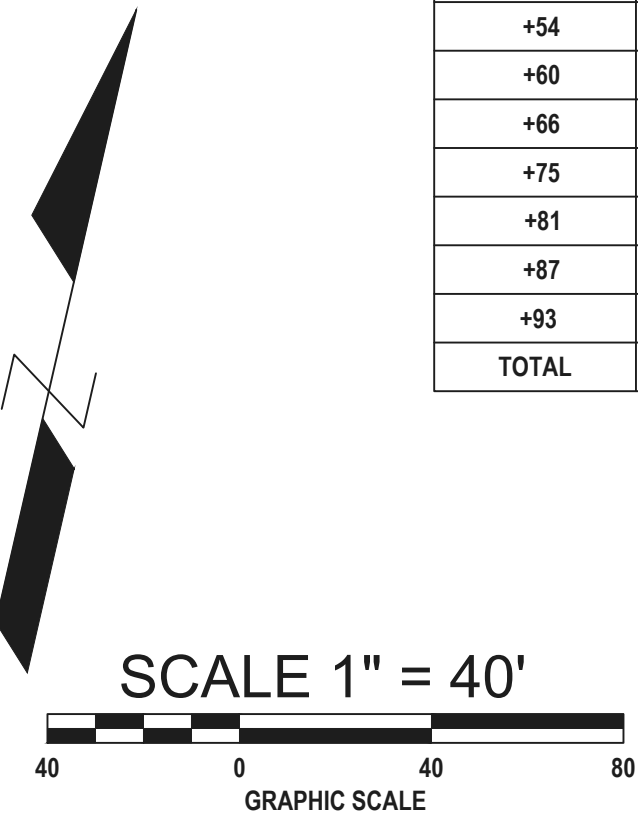
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+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	
TOTAL	77

STATION	POST (FT)
23+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	11
TOTAL	88

STATION	POST (FT)
24+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	13
+48	13
+54	13
+60	13
+66	13
+75	13
+81	
+87	11
+93	
TOTAL	122

STATION	POST (FT)
25+00	
+03	11
+09	
+15	11
+21	
+27	11
+33	
+39	11
+45	
+48	11
+54	
+60	11
+66	
+75	11
+81	
+87	11
+93	
TOTAL	88

STATION	POST (FT)
26+00	
+03	11
+09	
+15	11
+21	
+27	11
+33	
+39	11
+45	
+48	11
+54	
+60	11
+66	
+75	11
+81	
+87	10
+93	
TOTAL	87



NOTE:
REPLACE GENERAL TL-3 W-BEAMS AT STATIONS 13+00, 15+00 AND 18+00, 3EA@12.5±LF
REPLACE OFF-SET BLOCKS AND BOLTS, 12SETS
INSTALL BUTTERFLY BOLT ON BARRIER DEFLECTORS, YELLOW, DOUBLE FACED, AT 25' CC, NOVA ROAD TO DUNLAWTON AVENUE, 4,800±LF, 194EA

REVISION

DATE:	ITEM:

CITY OF PORT ORANGE
1867
FLORIDA

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

GUARD RAIL REPAIR

RESURFACE AND RUNOFF
MANAGEMENT

PROJECT NO:

DATE:

DESIGN BY:

CHECK BY:

DRAWING NUMBER:

6 OF 8

JUNOS REED, FLORIDA PE NO. 66408



STORM PIPE REPLACEMENT



REVISION	
DATE:	ITEM:
 CITY OF PORT ORANGE 1867 FLORIDA CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129 JUNOS REED, FLORIDA PE NO. 66408	
ROADWAY REPAIR	RESURFACE AND RUNOFF MANAGEMENT
PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	
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REVISION	
DATE:	ITEM:

[illegible]

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JUNOS REED, FLORIDA PE NO. 66408

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRE IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS AND ASHRAE AND BRIDGE CONSTRUCTION LATEST EDITIONS AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS LATEST EDITION. 1. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE: A. CLASS II (MINI) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C45, C505, C506, AND C507. ALL RCP JOINTS SHALL BE INTERLOCKING WITH AN ELASTIC GASKET WITH A MINIMUM WIDTH OF 2 1/4" AND A MINIMUM OF 24" OVERLAP SURVEYED WITH PLASTIC OR STAINLESS BANNS. GASKETS ALLOWED ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE REINFORCED EITHER FOR BOTH SIDES OR BOTH TOP AND BOTTOM. B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE), UP TO 10" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 10" DIAMETER, IN ACCORDANCE WITH ASTM F886. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. D. CORRUGATED, SMOOTH INTERIOR WALL, UP TO 10" DIAMETER, IN ACCORDANCE WITH ASTM F199. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING SORETS TO SORECS PIPE UP TO 10" DIAMETER WITH ASTM D-3009. DEPTH OF COVER MEASURED TO THE TOP OF THE PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 12" DERIVATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE STRUCTURAL CAPACITY. THIS DERIVATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS. 3. STORM DRAINAGE STRUCTURES INCLUDING CULVERTS, STORM SEWERS, AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MAXIMUM OF A 25 YEAR, 24 HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS PERFORMED BY THE OWNER. 5. STORM LINTS, MANHOLES, AND CATCH BASINS SHALL EITHER PROVIDE A FLAT OR PRECAST REINFORCED CONCRETE, STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN CONFORMANCE WITH FOOT DRAINAGE INDEX NO. 302. CAST IN PLACE STRUCTURES SHALL HAVE A MINIMUM THICKNESS OF 12" FOR 15" DIAMETER AND 18" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS-BUILT DRAWINGS. 6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3' PER SECOND USING MANNING'S COEFFICIENT OF .013. 7. FOR SITE PLANS, STORM LINT SPACING SHALL BE DESIGNED TO ACEPTANCE LEVEL OF THE RUNOFF FROM A 100 YEAR LIVED DESIGN RAINFALL EVENT. 8. FOR SUBDIVISION PLANS, STORM LINT SPACING, WITH PIPING 15" IN DIAMETER OR LARGER, SHALL BE DESIGNED WITH THE MAXIMUM DENSITY OF 300' BETWEEN LINTS AND/OR CLEAR-OUT JUNCTION BOXES. 9. FOR ROADWAY SECTIONS HAVING A MAXIMUM DENSITY OF 400' BETWEEN LINTS AND/OR CLEAR-OUTS, RESULTING FROM A RAINFALL INTENSITY OF 3" PER HOUR SHALL NOT EXCEED ONE HALF OF THE TRAVEL LANE WIDTH TO THE GUTTER. 10. RETENTION AREA WATER DEPTHS SHALL BE 4" MINIMUM TO 12" MAXIMUM, MEASURED FROM THE NORMAL WATER LEVEL.	FILE NAME STC.DOC STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES REV. 12/18 ST-1
--	---

SECTION A-A

16'x4" (TYP.)
48"
48"
24"
VARIES
36"
66"

SECTION B-B

FILTER FABRIC
RIP RAP OR SAND
CEMENT BAGS
BOTTOM OF RETENTION POND
TOP OF BANK
TRANSITION TO 1' HEIGHT ADJACENT TO ENCASED PAVEMENT
MIN.
4" MIN.

NOTES:

- SPILLWAY TO BE CONCRETE, 2500 PSI AT 28 DAY, 4" THICK FIBERCONCRETE.
- PLACE SOD AT LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER.

STANDARD CONSTRUCTION DETAIL
CONCRETE SPILLWAY

FILE NAME:
S77.DWG
DRAWN BY:
DETAIL REF:
ST-7

REV. 02/18

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE STANDARDS SET FORTH HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISBURSMENT OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE CITY. THE CITY RESERVES THE RIGHT TO REMOVE ANY UNAUTHORIZED LOGGING, BARBERSHOPS AND OTHER PROTECTIVE FENCINGS TO BE LO-CATED AT THE MOUTH OF ANY EXISTING NATIVE TRAILS AT THE EDGE OF THE NATIVE UPRIVER-STORY HABITAT, SPECIFICALLY IS FURTEST.

2. SPECIMEN AND HISTORIC TREES. CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SMALLER TREES SHALL BE IDENTIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. TREES ARE TO BE SET AT THE DRIP LINE OF THE TREES, AS SPECIFIED, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBERSHOPS ARE NOT PERMITTED AS A PROTECTIVE BARRIER.

3. WHERE A CHANGE OF GRADE OCCURS WITHIN THE DRIP LINE OF A SPECIMEN TREE, SITE FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.

4. THE CITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION, BARBERSHOPS AND PROTECTIVE FENCINGS MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT. COMMENCEMENT OF ANY EARTHWORK, INCLUDING PERMANENTLY DRAINING, BEST MANAGEMENT PRACTICES (BMPs) AND/OR ANY OTHER CONSTRUCTION ACTIVITIES THAT MAY DISTURB PROTECTIVE VEGETATION AND/OR EXISTING FLOODING BARRIERS IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN AN EROSION CONTROL PLAN THROUGHOUT THE CONSTRUCTION OF THE PROJECT. THE ENTIRE PROJECT MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO, PERCENTAGE INSPECTED AND MAINTAINED TO MAINTAIN EROSION CONTROL DEVICES. SPECIFIC INFORMATION IN LSC, D-09-0001, SECTION 1, SEC. 5.

5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SITE FENCES SHALL BE INSTALLED (1) TO PROTECT SITE BOUNDARY AND/OR PROPERTY LINES (2) AT THE MOUTH OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) ALONG THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS OF THE CITY THAT BEING RECONSTRUCTED TO BE PROTECTED FROM POTENTIAL FLOODING IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIALS ARE USED TO RECONSTRUCT OR MAINTAIN EXISTING INFRASTRUCTURE. IN ALL INSTANCES, THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS; THE CITY RESERVES THE RIGHT TO IMPROVE UPON THE MINIMUM REQUIREMENTS AS DETERMINED BY THE CITY. THE CITY RESERVES THE RIGHT TO OBTAIN A PORTION OF THE STANDARD REVIEW OF THE SITE-SPECIFIC A/C CLEARANCE PERMIT APPLICATION AND CONDUCT A VISUAL INSPECTION OF THE PROJECT.

6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SITE FENCING AS A TREE PROTECTION MEASURE. IF THE CITY IS NOT INSTALLING A BRANCH PROTECTION SYSTEM, THE CONTRACTOR SHALL BE REQUIRED BY THE CITY IF THE SITE FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN THE FENCE THROUGHOUT THE CONSTRUCTION OF THE PROJECT.

7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MOW ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.

8. THE CITY OF THE RESPONSIBILITY OF THE CONTRACTOR TO TAKE ALL NECESSARY STEPS TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN 14 DAYS OF THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACTIVITY IN CONSTRUCTION. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOIL, AS REQUIRED.

FILE NAME:	M3.DWG
STANDARD CONSTRUCTION DETAIL	
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL	
REV. 12/18	
M3-3	

Technical drawing of a floating turbidity barrier panel. The drawing shows a side view of a rectangular panel with a height of 10 feet. The panel is labeled with the following specifications:

- 18 OZ. NYLON REINFORCED PVC FABRIC (300 PSI) WITH LACING GROMMETS
- 5/8" POLYPRO ROPE (600 LB. BREAKING STRENGTH)
- CLOSED CELL SOLID PLASTIC FOAM FLUTATION (8" DIA. TUBES - 12 LBS. PER FT. BUOYANCY)
- 1/4" GALV. CHAIN

The drawing is divided into two sections:

- D1 - 5 FEET STANDARD SINGLE PANEL FOR DEPTHS 5 FEET OR LESS**
- D2 - 5 FEET STANDARD ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FEET**

The drawing includes a scale bar indicating 10 feet and a detail view of the chain and rope connection.

1. PIPE BEDDING, SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER ASTM D 1585.

2. TRENCH BACKFILL, COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER ASTM D 1585. PIPE BEDDING REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES.

3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH NOTE "A" AND BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.

4. (1) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.

5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.

6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.

7. REFER TO IDWA REQUIREMENTS FOR BLOWING, SPOETING AND BRACING IN EXCAVATIONS.

8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH CITY OF DENVER RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CLOSURE PRECAUTIONS.

9. GRAVITY SEWERS SHALL UTILIZE BEDDING ROCK, EXCEPT UNSUITABLE MATERIAL, EXCEPT BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 15" AND LARGER.

10. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL COVER DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL BE UTILIZING IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

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ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FORT STANARD SPECIFICATIONS FOR ROADWAY DESIGN (LATEST EDITION), THE CITY OF FORT STANARD TRAFFIC DESIGN STANDARDS (LATEST EDITION).

ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SOODED. SEEDING SHALL BE DONE TO A DEPTH OF ONE INCH. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.

THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SLOPE PERCENT GRADES	PROTECTION REQUIRED
0.2% - 1.0%	SEEDING AND MULCHING
1.0% - 4.0%	SOODING
4.0% +	DITCH PAVALING

THE PAYMENT, BARE, AND SUGARSH THICKNESS PRESENTED IN DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL, PUBLIC, STREET AND PRIVATE PARKING LOTS. AREAS SUBJECT TO HEAVY TRAFFIC SUCH AS COLLECTION ROADS AND COMMERCIAL PRIVATE PARKING LOTS, HAVE INCREASED REQUIREMENTS.

THE DEVELOPER SHALL PROVIDE, AT THEIR OWN EXPENSE, A CERTIFIED SOIL ENGINEERING LABORATORY TO FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MANUFACTURING. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT START. INSPECTION IN ORDER TO OBTAIN ACCEPTANCE BY THE CITY.

THE LIMITS OF STABILIZED SUBGRADE SHALL EXTEND TO A 4' DEPTH OF 12" BELOW THE BOTTOM OF THE BASE DOWNWARD TO 12" ABOVE THE CURB.

THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH REACTIVE SILT, SAND-CALK, LEAKPOOF, RECYCLED CONCRETE, SLURRY, OR OTHER MATERIALS AS APPROVED BY THE CITY DESIGNATED SITE INSPECTOR AND A LICENSED SOILS TECHNICIAN.

PARKWAYS SHALL BE STABILIZED TO NO LESS THAN LBRR 40 TO A 12" DEPTH AND COMPACTED TO NO LESS THAN SIXTY SEVEN BEARS ON MOISTURE PROPORTION MAXIMUM DRY TEST PER AASHTO - T98. TESTS FOR SUBGRADE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY.

TEST PITS FOR SUBGRADE SHALL BE STABILIZED TO NO LESS THAN LBRR 40 TO A 12" DEPTH AND COMPACTED TO NO LESS THAN SIXTY SEVEN BEARS ON MOISTURE PROPORTION MAXIMUM DRY TEST PER AASHTO - T98. TESTS FOR SUBGRADE BEARING CAPACITY AND COMPACTION SHALL BE DONE FOR EVERY 600 SQUARE FEET OF STABILIZED AREA OF THE ROADWAY.

BASES FOR ALL STREETS SHALL HAVE A MINIMUM 4" DEPTH FLAMEWALL JAIL (DOT SPECIFICATION SECTION 121) BASES SHALL HAVE A MINIMUM STRENGTH OF 3000 PSI/POND PER SQUARE INCH AT 7 DAYS COMPACTED TO NOT LESS THAN 95% BEARS ON MOISTURE PROPORTION MAXIMUM DRY TEST PER AASHTO - T98. SECTION 270 OF STANDARD FOOT SPECIFICATIONS FOR RIGID BASES SHALL BE BROKEN INTO CATEGORIES (LATEST EDITION). REINFORCED CONCRETE DRIVEWAYS SHALL BE COMPACTED TO SIXTY SEVEN BEARS MAXIMUM DRY TEST PER AASHTO - T98 MOISTURE PROPORTION.

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STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES

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10. FLOWABLE FILT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY THE ENGINEER TO THE CITY'S ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. PREPARATION OF ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

11. MATERIALS USED IN THE CONSTRUCTION OF THE ROADWAY SHALL BE INSPECTED AS REQUIRED BY THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.

12. TESTING OF THE IN-PLACE BASE MATL SHALL BE DONE AT INTERVALS EQUIVALENT TO SURGRADE TESTING. EACH CONSTRUCTIVE PACE IN PLACING ANY ASPHALT SURFACE AND ONE COMPACTION TEST.

13. PORTLAND CEMENT CONCRETE, LIMEPOCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT CAN USE IN PLACE OF FLOWABLE FILT. ALL ROADWAY DESIGNS SHALL BE SUBJECT TO APPROVAL BY THE CITY.

14. BASE COURSES SHALL HAVE LIQUID ASPHALT PRIME COAT APPLIED AT THE APPROPRIATE RATE SPECIFIED IN STANDARD SPECIFICATION 300.7 (LATEST) EXCEPT IF ASPHALT WILT NOT BE INSTALLED WITHIN 48 HOURS OF BASE COURSE IS OPEN TO TRAFFIC.

15. FLOWABLE FILT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOLTS TEST LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICAL REPRESENTATIVE TO BE DETERMINED TO THE POWER DURING FINISHING OR STRENGTH MEASUREMENTS.

16. FLOWABLE FILT BASE COURSES SHALL BE ALLOWED TO CURVE A MINIMUM OF SEVEN (7) DAYS UNLESS THEY ARE TRUCKED FROM PLACING AREA TO STORAGE AREA WHERE THEY ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.

17. RECYCLED CONCRETE CAN BE USED AS A BASE MATERIAL. PROVIDED THE MATERIAL IS A MINIMUM OF 90% COMPOSITION OF CALCIUM AND MAGNESIUM. THIS MATERIAL SHALL BE LIMITED TO MAXIMUM 3% OF WATER SENSITIVE CLAY OR OTHER LIQUID LIMIT SHALL NOT EXCEED 3% AND BE NON-PLASTIC. MATERIAL SHALL BE FREE OF ORGANIC MATTER, FIBERS, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL. A QUANTITY AS IS DETERMINED TO THE POWER DURING FINISHING OR STRENGTH MEASUREMENTS SHALL PASS A #1 sieve AND FOR SUBGRADE APPLICATIONS, AT LEAST 87% BY WEIGHT OF MATERIAL SHALL PASS A #10 sieve.

18. RECYCLED CONCRETE SHALL HAVE A MINIMUM LOSS OF 45 PER LOB LOSSES AFTER VIBRATION. MATERIAL SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, TYPICAL SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.

19. RECYCLED CONCRETE OR LIMESTOCK FOR BASE OR SURGRADE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHEN THE LOWEST ELEVATION OF THE ROADWAY SURGRADE IS A MINIMUM OF .75' ABOVE THE FINISHED GRADE OF THE ADJACENT SIDEWALK OR DRIVEWAY. THE MATERIAL MUST BE APPROVED BY THE CITY ENGINEER AND SUBSEQUENTLY APPROVED BY THE CITY IN AREAS NOT MEETING THESE STANDARDS.

20. CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED UPON THE SITE. TESTING OF SOIL SAMPLES SHALL BE REQUIRED TO DETERMINE THE LOCATION AND DEPTH OF THE LOCATION AND INTERVALS AS REQUIRED FOR LIMESTOCK.

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STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
(CONSTRUCTED)
(CONTINUED)

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9. DESIGN METHODS AND PRODUCTION GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRES IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S ENGINEER FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN 14 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THE INFORMATION SHALL INCLUDE, BUT NOT BE LIMITED TO INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SURGRADE, SUBGRADE, PAVING MATERIALS, AND FILL MATERIALS.

10. ASPHALT BINDER FOR WEARING COURSE HOT MIX AGGREGATES MAY BE VERMION MATERIAL, OR UP TO 20% ASPHALT CEMENT PAVEMENT (RAP) IN ACCORDANCE WITH SPECIFICATION 334 (LATEST EDITION).

11. PRIOR TO PLACEMENT, TIGHT GORTIFIED ASPHALT PLANTS MUST CERTIFY TO THE CITY'S PROJECT ENGINEER THAT ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

12. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED TEST LABORATORY FOR EVERY 2000 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT ASPHALT MIXES MEET THE CITY STANDARD SPECIFICATIONS.

13. FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONFORM TO, AS A MINIMUM, A COMPACTION TEST, ASPHALT PAVEMENT SHALL BE COMPACTED TO 98% DENSITY PER FM-1-723E (METHOD B), NUCLEAR DENSITY TEST, "BACKSCATTER METHOD" AND/OR MINIMUM PER MAXIMUM VOIDLESS SPECIFIC GRAVITY.

14. IN ADDITION TO THE FIELD DENSITY TESTS THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOIL ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DETERMINE THE LOCATIONS OF THE TESTS AND LOCATIONS.

15. THE ROADWAY CROWN SHALL BE STAGED TO PROVIDE A DRAINAGE SLOPE OF 1/4" PER FOOT SLOPE.

16. ALL ROADWAYS, DRIVEWAYS, CURBS AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 2.0% FOR THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS, AT A MINIMUM, SEVERAL ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND AT 100' INTERVALS ALONG THE ROADWAY PROFILE (ON) BOTH THE DESIGN PLANS AND AS-BUILT DRAWINGS.

17. THE FINISHED PAVEMENT ELEV SHALL BE THE QUARTER (1/4") ABOVE THE ADJACENT CONCRETE CURBS FOR GUTTERS COLLECTING AND CONVEYING STORMWATER.

18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONCRETE.

19. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SMALLER CONCRETE AREAS SHALL BE SAW CUT WITHIN THREE (3) FEET OF THE CURB OR PAVEMENT EDGE. THE SAW CUTS SHALL BE MADE AT 10' INTERVALS. THE TOTAL DEPTH OF CUTOFF SHALL BE 1/2" - 1/2", WHICHEVER IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, RADIOUS POINTS, DRIVEWAYS, AND ADJACENT DRIVEWAYS. THE SAW CUTS WITHIN A PAVEMENT JOINT OR MATERIAL IS REQUIRED TO BE NOTED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF THE H-ENDED FEET (500') AND SHALL BE 1/2" IN WIDTH.

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STANDARD CONSTRUCTION DETAIL	
ROADWAY PAVEMENT, CURBS, SIDEWALKS AND CONSTRUCTION NOTES	
(CONTINUED)	
JUL 12/18	

29. THE FOLLOWING SYMBOLS SHALL BE CUT IN THE CURB TO MARK LOCATION OF SERVICES:

SYMBOL	SERVICE
	SEWER
	RECLAIMED WATER
	POTABLE WATER
	VALVE - POTABLE WATER

30. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN FOR EVERY SEVENTY-FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. 1 CYLINDER WILL BE TESTED IN 14 DAYS, 1 IN 28 DAYS AND 1 SHALL BE RETAINED FOR 1 YEAR. RESULTS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.

31. A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST THIRTY (30) CUBIC YARDS OF CONCRETE. THEREAFTER, SLUMP TESTS SHALL BE REQUIRED FOR EVERY THIRTY (30) CUBIC YARDS OF CONCRETE, OR FRACTION THEREOF, WITH COPIES OF THE RESULTS PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR. THE SLUMP TEST SHALL MEET THE REQUIRED MAX DESIGN ON EACH LOAD DELIVERED.

32. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. 6" WIDE FORD LINE SHALL BE INSTALLED WHERE NO CURB IS PRESENT. CONTAINING CURB SHALL BE INSTALLED WHERE REQUIRED. THE CITY OF COLLETON HAS ALTERNATE ROADWAYS, COUNTY ROADS, STATE HIGHWAYS AND ALONG LOCAL ROADS IN THE VICINITY OF YOUR INTERSECTION WITH THE ABOVE-MENTIONED ROADWAYS.

33. A FOOT APPLIED 30" STOP SON AND A 24" WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS.

34. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS SHALL BE PLACED AS NOTED AND SHOWN ON THE STANDARD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE OF TRAFFIC (MUTCD) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR WHOSE JOB DESCRIPTION HOLDS A CURRENT FDOT CERTIFICATION IN TEMPORARY TRAFFIC CONTROL. COMMENSURATE WITH THEIR LEVEL OF RESPONSIBILITY (EX. FLAGGER, INTERMEDIATE, ADVANCED).

35. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES, STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING, BUT NOT LIMITED TO, TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS.

36. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS TO TRY TO PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.

37. FOUR FOOT (4') SIDE WALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS.

38. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ALL OTHERS AND OTHER SELECTED HIGHWAYS AS DIRECTED BY THE CITY.

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DETAILS
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39.	STANDARD TURNING RADII FOR INTERSECTIONS: RESIDENTIAL STREET INTERSECTING STATE OR COUNTY ROADS OR MAJOR INTERCHANGES WITH THE CITY CITY STREETS INTERSECTING ENTRANCES TO COMMERCIAL SITES INTERSECTIONS INTERIOR IN SUBDIVISIONS	35-50 FEET 50 FEET 50 FEET 50 FEET
40.	NOTE: SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DETERMINE THAT LAUNDER RACKS ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LAUNDER RACK SHALL APPLY.	
41.	STANDARD TURNING RADII AND WIDTHS OF ACCESS ROADS FOR SITE PLANS (NOT SUBDIVISIONS) SHALL BE IN ACCORDANCE WITH LDC CH. 12, SEC. 300.	
42.	CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.	
43.	ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD FOR THE TYPE OF WORK THAT THEY PERFORM.	
44.	ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS AND UTILITIES SHALL BE THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AND REGISTERED WITH VOLUSIA COUNTY. THE LICENSE AND REGISTRATION SHALL PERTAIN TO THE TYPE OF WORK BEING PERFORMED.	
45.	EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.	
46.	MINIMUM UTILITY DEPTHS: POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER MAINS HIGH VOLTAGE SUCH AS POWER FEEDER, SERVICE, AND DROPS LOW VOLTAGE SUCH AS PHASE AND GROUND CABLE FOR FEEDER AND SERVICE LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV FOR DROPS	36 INCHES 30 INCHES 18 INCHES 12 INCHES
	NOTE: IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 36" FROM FINISHED GRADE TO THE TOP OF COVER FOR POTABLE WATER, SANITARY SEWER, AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET BY A UNSATURATED CONCRETE PIPE, A 36" DEPTH OF COVER SHALL BE MAINTAINED FOR ALL CLASS 500 OR CONCRETE DISCREMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT.	
47.	STORMWATER LINES SHALL BE SIZED TO THE DESIGN FLOODPLAIN CAPACITIES RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO ENLARGE POTENTIAL CONFLICTS.	

TRENCH WORK RESTORATION

CONCRETE PAVEMENT ASPHALTIC PAVEMENT

REPLACE PAVEMENT WITH 3,000 PSI EARLY-STRENGTH CONCRETE

EXISTING CONCRETE-PAVEMENT

SURFACE JOINT TO BE MECHANICALLY SAWCUT

TRENCH WALL

UTILITY PIPE

TRENCH WIDTH (W) = PIPE DIAMETER + 24"

MONOLITHIC SLAB

60" MIN

18" MIN

(W)/2+24"

48" MIN

EXISTING SUBGRADE

EXISTING ASPHALT CONC. SURFACE

SURFACE REPLACEMENT TO BE 1-1/2" SUPERE ASPHALT CONCRETE SP-9.5 OVER OAT AND 1" SP-9.5 AT OVERLAY

SUBGRADE

COMPACTED FILL

ROADWAY SURFACE RESTORATION

SAW CUT AND TACK COAT EDGE

EXISTING ASPHALT

EXISTING BASE

EXISTING SUBGRADE

NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/40" AND VALVE BOXES/40", AND SIMILAR APPROPRIANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.

3. REPLACEMENT BASE MATERIAL TO BE UNBROKEN OR RECYCLED CONCRETE. BASE AND ANY SUBGRADE TO BE COMPACTED TO 98% DENSITY BASED ON ASHTO T-180 MODIFIED PROCTOR TEST.

4. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 5 DAYS.



STANDARD CONSTRUCTION DETAIL

PAVEMENT RESTORATION

FILE NAME:
R13.DWG

DETAIL REF:
R-13

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SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

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Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis- Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further

payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. **Contract termination and debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of HUD Provisions

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Superseded General Decision Number: FL20200191

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0915-004 12/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 30.84	40%+\$0.35

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00

OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

der of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue,
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

EXHIBIT "2"

Payment and Performance Bond

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: GPS Civil Construction, Inc.
Principal Business Address: 939 South Ridgewood Avenue
Daytona Beach, Florida 32114
Contact Person: Gregory Schlaffer, President
Phone Number: (386) 872-5811

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: \$492,900.00 **City Case/Project No.** ITB 21-10 Canal View Boulevard Runoff Management
and Guardrail Repair

Description of Work: ITB 21-10 Canal View Boulevard Runoff Management and Guardrail Repair

Project Location: The 2,938 Linear Feet of Canal View Boulevard, from Nova Road, toward Spruce Creek Road, within City of Port Orange, Volusia County, Florida

Legal Description: The 2,938 Linear Feet of Canal View Boulevard, from Nova Road, toward Spruce Creek Road, within City of Port Orange, Volusia County, Florida City of Port Orange, Volusia County, Florida

Front Page

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

ITB 21-10 Canal View Boulevard Runoff Management and Guardrail Repair

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, **GPS CIVIL CONSTRUCTION, 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 **FOUR HUNDRED NINETY-TWO THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$492,900.00)**, 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 Canal View Boulevard Runoff Management and Guardrail Repair, 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 255.05(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 shall be deemed an original, this _____, day of _____, 2021.

Attest:

GPS CIVIL CONSTRUCTION, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Gregory Schlaffer, President

(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.



NOTICE OF INTENT TO AWARD

ITB # 21-10

CANAL VIEW BLVD RUNOFF MANAGEMENT AND GUARDRAIL REPAIRS

July 26, 2021

On July 15, 2021, Purchasing received three (3) bid submittals for ITB # 21-10 Canal View Blvd Runoff Management and Guardrail Repairs.

After review of the responses, City Staff has made a recommendation to award to the following firm:

GPS Civil Construction, Inc.

This recommendation of award will be presented to City Council for approval on or about September 7, 2021. Interested parties may review the City Council agenda at <https://www.port-orange.org/>

Joseph Castro
Buyer



ITB 21-10 CANAL VIEW BLVD RUNOFF MANAGEMENT AND GUARDRAIL REPAIRS
BID TABULATION
OPENING DATE/TIME July 15, 2021 @ 2:30PM

Required Forms Submitted:	YES
Responsive Bidder:	YES

Required Forms Submitted:	YES	
Responsive Bidder:	YES	

GPS CIVIL CONSTRUCTION, INC.						HALIFAX PAVING INC.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST	ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID						BASE BID					
1	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00	1	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00
2	PRE-CONSTRUCTION VIDEO	LS	1	\$ 1,500.00	\$ 1,500.00	2	PRE-CONSTRUCTION VIDEO	LS	1	\$ 3,000.00	\$ 3,000.00
3	EROSION CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	3	EROSION CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00
4	CLEARING AND GRUBBING	LS	1	\$ 115,000.00	\$ 115,000.00	4	CLEARING AND GRUBBING	LS	1	\$ 30,000.00	\$ 30,000.00
5	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	5	MAINTENANCE OF TRAFFIC	LS	1	\$ 65,000.00	\$ 65,000.00
6	MODIFIED TYPE "F" CURB	LF	1,800	\$ 15.00	\$ 27,000.00	6	MODIFIED TYPE "F" CURB	LF	1,800	\$ 17.50	\$ 31,500.00
7	MODIFIED TYPE "F" CURB AND BEAM	LF	1,300	\$ 38.00	\$ 49,400.00	7	MODIFIED TYPE "F" CURB AND BEAM	LF	1,300	\$ 34.00	\$ 44,200.00
8	CONCRETE SPILLWAYS	EA	8	\$ 2,500.00	\$ 20,000.00	8	CONCRETE SPILLWAYS	EA	8	\$ 2,000.00	\$ 16,000.00
9	CONSTRUCT DRAINAGE PIPE - 18" CORRUGATED HDPE	LF	50	\$ 130.00	\$ 6,500.00	9	CONSTRUCT DRAINAGE PIPE - 18" CORRUGATED HDPE	LF	50	\$ 200.00	\$ 10,000.00
10	CONSTRUCT DRAINAGE STRUCTURES - 18" MES	EA	2	\$ 2,500.00	\$ 5,000.00	10	CONSTRUCT DRAINAGE STRUCTURES - 18" MES	EA	2	\$ 3,000.00	\$ 6,000.00
11	GUARDRAIL REPAIRS AND REPLACEMENT	LS	1	\$ 70,000.00	\$ 70,000.00	11	GUARDRAIL REPAIRS AND REPLACEMENT	LS	1	\$ 65,000.00	\$ 65,000.00
12	MILL AND RESURFACE ASPHALTIC CONCRETE	SY	7,000	\$ 19.00	\$ 133,000.00	12	MILL AND RESURFACE ASPHALTIC CONCRETE	SY	7,000	\$ 18.65	\$ 130,550.00
13	FURNISH AND INSTALL SOD	LS	1	\$ 500.00	\$ 500.00	13	FURNISH AND INSTALL SOD	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID:				\$ 492,900.00		TOTAL BASE BID:				\$ 493,750.00	

Required Forms Submitted:	YES
Responsive Bidder:	YES

P&S PAVING INC.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	LS	1	\$ 49,000.00	\$ 49,000.00
2	PRE-CONSTRUCTION VIDEO	LS	1	\$ 2,400.00	\$ 2,400.00
3	EROSION CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00
4	CLEARING AND GRUBBING	LS	1	\$ 69,000.00	\$ 69,000.00
5	MAINTENANCE OF TRAFFIC	LS	1	\$ 80,592.00	\$ 80,592.00
6	MODIFIED TYPE "F" CURB	LF	1,800	\$ 18.00	\$ 32,400.00
7	MODIFIED TYPE "F" CURB AND BEAM	LF	1,300	\$ 37.00	\$ 48,100.00
8	CONCRETE SPILLWAYS	EA	8	\$ 2,000.00	\$ 16,000.00
9	CONSTRUCT DRAINAGE PIPE - 18" CORRUGATED HDPE	LF	50	\$ 224.00	\$ 11,200.00
10	CONSTRUCT DRAINAGE STRUCTURES - 18" MES	EA	2	\$ 2,400.00	\$ 4,800.00
11	GUARDRAIL REPAIRS AND REPLACEMENT	LS	1	\$ 68,000.00	\$ 68,000.00
12	MILL AND RESURFACE ASPHALTIC CONCRETE	SY	7,000	\$ 14.00	\$ 98,000.00
13	FURNISH AND INSTALL SOD	LS	1	\$ 14,000.00	\$ 14,000.00
TOTAL BASE BID:				\$ 495,492.00	

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS.

GPS

Dayton Beach, FL

Form 7.1 Bid Submittal Checklist	YES
Form 7.2 – Bidder’s Acknowledgement Form	YES
Form 7.3 – Addendum and Change Order Procedure Acknowledgement	YES
Form 7.4 – Drug Free Preference Statement	YES
Form 7.5 – Public Entity Crimes Statement	Item 6/7
Form 7.6 – Anti-Collusion Form	YES
Form 7.7– Authorized Signatures/Negotiators	YES
Form 7.8 – Statement of Bider's Qualifications	F, L,M, N
Form 7.9 – Professional References for Previous Experience	page 2
Form 7.10 – List of Subcontractors	YES
Form 7.11 - Certificate as to Corporate Principal	YES
Form 7.12 - Certification Regarding Debarment	YES
Form 7.13 - E-Verify Affidavit	YES
Bid Cost/Fee Proposal	YES
Bid Bond	YES
Copy of License (Contractor, Sunbiz, etc.)	YES
Submission if one (1) original maked "Original" and one (1) digital (CD or flash drive version in PDF Format	YES

[illegible]

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings

ITB #21-10

CANAL VIEW BLVD RUNOFF MANAGEMENT AND GUARDRAIL REPAIRS

Drawings can be found on the City of Port Orange website. See link for attachment of documents:

<https://www.port-orange.org/bids.aspx>

**"Attachment A" ITB 21-10 Bid Set - Drawings for CANAL VIEW BLVD RUNOFF MANAGEMENT AND
GUARDRAIL REPAIRS**



City of Port Orange Purchasing Division

Prepared by: Michael Hall, Purchasing Agent

Release Date: June 10, 2021

Bid Due Date & Time: July 15, 2021 @ 2:30 PM

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org

CANAL VIEW BOULEVARD RESURFACE AND
RUNOFF MANAGEMENT
SECTION 37 TOWNSHIP 16S RANGE 33E
PORT ORANGE, FLORIDA
MARCH 22, 2021

SCOPE IS TO RESURFACE ROADWAY,
MANAGE STORMWATER RUNOFF TO
HALIFAX CANAL WITH CURBING AND
SPILLWAYS AND INSTALL ADDITIONAL
GUARDRAIL POSTS AT ERODED AREAS

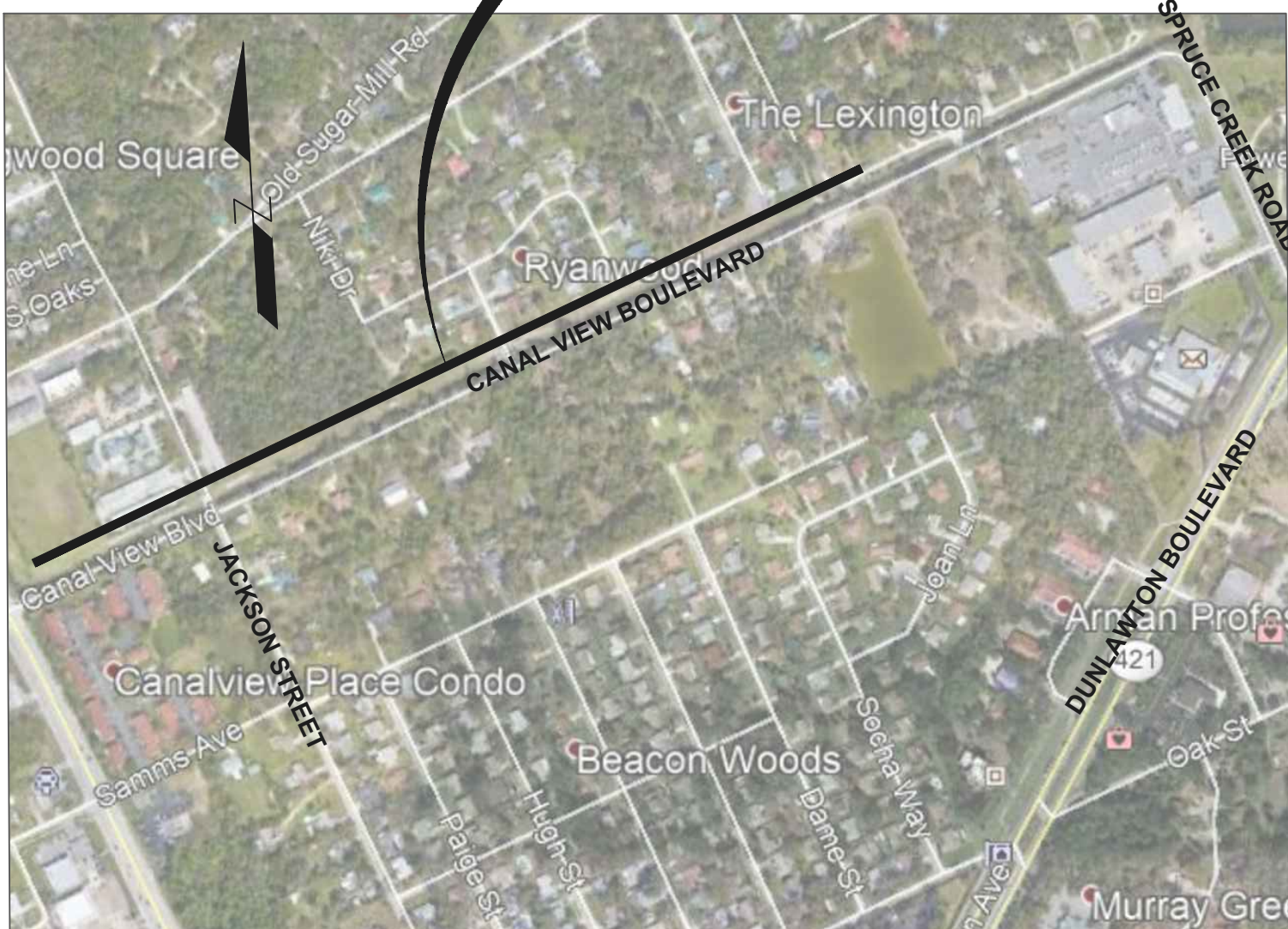
CITY OF PORT ORANGE CONTACTS

RONNY BUTTRUM, DEPUTY DIRECTOR, PUBLIC WORKS, 386/506-5584
JUNOS REED, ENGINEERING MANAGER 386/506-5754
RICHARD COLBY, PROJECT MANAGER, UTILITIES 386/506-5460
ALEX POPOVIC, ENGINEER, PUBLIC WORKS 386/506-5572

CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS

ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD
CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY
COUNCIL. ANY DEVIATIONS FROM THE ADOPTED STANDARDS SHALL BE
CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF
INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED
STANDARDS SHALL APPLY.

2,938LF OF CANAL VIEW BOULEVARD
NOVA ROAD TOWARD SPRUCE CREEK ROAD
PORT ORANGE, VOLUSIA COUNTY
LAT 29.08.16 LONG 81.00.19



SITE LOCATION MAP

1" = 500'

INSTALL 1,631±LF OF MODIFIED TYPE "F" CURB, 1,275±LF OF
BEAM WITH MODIFIED TYPE "F" CURB AND ANCHOR, 9
SPILLWAYS, 180±SY OF CONCRETE, 700±SF OF SOD,
1,240±LF OF GUARDRAIL BEAMS, REPLACE 30±LF OF
STORM PIPE, RESURFACE 6,900±SY OF ASPHALTIC
PAVEMENT AND RE-STRIPE



WORK AREA (LOOKING EAST FROM NOVA ROAD), NTS



SHEET INDEX	
1.	COVER
2.	NOTES
3.	SITE PLAN
4.	BEAM WITH CURB PLAN AND PROFILE
5.	CONSTRUCTION DETAILS
6.	GUARD RAIL REPAIR
7.	ROADWAY REPAIR
8.	STANDARD DETAILS

REVISION	
DATE:	ITEM:

JUNOS REED, FLORIDA PE NO. 66408



CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

COVER
RESURFACE AND RUNOFF
MANAGEMENT

PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	1 OF 8

CONSTRUCTION NOTES

1. CITY GOVERNING SPECIFICATIONS: CITY OF PORT ORANGE LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORANGE INSPECTOR.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. THE CITY WILL NOT BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING, ACCORDINGLY.
3. THESE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
4. THE CITY ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
5. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
6. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
7. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
8. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE CITY.
9. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY- EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
10. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE CITY PRIOR TO THE RELEASE OF FINAL PAYMENT. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
12. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
13. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
14. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
15. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
16. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
17. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
18. ALL PAVEMENT STRIPPING WILL BE THERMOPLASTIC.

SITE PREPARATION FOR PAVEMENT

1. PRIOR TO CONSTRUCTION, THE LOCATION OF EXISTING UNDERGROUND UTILITY LINES WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED. PROVISIONS SHOULD BE MADE TO RELOCATE INTERFERING UTILITIES TO APPROPRIATE LOCATIONS. IT SHOULD BE NOTED THAT IF UNDERGROUND PIPES ARE NOT PROPERLY REMOVED OR PLUGGED, THEY MAY SERVE AS CONDUITS FOR SUBSURFACE EROSION WHICH MAY SUBSEQUENTLY LEAD TO EXCESSIVE SETTLEMENT OF THE OVERLYING STRUCTURES.
2. SHOULD THE SOILS EXPERIENCE PUMPING AND SOIL STRENGTH LOSS DURING THE INSTALLATION AND COMPACTION OPERATIONS, COMPACTION WORK SHOULD BE IMMEDIATELY TERMINATED AND (1) THE DISTURBED SOILS REMOVED AND BACKFILLED WITH DRY STRUCTURAL FILL SOILS WHICH ARE THEN COMPACTED, OR (2) THE EXCESS MOISTURE CONTENT WITHIN THE DISTURBED SOILS IS ALLOWED TO DISSIPATE BEFORE RE-COMPACTING.
3. TEST THE COMPACTED SURFACE FOR COMPLIANCE AT A MINIMUM OF ONE (1) LOCATION PER 10,000 SQUARE FEET WITHIN THE PAVEMENT AREA (MINIMUM 3 LOCATIONS).
4. PLACE THE COMPACT BACKFILL MATERIAL AS REQUIRED. THE FILL SHALL CONSIST OF "CLEAN" FINE SAND WITH LESS THAN 5 PERCENT SOIL FINES. PLACE FILL IN UNIFORM 10 TO 12-INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DENSITY WITH THE EXCEPTION THAT DENSITIES OF AT LEAST 98 PERCENT PERCENT SHALL BE OBTAINED WITHIN THE UPPER ONE FOOT BELOW BASE COURSE. COMPACTED SOILS SHALL EXHIBIT MOISTURE CONTENT WITHIN 2 PERCENT OF THE SOILS OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557). IF LIGHT EQUIPMENT IS USED, THEN THE LIFT THICKNESS SHALL BE REDUCED TO 8-INCH THICK LIFTS.
5. PERFORM COMPLIANCE TESTS WITHIN EACH LIFT OR FILL AT A FREQUENCY OF NOT LESS THAN ONE TEST PER 10,000 SQUARE FEET OF PAVEMENT AREA (MINIMUM 3 LOCATIONS).

DEMOLITION AND SWPPP NOTES

1. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
3. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. MOT DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE THE CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
5. EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
6. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES..
8. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.03(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

LAND ALTERATION / TREE PRESERVATION NOTES:

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 36-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.

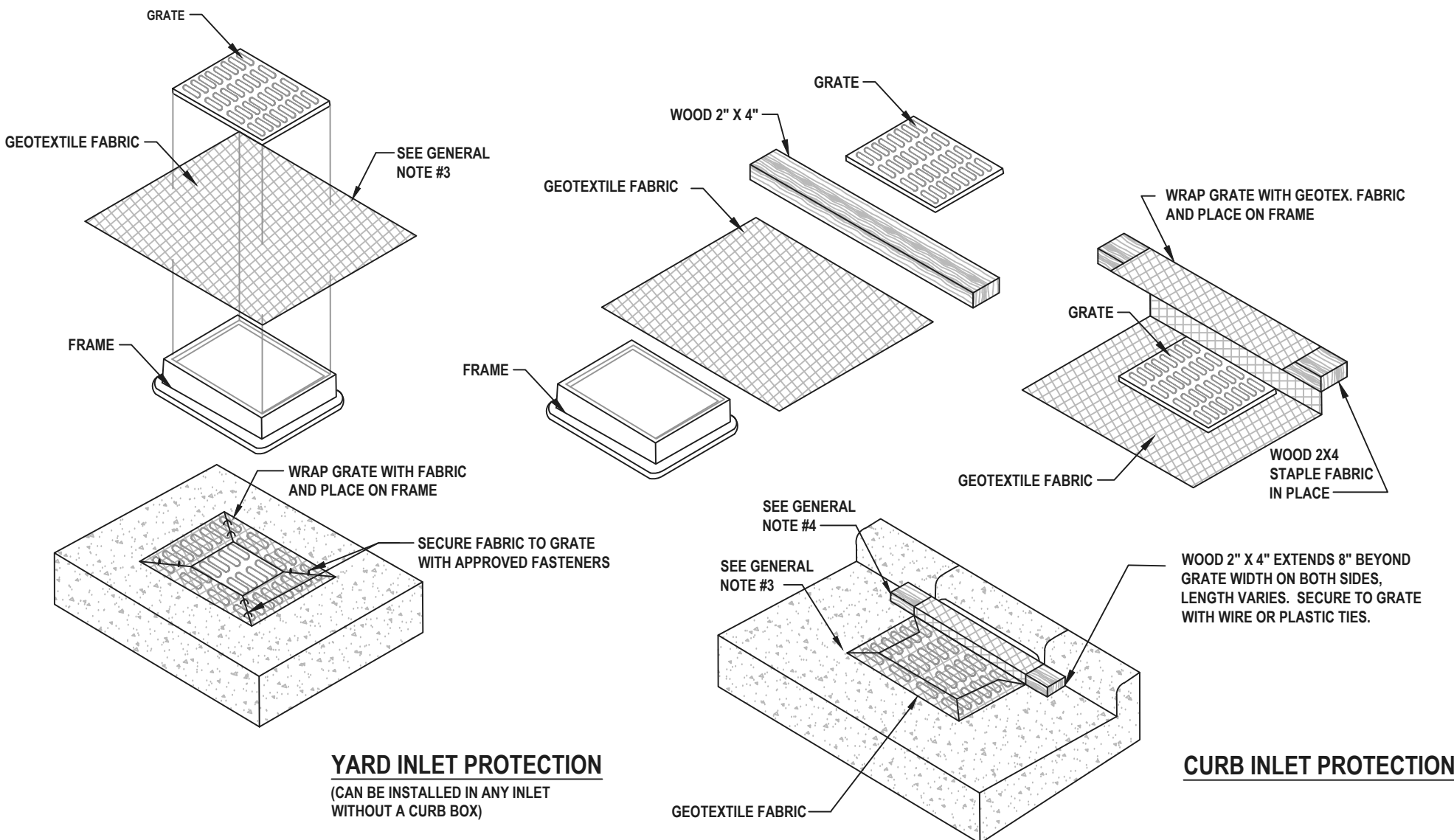
DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. STORM PIPES SHALL BE REINFORCED CONCRETE PIPE (RCP) OR CORRUGATED PLASTIC PIPE (CPP).
3. THE CONTRACTOR SHALL PROVIDE COPIES OF SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE CITY FOR PRIOR ORDER.
4. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
5. ALL CONNECTIONS BETWEEN STORM PIPES AND STORM STRUCTURES, RETROFIT OR NEW, SHALL BE WATER TIGHT.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL NEW DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE TRAFFIC RATED.

EROSION CONTROL NOTES

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

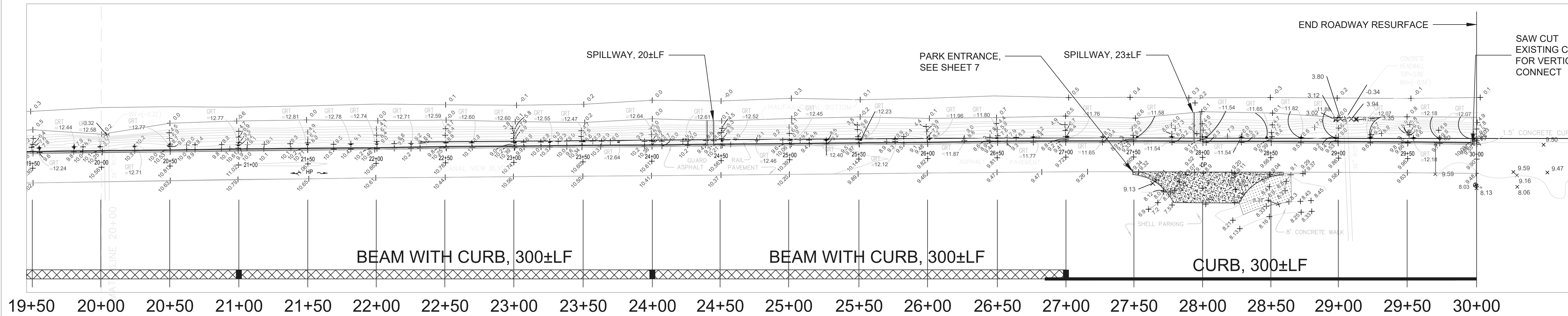
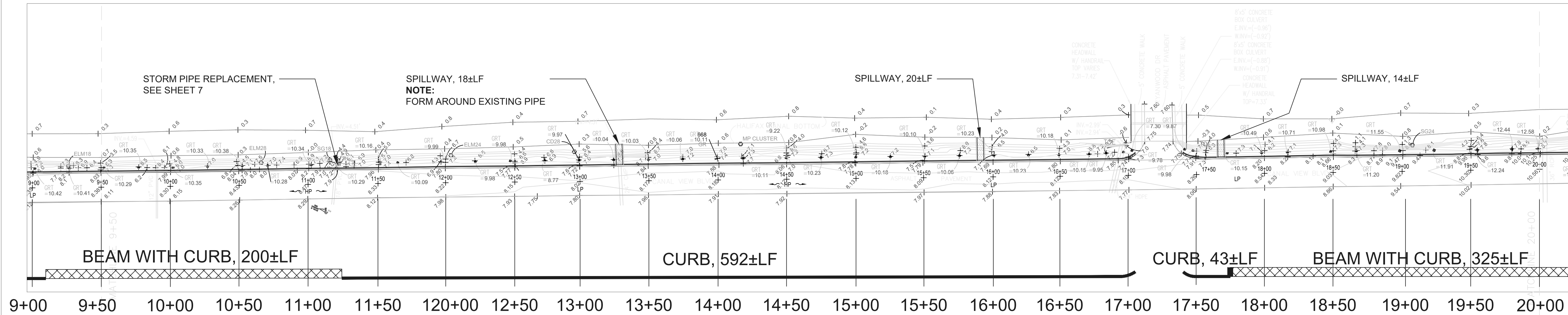
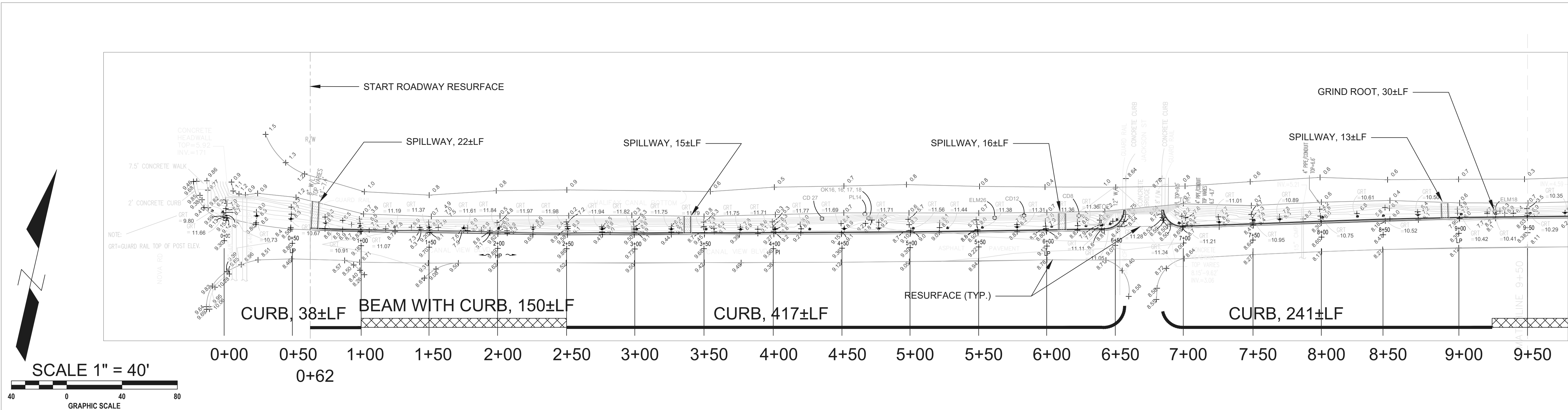
GEOTEXTILE FABRIC INLET PROTECTION



GENERAL NOTES:

1. GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 111F. ALTERNATIVES INCLUDE APPROVED EQUAL ASTM D4491 OR 100 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
3. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
4. FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
5. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
6. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

REVISION	
DATE:	ITEM:
JUNOS REED, FLORIDA PE NO. 66408	
 CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129	
NOTES	PROJECT NO:
	DATE:
	DESIGN BY:
	CHECK BY:
	DRAWING NUMBER:
2 OF 8	
RESURFACE AND RUNOFF MANAGEMENT	



REVISION	
DATE:	ITEM:

JUNOS REED, FLORIDA PE NO. 66408

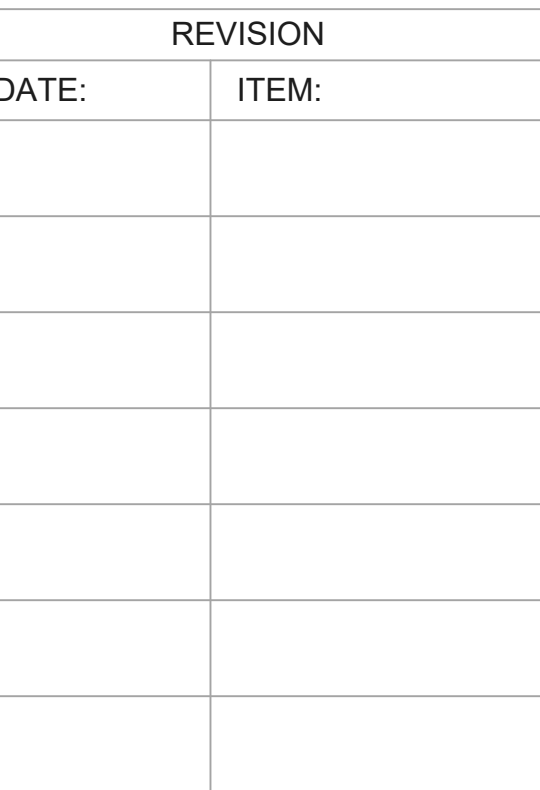
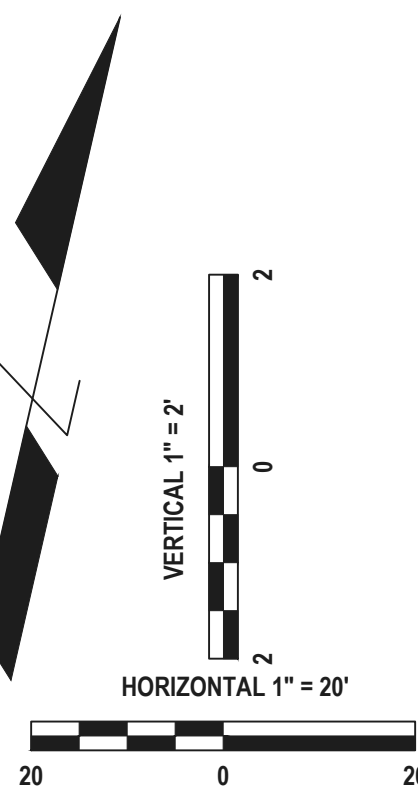
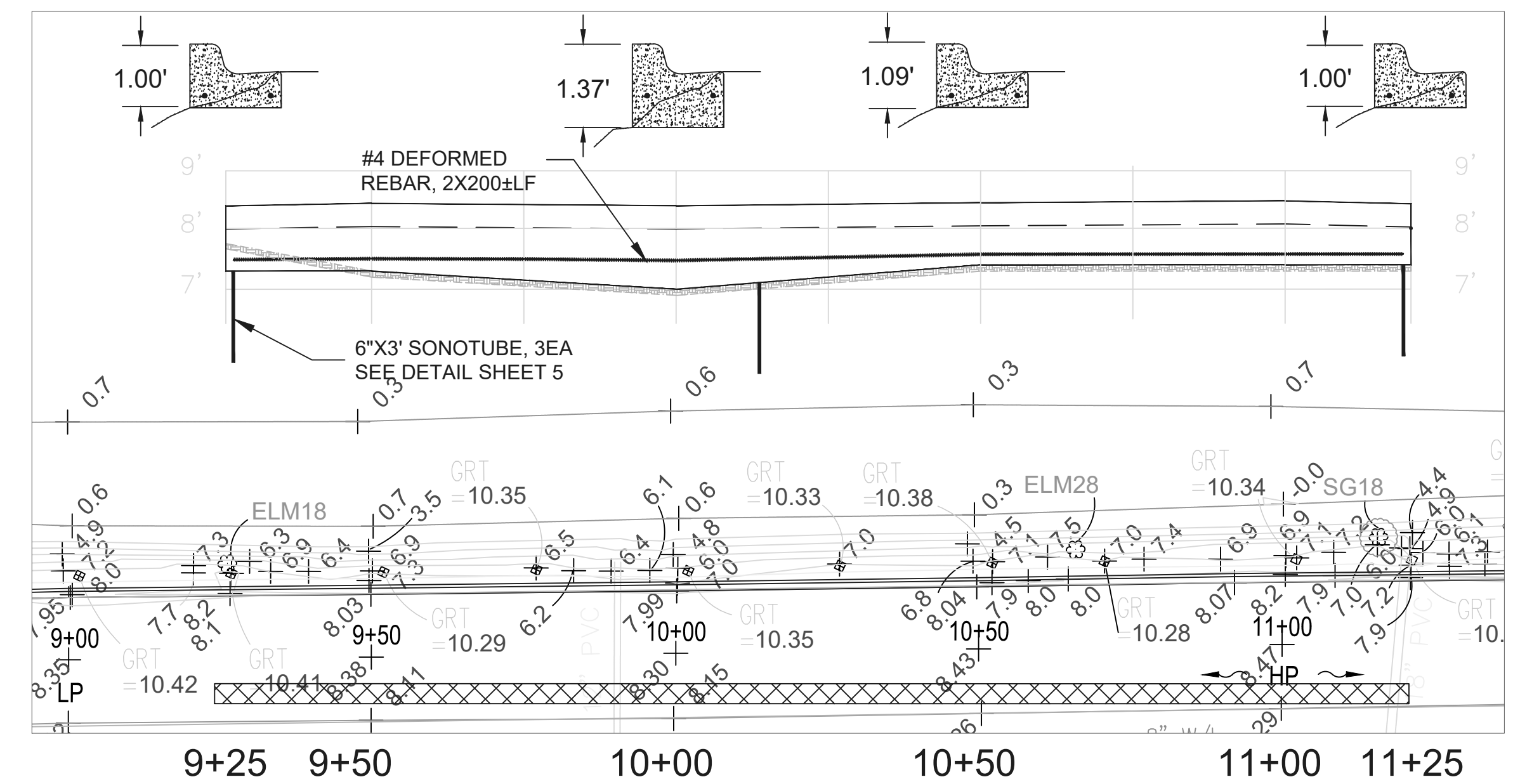


CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

SITE PLAN

**RESURFACE AND RUNOFF
MANAGEMENT**

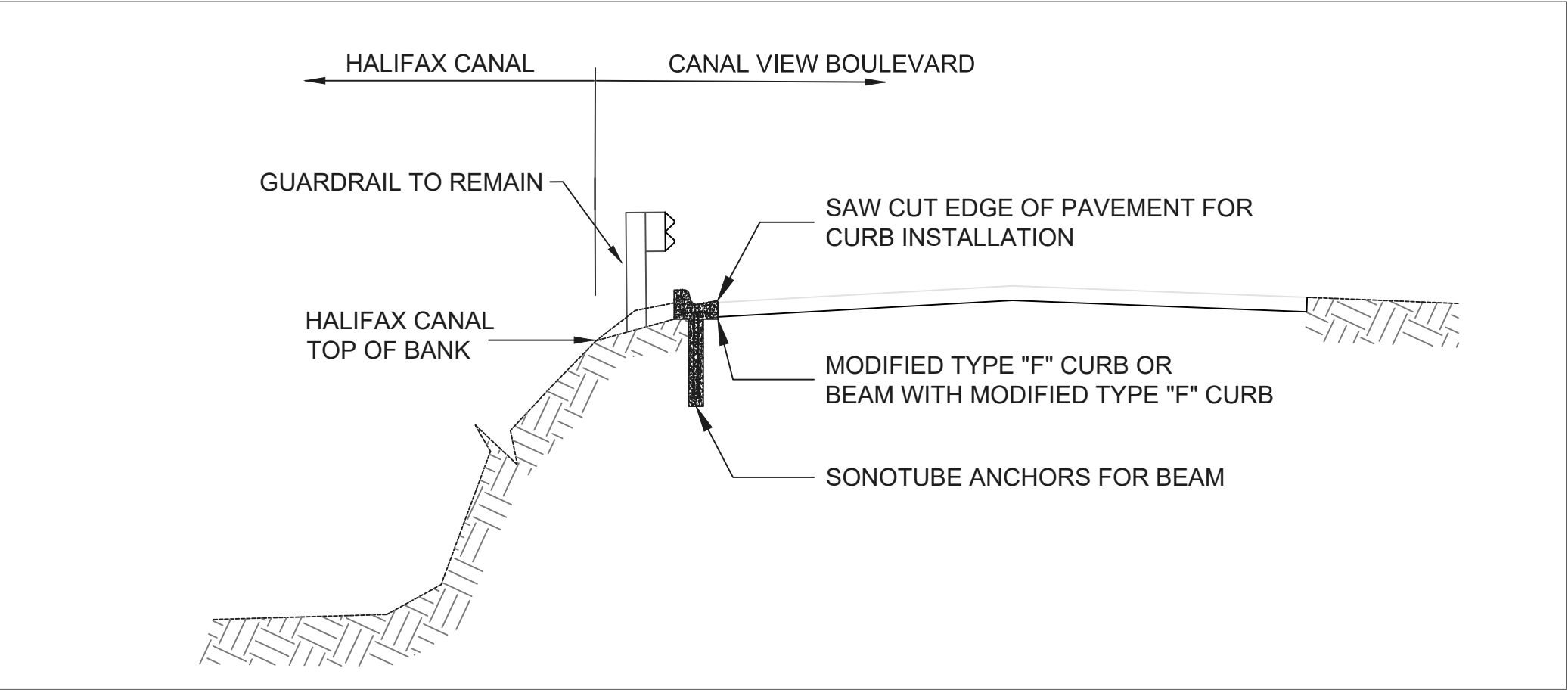
PROJECT NO:
DATE:
DESIGN BY:
CHECK BY:
DRAWING NUMBER:
3 OF 8



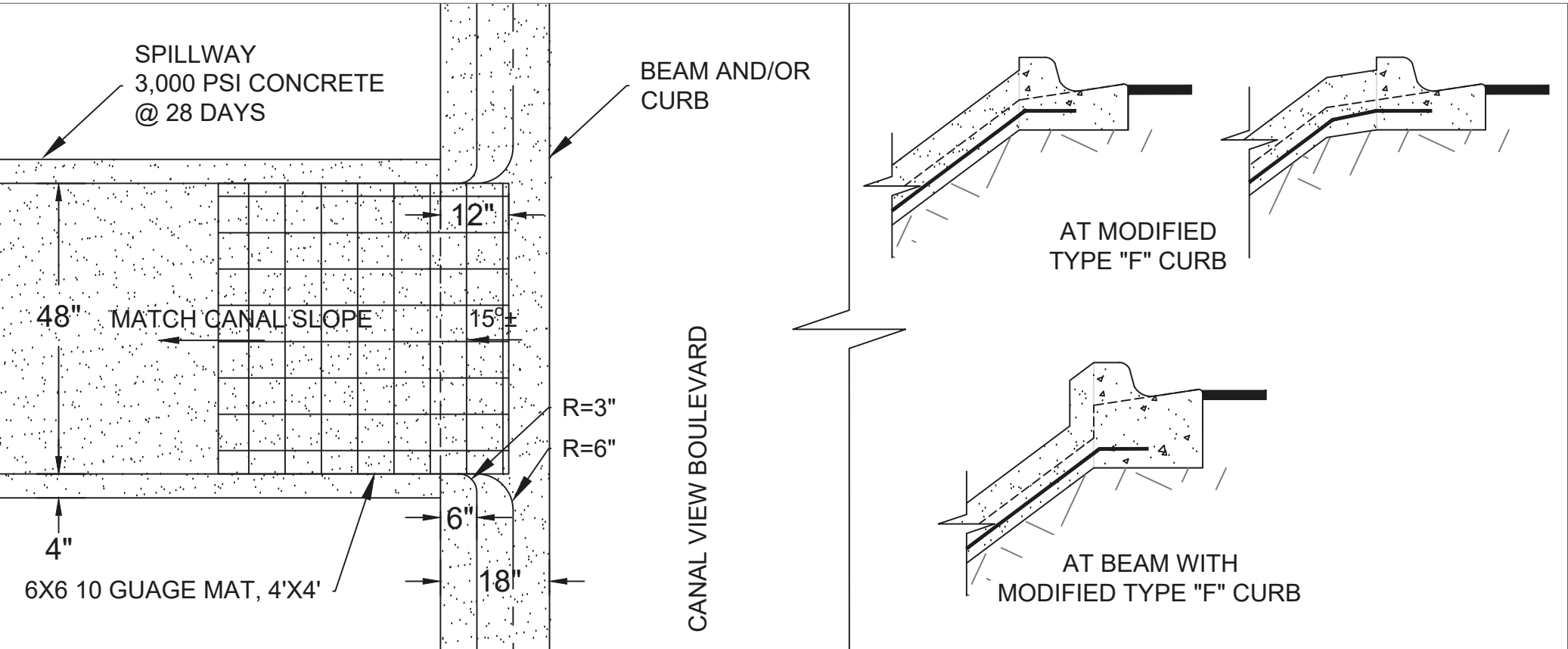
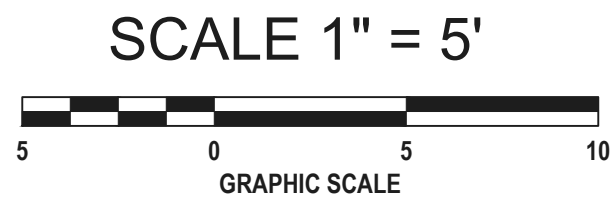
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

BEAM WITH CURB PLAN AND PROFILE

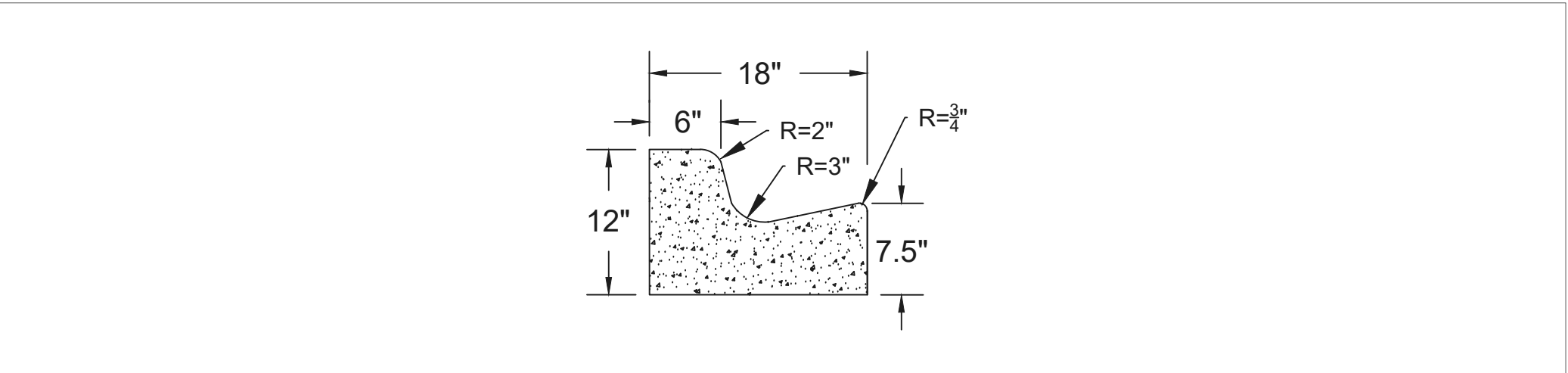
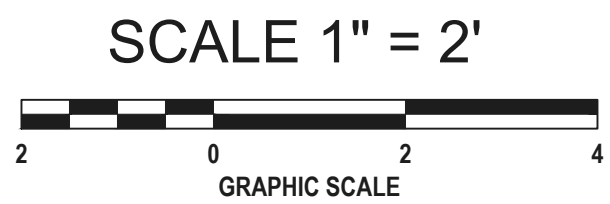
PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	
4 OF 8	



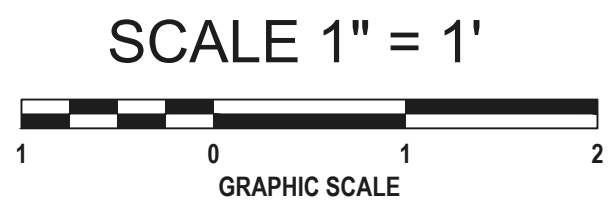
TYPICAL CROSS SECTION



SPILLWAY CONNECTION

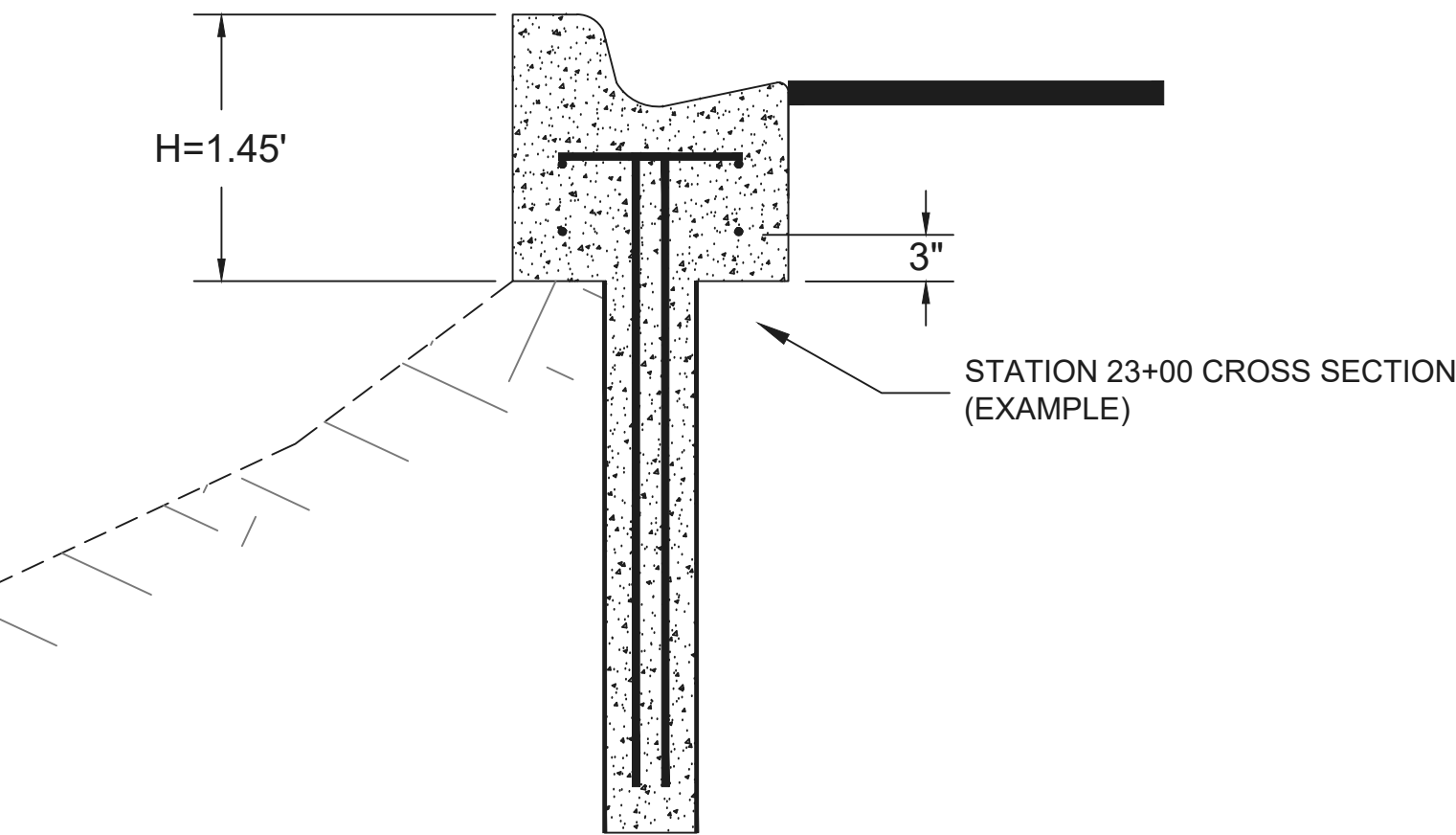
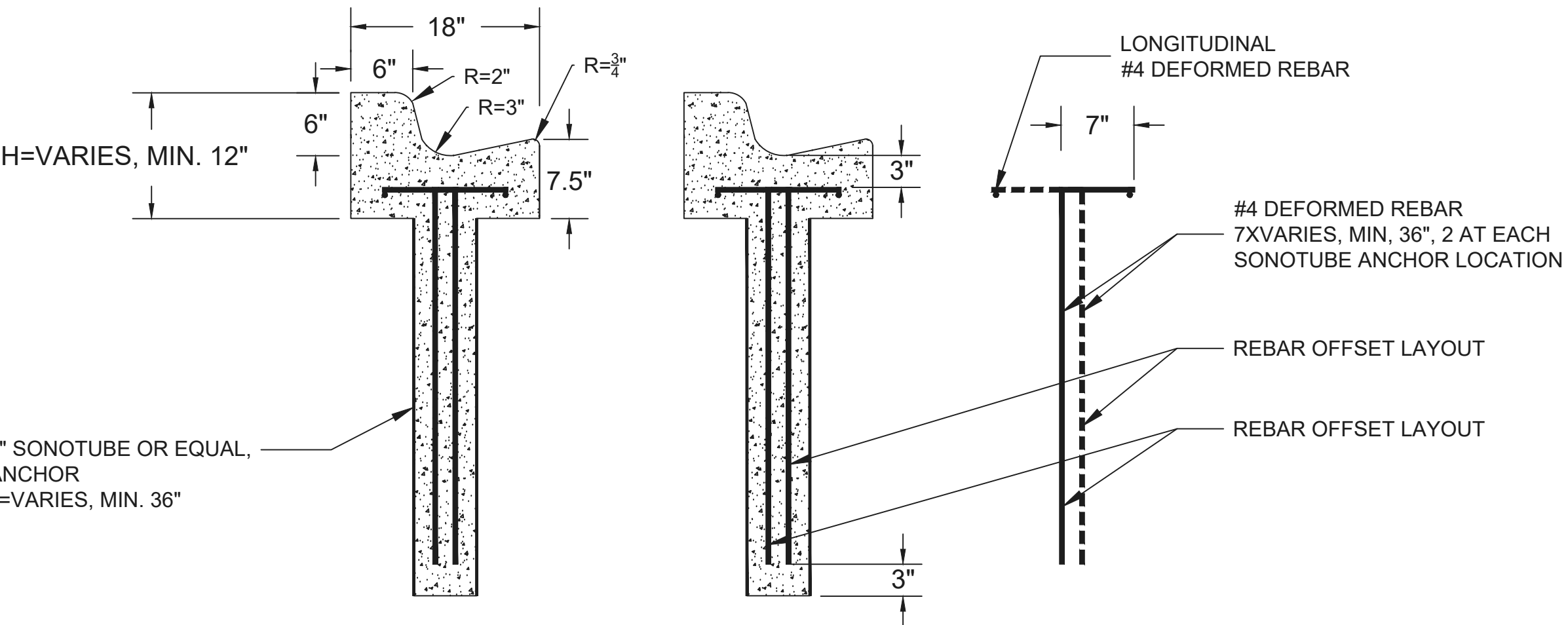


MODIFIED TYPE "F" CURB

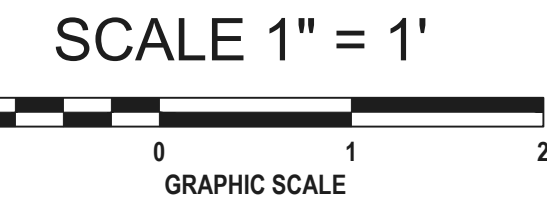


NOTE:

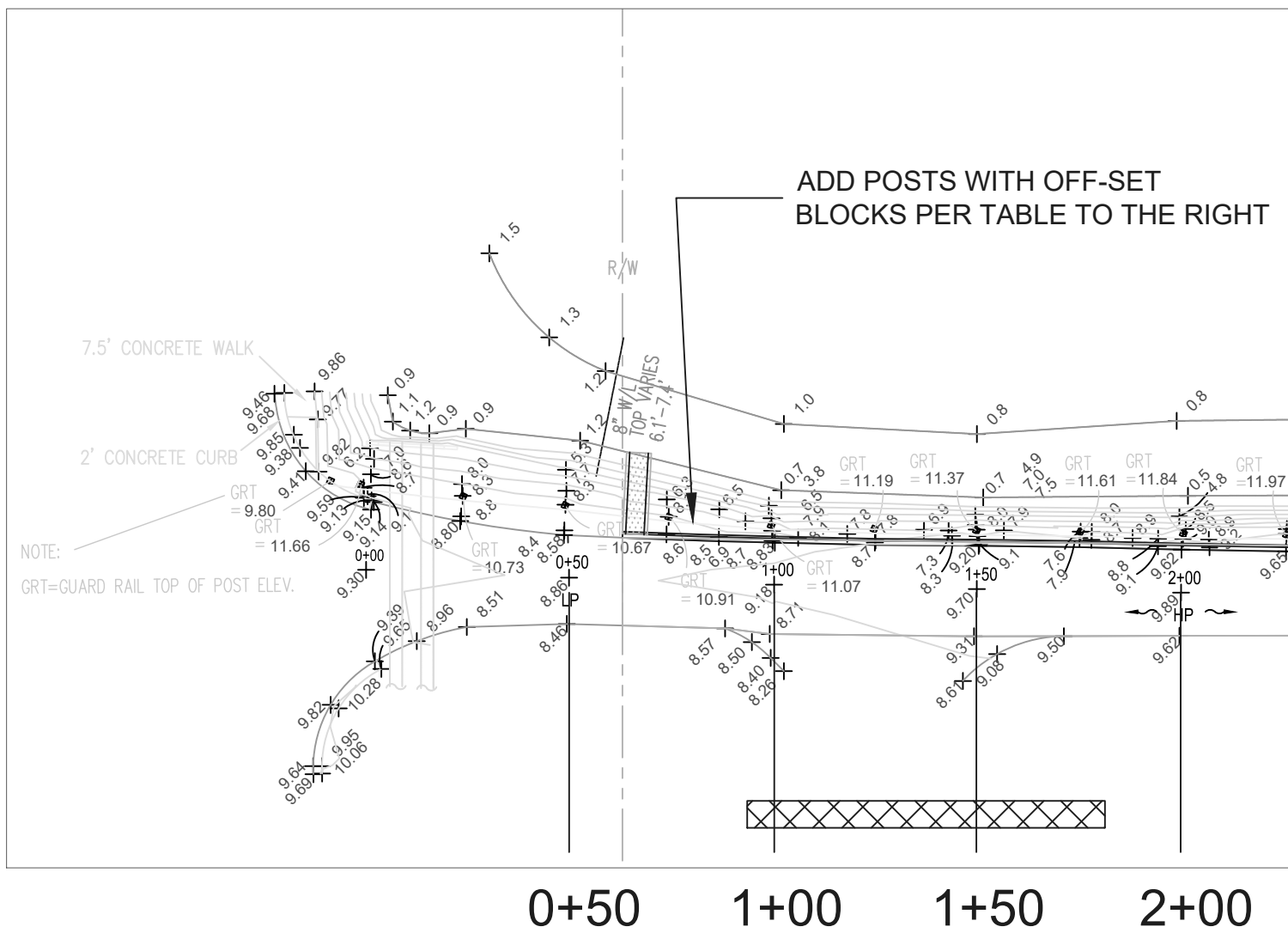
- FIVE (5) BEAMS WITH MODIFIED TYPE "F" CURB, FOR A TOTAL OF 1,275±LF, WILL BE NEEDED AT STATIONS:
1+00 TO 2+50 - 150±LF
9+25 TO 11+25 - 200±LF
17+75 TO 21+00 - 325±LF
21+00 TO 24+00 - 300±LF
24+00 TO 27+00 - 300±LF
- EACH BEAM WITH MODIFIED TYPE "F" CURB WILL HAVE THREE (3) 6" SONOTUBE, OR EQUAL, ANCHORS TO A DEPTH OF 36" BELOW BOTTOM OF BEAM.
- EACH BEAM WITH MODIFIED TYPE "F" CURB WILL HAVE TWO (2) DEFORMED #4 REINFORCEMENT IN THE BOTTOM AND ADDITIONAL TWO (2) DEFORMED #4 REINFORCEMENT AS NEEDED IF THE DEPTH AT BACK OF CURB IS GREATER THAN 1.4 FT.
- ALL REINFORCEMENT SHALL HAVE A MINIMUM 6" OVERLAP.
- PORTLAND CEMENT CONCRETE WITH COMPRESSION STRENGTH OF 3,000PSI @ 28 DAYS SHALL BE USED.
- A 1/2" ISOLATION JOINT SHALL BE INSTALLED AT THE START AND END OF EACH BEAM WITH MODIFIED TYPE "F" CURB AND EVERY 200' OF MODIFIED TYPE "F" CURB. A CONSTRUCTION JOINT SHALL BE CUT EVERY 10' OF BEAM WITH MODIFIED TYPE "F" CURB OR MODIFIED TYPE "F" CURB.



BEAM WITH MODIFIED TYPE "F" CURB AND ANCHOR

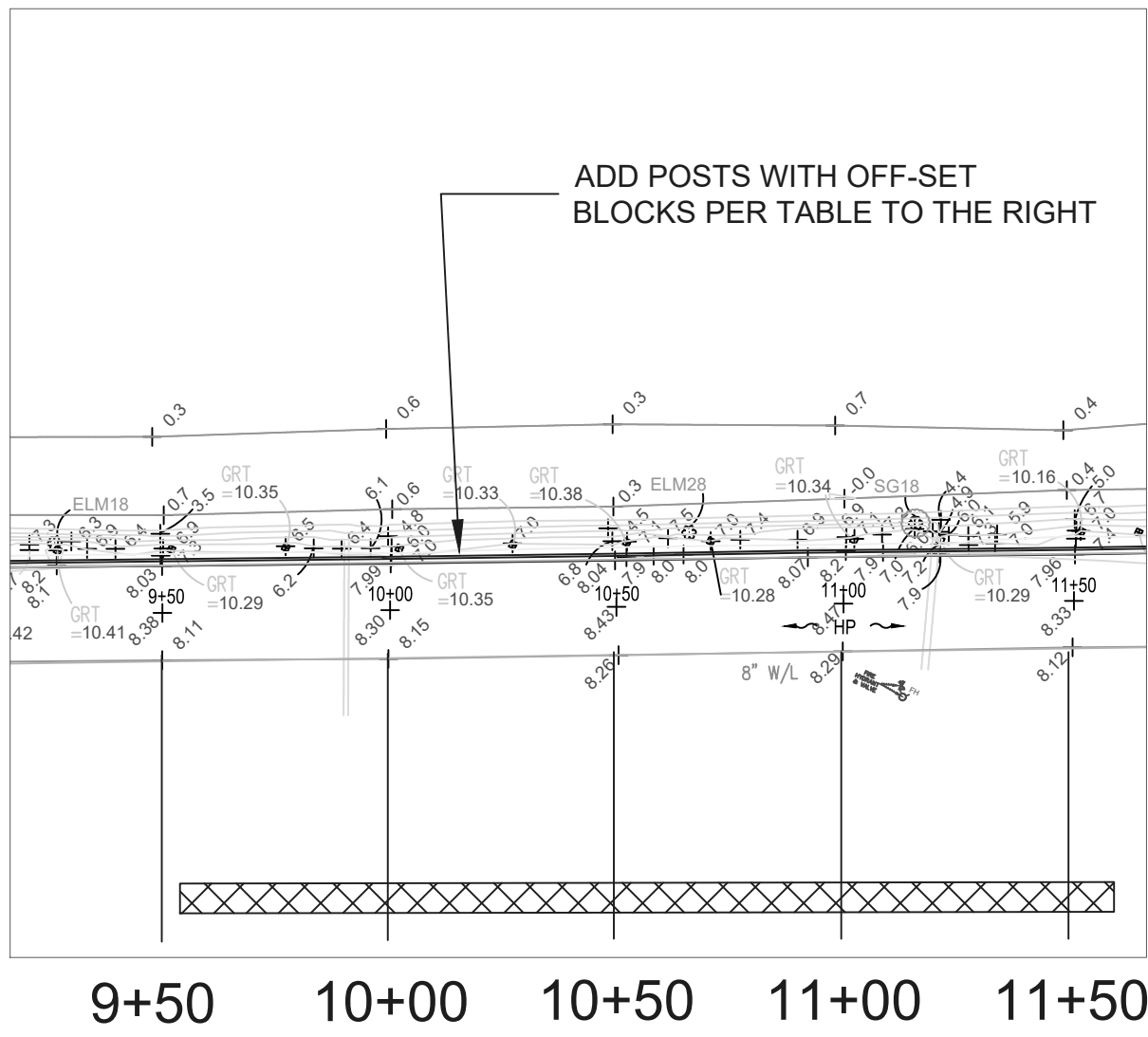


REVISION	
DATE:	ITEM:
JUNOS REED, FLORIDA PE NO. 66408	
CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129	
CONSTRUCTION DETAILS RESURFACE AND RUNOFF MANAGEMENT	
PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	5 OF 8



STATION	POST (FT)
0+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	
+60	
+66	
+75	
+81	
+87	
+93	10
TOTAL	10

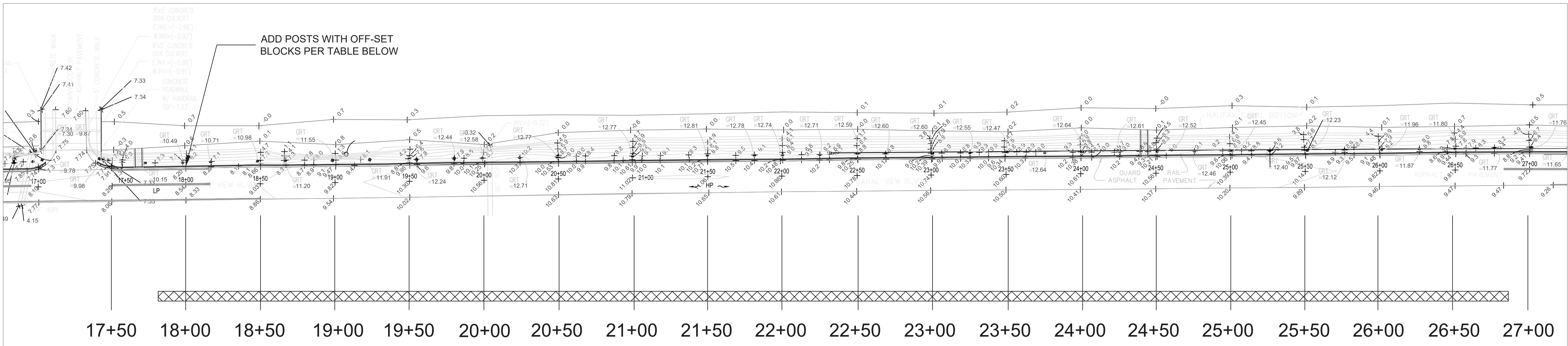
STATION	POST (FT)
1+00	
+03	10
+09	
+15	13
+21	13
+27	13
+33	13
+39	
+45	12
+48	
+54	12
+60	
+66	10
+75	
+81	10
+87	
+93	
TOTAL	106



STATION	POST (FT)
9+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	10
+60	
+66	10
+75	
+81	13
+87	13
+93	13
TOTAL	59

STATION	POST (FT)
10+00	
+03	13
+09	13
+15	13
+21	
+27	10
+33	
+39	10
+45	
+48	10
+54	
+60	10
+66	
+75	10
+81	
+87	10
+93	
TOTAL	99

STATION	POST (FT)
11+00	
+03	10
+09	
+15	10
+21	
+27	10
+33	
+39	10
+45	
+48	10
+54	
+60	10
+66	
+75	
+81	
+87	
+93	
TOTAL	60



STATION	POST (FT)
17+00	
+03	
+09	
+15	
+21	
+27	
+33	
+39	
+45	
+48	
+54	
+60	
+66	
+75	
+81	10
+87	
+93	10
TOTAL	20

STATION	POST (FT)
18+00	
+03	10
+09	
+15	
+21	10
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	10
+75	
+81	10
+87	
+93	10
TOTAL	83

STATION	POST (FT)
19+00	
+03	10
+09	
+15	10
+21	
+27	13
+33	13
+39	13
+45	
+48	13
+54	13
+60	
+66	13
+75	
+81	11
+87	
+93	10
TOTAL	145

STATION	POST (FT)
20+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	11
TOTAL	88

STATION	POST (FT)
21+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	13
+48	13
+54	13
+60	13
+66	
+75	11
+81	
+87	11
+93	
TOTAL	107

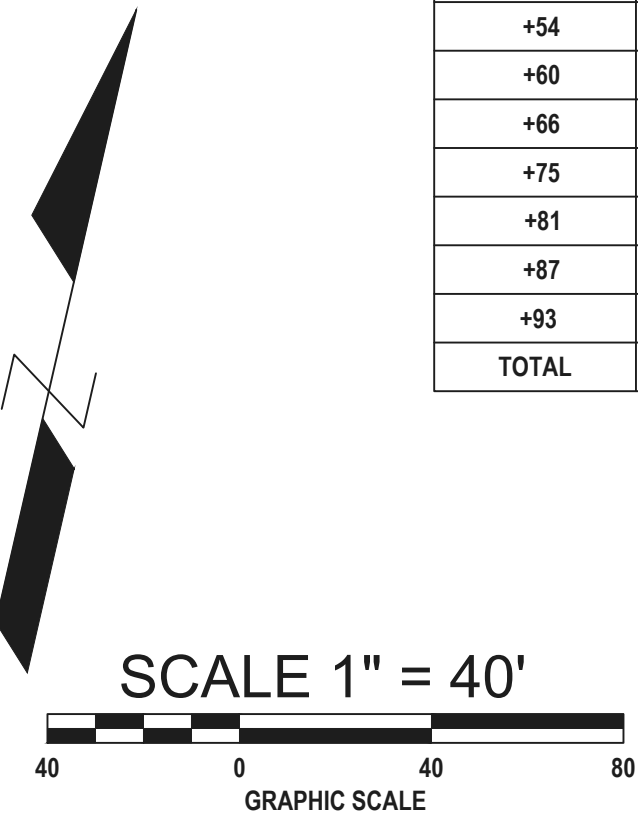
STATION	POST (FT)
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+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	
TOTAL	77

STATION	POST (FT)
23+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	11
+48	
+54	11
+60	
+66	11
+75	
+81	11
+87	
+93	11
TOTAL	88

STATION	POST (FT)
24+00	
+03	
+09	11
+15	
+21	11
+27	
+33	11
+39	
+45	13
+48	13
+54	13
+60	13
+66	13
+75	13
+81	
+87	11
+93	
TOTAL	122

STATION	POST (FT)
25+00	
+03	11
+09	
+15	11
+21	
+27	11
+33	
+39	11
+45	
+48	11
+54	
+60	11
+66	
+75	11
+81	
+87	11
+93	
TOTAL	88

STATION	POST (FT)
26+00	
+03	11
+09	
+15	11
+21	
+27	11
+33	
+39	11
+45	
+48	11
+54	
+60	11
+66	
+75	11
+81	
+87	10
+93	
TOTAL	87



NOTE:
REPLACE GENERAL TL-3 W-BEAMS AT STATIONS 13+00, 15+00 AND 18+00, 3EA@12.5±LF
REPLACE OFF-SET BLOCKS AND BOLTS, 12SETS
INSTALL BUTTERFLY BOLT ON BARRIER DEFLECTORS, YELLOW, DOUBLE FACED, AT 25' CC, NOVA ROAD TO DUNLAWTON AVENUE, 4,800±LF, 194EA

REVISION

DATE:	ITEM:

CITY OF PORT ORANGE
1867
FLORIDA

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

GUARD RAIL REPAIR

RESURFACE AND RUNOFF
MANAGEMENT

PROJECT NO:

DATE:

DESIGN BY:

CHECK BY:

DRAWING NUMBER:

6 OF 8

JUNOS REED, FLORIDA PE NO. 66408



STORM PIPE REPLACEMENT



REVISION	
DATE:	ITEM:
 CITY OF PORT ORANGE 1867 FLORIDA CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129 JUNOS REED, FLORIDA PE NO. 66408	
ROADWAY REPAIR	RESURFACE AND RUNOFF MANAGEMENT
PROJECT NO:	
DATE:	
DESIGN BY:	
CHECK BY:	
DRAWING NUMBER:	
7 OF 8	

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB #21-10

CANAL VIEW BLVD RUNOFF MANAGEMENT AND GUARDRAIL REPAIRS



City of Port Orange Purchasing Division

Prepared by: Michael Hall, Purchasing Agent

Release Date: June 10, 2021

Bid Due Date & Time: July 15, 2021 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Bidders

ITB 21-10

Canal View Blvd Runoff Management and Guardrail Repairs

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-10 ITB 21-10 Canal View Blvd Runoff Management and Guardrail Repairs. 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 July 15, 2021** 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 to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and Site Visit for the project at 10:00 A.M. (local time) on **June 24, 2021** 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 acquire the services for the installation of modified type "F" curbing and spillways to channel storm water runoff, additional guardrail posts and mill and resurface roadway.*

All Bidders shall be a Florida Certified General Contractor properly registered and 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.

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 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, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB 21-10 Canal View Blvd Runoff Management and Guardrail Repairs"** in the subject line. Last day for questions will be **July 1, 2021 at 5:00 P.M.**

[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 #21-10

BID TITLE: Canal View Blvd Runoff Management and
Guardrail Repairs

DUE DATE/TIME: July 15, 2021 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Michael Hall
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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[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for the services of installation of modified type “F” curbing and spillways to channel storm water runoff, additional guardrail posts and mill and resurface roadway.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Bidder) 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.....June 10, 2021
Non-Mandatory Pre-Bid Conference and Site Visit:.....June 24, 2021 at 10:00 A.M.
Deadline for Questions:.....July 1, 2021 by 5:00 P.M.
Final Addendum Posting:.....July 8, 2021 by 5:00 P.M.
Bids Due:.....July 15, 2021 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:

City of Port Orange City Clerk's Office
Attn: Michael Hall, 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 Bidders 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 Bidder
- d) Address of Bidder

Due to the timing of mail service, the City cautions bidders 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.

Bidders 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, Bidders 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 Bidders 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 AND SITE VISIT

There will be a Non-Mandatory Pre-Bid Conference and Site Visit 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 Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB

All questions shall reference “**ITB #21-10 Canal View Blvd Runoff Management and Guardrail Repair**” 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:

Michael Hall, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
mhall@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. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders 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 Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgment.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and DemandStar 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 bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS

It is the Bidder’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.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida and submit Sunbiz report showing your company registered as “Active”. Bidders 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 Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

All Bidders 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 Bidders 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 Bidder 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 bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, bidder 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. Bidders 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 Bidder 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. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required may result in a recommendation of nonresponsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB 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 BIDDER(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 Bidder has attempted to give a City 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 Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the bidder 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

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SECTION 3 – SCOPE OF WORK

SUMMARY OF WORK

This is for the construction of the **Canal View Blvd Runoff Management and Guardrail Repairs**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Installation of modified type “F” curbing and spillways to channel storm water runoff, additional guardrail posts, and mill and resurface roadway.

Drawings, Specifications, Requirements:

See Pages 11-19 of this solicitation for the written specifications, and copy & paste the following link for the drawings:

<https://www.port-orange.org/bids.aspx>

Document Title:

- **“Attachment A” ITB 21-10 Bid Set - Drawings for Canal View Blvd Runoff Management and Guardrail Repairs**

You can find the aforementioned documents on the City of Port Orange website at the link above.

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PART 1 – GENERAL

2.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials, and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 01 00: Summary of Project.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during Performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- A. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
 - 2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
 - 3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the

Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and then, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible Mylar sepias [24 inches by 36 inches (24" x 36")] and one (1) reproducible copy of the Project Manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
3. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

D. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work to complete the Work within the allotted time. 2. The

Contractor shall also coordinate deliveries to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled, and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

E. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical benchmarks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes, and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SUMMARY OF PROJECT

PART 1 – GENERAL

1.01 WORK COVERD BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the **Canal View Blvd Runoff Management & Guardrail Repairs**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Provide all labor, materials, and equipment necessary to install approximately 1,650 lf of modified type "F" curb, 1,300 lf of beam with modified "F" curb, and spillways along the north edge of Canal View Blvd as shown on the drawings. Removal and replacement of guardrail posts, guardrail beams and offset blocks as shown on the drawings. Mill, resurface, and restripe approximately 7,000 SY of asphaltic concrete.

- B. The CONTRACTOR shall furnish all labor, equipment, tools, services, and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The CONTRACTOR shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The CONTRACTOR shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

- 2.01 Excavation, including necessary pavement base removal.
- 2.02 Shoring and sheeting.
- 2.03 Dewatering and disposal of surplus water.
- 2.04 Structural Fill.
- 2.05 Backfill.
- 2.06 Grading.
- 2.07 Replacement of unpaved roadways, grass, and shrubbery plots.
- 2.08 Cleanup.
- 2.09 Testing and placing system in operation.
- 2.10 Any material and equipment required to be installed and utilized for the test.

- Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
- 2.11 Maintaining the existing quality of service during construction.
- 2.12 Appurtenant work as required for a complete and operable system.
- 2.13 Maintaining or detouring of traffic.

PART 2 – MATERIALS, LABOR, AND EQUIPMENT

2.01 Mobilization

Bid Item A1

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work shall be included in this item, excluding the cost of construction materials.

2.02 Pre-Construction Video

Bid Item A2

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.03 Erosion Control/NPDES Permit Requirements

Bid Item A3

Payment at the applicable lump sum price will be made based on completion of erosion/turbidity control, silt fencing, floating turbidity barriers, and other means necessary in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment, and work necessary to complete the work in accordance with City/State/Federal requirements and the contract plans and specifications. This item includes the cost to obtain NPDES NOI and NOT permit and the cost to prepare a Stormwater Pollution Prevention Plan if disturbance is greater than 1 acre. Tree Protection barricade cost is also included in this item.

2.04 Clearing and Grubbing

Bid Item A4

Lump sum payment for clearing and grubbing shall include all costs associated with clearing and grubbing the site and removing trees and vegetation scheduled for removal in accordance with FDOT Standard Specification Section 110. This item includes the proper disposal of all cleared materials.

2.05 Maintenance of Traffic

Bid Item A5

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment, and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made based on the percent of the total construction cost completed.

2.06 Concrete Curb Modified Type "F"

Bid Item A6

Payment will be made at the unit price per linear foot of concrete curb installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and all testing as required.

2.07 Concrete Curb Modified Type “F” with Beam and Anchors

Bid Item A7

Payment will be made at the unit price per linear foot of concrete curb with beam and anchors installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and testing as required.

2.08 Concrete Spillways

Bid Item A8

Payment will be made at the unit price per each concrete spillway installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under each concrete spillway and testing as required.

2.09 Construct Drainage Pipe

Bid Item A9

Payment shall be made at the applicable unit price per linear foot and shall be full compensation for furnishing all plant, labor, materials, and equipment and constructing the storm drainage pipe complete and ready for operation as shown on the project plans and described in the specifications and clearing and grubbing. This item includes the cost of removal of existing storm sewers and filter fabric wrap of all joints, per FDOT standards.

2.10 Construct Drainage Structures

Bid Item A10

Payment for drainage structures will be made at the applicable unit price for each structure furnished and installed, and will include full compensation for all excavation, backfill, concrete, brickwork, linings, benches, concrete aprons, grates, and frames and covers and baffles, all constructed in accordance with the drawings. Payment includes demolition and removal of existing inlets and clearing and grubbing.

2.11 Guardrail Repairs & Replacement

Bid Items A11

Payment will be made at a lump sum price for all guardrail repairs and replacement including but not limited to additional varying length guardrail posts, guardrail beams, and offset blocks. The contract lump sum price shall be full compensation for all labor, material, and work necessary to complete the guardrail installation in accordance with the drawings and FDOT specifications.

2.12 Mill and Resurface Asphaltic Concrete

Bid Items A12

Payment will be based on each installation made at the applicable unit price for the mill and resurface of asphaltic concrete. The contract unit price will be full compensation for all material and work necessary to complete the mill and resurface in accordance with the drawings and specifications, including the raising of any valve boxes or manhole frames and covers to final paving grade and the DOT type thermoplastic paint restriping of traffic markings in accordance with the drawings and FDOT specifications.

2.13 Furnish and Install Sod

Bid Items A13

Payment shall be made at the applicable unit price for the type of sod installed and shall be full compensation for furnishing all plant labor, materials, and equipment necessary to furnish and properly install sod without gaps or overlaps within the limits shown on the drawings. Items shall include watering and maintenance for a one-month period. Dead or insect infested sod shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the one-month maintenance period.

End of Specifications

[Remainder of page is intentionally left blank]

SECTION 4 – STANDARD PURCHASING 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** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
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 offerers 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, submitted by responsive bidders in accordance with the terms of a competitive process.
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. **Goods** are supplies, materials, or equipment.
20. **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.
21. **Invitation to Bid (ITB)** means a formal request to prospective bidders requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
22. **Issues** means points, matters, or concerns to be addressed during negotiations.
23. **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.
24. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
25. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

26. **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.
27. **DemandStar** is the official online repository for all City competitive solicitations.
28. **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.
29. **Pre-Bid Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
30. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
31. **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.
32. **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.
33. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
34. **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.
35. **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.
36. **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.
37. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
38. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
39. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
40. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a bidder must execute in terms of delivering specific commodities or in performance of contractual services.
41. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
42. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
43. **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.
44. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
45. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
46. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
47. **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.

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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 provisions/instructions or other data contained herein.**

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 the Bidder. 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's Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's 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 Bidder 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. Bidders 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 & 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/ 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 Bidder 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, Bidder agrees to abide by all conditions of this solicitation and certifies that they are authorized to sign this response for the Bidder. In submitting a response to the City, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City 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. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. APPLICABLE LAWS

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

6. **ASSIGNMENT**

The successful Bidder 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 the Bidder 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 Bidder 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 Bidder 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 Bidders; 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 §1324a(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**

Bidders 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 Bidders 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 TABULATION

Bidders who wish to receive a copy of the bid 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 Bidder 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 Bidder'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 Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the Bidder. Payment and Performance Bonds shall also be recorded at the Bidder'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 Bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

Upon issuance of a notice of intent to award, the selected Bidder 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 Additional Insured 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 Bidder 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 Bidder receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Bidder 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 Bidder 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 Bidder 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. Bidder 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. Bidder shall make all repairs and restorations at his expense.

18. CONDUCT OF BIDDERS

All Bidders or individuals acting on behalf of a Bidder 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 Bidder. All Bidders or individuals acting on behalf of a Bidder 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 Bidder. 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 Bidders, 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 Bidder 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 Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder'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

Except as otherwise stated herein, 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 Bidder. 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 Bidder. Any price escalations are limited to those stated by the Bidder on the original Response.

25. COPYRIGHT AND PATENT RIGHTS

Bidder 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 Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. COST INCURRED BY BIDDER

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 Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

27. DAMAGE

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

28. DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required in this Section may result in a recommendation of non-responsive by the Purchasing Manager.

29. DEFAULT PROVISIONS

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

30. 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 Bidder 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 bidder in default. Upon approval of a contract, the bidder 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, Bidder 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 Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER

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

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

32. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder 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 Bidder. 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 Bidder 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.

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any bidder's name from the list of qualified Bidders. Normally the removal of a bidder from the bidder list is done after nonresponse from that bidder 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. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder 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 will be withdrawn; however, nothing herein prohibits a bidder from submitting multiple Responses for different products or services.

34. **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.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder 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 Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, 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 Bidder 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.

36. **E-VERIFY**

Bidders 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 Bidder 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.

37. **FACILITIES**

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

38. **FAILURE TO RESPOND**

If the bidder elects not to bid, please return the enclosed "Bidder's 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 bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

Bidders 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.

40. **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.

41. 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.

42. GOVERNING LAW

Bidders 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.

43. 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 Bidder 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.

44. HIPAA COMPLIANCE

The Bidder 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 Bidder uses, discloses or has access to protected health information as defined by HIPAA.

45. IDENTICAL TIE BIDS

When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to bidders in the following sequence:

1. Drug-free workplace pursuant to Section 287.087, Florida Statutes.
2. Certified service-disabled veteran.
3. Firm with the lowest volume of work on City projects within the last five years. The information will be based on information provided by the Bidder, subject to verification at the City's option.

46. INDEMNIFICATION/HOLD HARMLESS

(a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, 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 the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable

expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

47. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful bidder 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 bidder under this contract and that the successful bidder has no authority to bind the City. The Bidder 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 Bidder 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 Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the Contract.

48. 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 Bidder 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.

49. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder 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.

50. INSURANCE REQUIREMENTS

Bidder shall maintain insurance, as required herein, during the life of this Contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non-contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. 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. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any

cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Bidder shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept selective exemptions. Any bidder using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ 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.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Bidder 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: 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 Agreement 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	Limits: Coverage - \$1,000,000	
REQUIRED	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ To be determined.	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

51. 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 Bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form for construction services.

52. IRREVOCABILITY OF RESPONSES

Each Bidder 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 Bidder.

53. **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.

54. **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 Bidder shall not constitute a cognizable defense against the legal effect thereof.

55. **LICENSES, PERMITS AND TAXES**

The Bidder 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 Bidder 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.

56. **LITERATURE (if applicable)**

If no brand, model or make is specified, Bidders 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.

57. **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.

58. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City 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. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City shall act as sole judge in determining equality and acceptability of products offered.

59. **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 bidder under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

60. **NON-EXCLUSIVITY OF CONTRACT**

The selected Bidder 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.

61. **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.

62. **NOTICE TO BIDDER**

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

63. 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. Bidder(s) may sell such commodities or services certified by the Division to State of Florida agencies at the bidder's option.

64. OTHER AGENCIES

- (a) All Bidders 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 Bidder(s).

65. PATENTS/COPYRIGHTS

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

66. PRE-BID 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 will be included and will immediately follow the Pre-Bid Conference. Attendance to the Pre-Bid conference is mandatory. Only Bidders attending a mandatory Pre-Bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. 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 Bidder 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.

68. 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.

69. PRICING

The Bidder 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 &/or services shall be firm for the duration of this contract & 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 bidder and included in the bid prices. If there are any additional charges

of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing & extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts & the numerals, the written amounts shall govern & will be considered as the price bid. When submitting Bids based on a Lump Sum basis, Bidders 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.

70. 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.

71. 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 bid 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 Bidder 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.

72. 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 Bidder during the term of contract, and the Bidder shall be held responsible for any damage to the property occurring by reason of his operation on the property.

73. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted bidder 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 bidson leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor or consultant under a contract with any public entity, and may not transactbusiness 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 bidder list.

74. PUBLIC RECORDS COMPLIANCE

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Bidder does not transfer the records to the City.
- (d) Upon completion of the Contract, Bidder shall transfer to the City, at no cost, all public records in possession of the Bidder and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Bidder does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Bidder may be subject to penalties under Section 119.0701, Florida Statutes.

BIDDER QUESTIONS RELATING TO BIDDER'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.

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder 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 Bidders 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 bidder, or where a bidder answers questions. In other words, neither Bidders, 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 Bidders, but the new law limits public attendance to portions of such meetings.

76. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City Purchase Order, signed by an authorized agent of the City. The fastest, most reasonable delivery time shall be indicated by the Bidder. 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 the City without prejudice to other remedies provided by law. Where delivery times are critical, the City reserves the right to award accordingly.

77. **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.

78. **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.

79. **RECORDS/AUDIT**

(a) The Bidder 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 Bidder involving transactions related to this Contract.

(b) The Bidder 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 Bidder 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.

80. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, 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 bids. If the lowest and best bid exceeds the budgeted amount and the City Council does not make additional funds available, the Buyer 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.)

81. REQUEST FOR ADDITIONAL INFORMATION

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

82. REVIEW OF BIDS/SUBMISSIONS

Each bid will be reviewed to determine if the bid is responsive to the submission requirements outlined in the Solicitation. A responsive bid 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.

83. RIGHT OF WITHDRAWAL

A bid may not be withdrawn before the expiration of ninety (90) days from the bid due date.

84. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

86. SAMPLES

Samples, when requested, must be furnished at, or before, bid 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 Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the Central Florida area.

87. 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.

88. 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.

89. SIGNATURE REQUIRED

All Bids 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 BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

90. SIGNED BID CONSIDERED AN OFFER

The signed bid is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City Council (if required). The City will issue a purchase order or a letter of authorization to the successful Bidder, 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 Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. 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.

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Bids shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder in ink. Bids shall be submitted by mail or hand delivery only. No bid will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Michael Hall, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bids will be accepted until 2:30 p.m. on the date indicated in the solicitation 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 bids deemed non-responsive will be returned to the Bidder 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 Bidder.

93. 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 Bidder 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 Bidder shall provide follow-up evidence that the Bidder 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.

94. SUBCONTRACTING

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

95. **SUPPLEMENTAL MATERIALS**

Bidders 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 Bidder 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 because to reject the entire bid.

96. **TAXES**

The City 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's Purchasing Division.

97. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder'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.

98. **TERMINATION CONVENIENCE – NOTICE**

The City reserves the right to terminate the contract for default if the Bidder breaches any of the terms therein, including warranties of the Bidder or if the Bidder 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 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 Bidder 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 Bidder.

99. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the bidder notice 30 days prior to the date of cancellation of the contract. The bidder shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon 30 days written notice.

100. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the City until the City 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 Bidder 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.

101. **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.

102. **USE OF SOLICITATION FORMS**

The Bidder 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 bid. 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 bid, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

For purposes of Response evaluation, Bidders must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder 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.

104. BIDDER'S PRODUCT OR SERVICES

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

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder 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 Bidder.
- c. In furnishing the service or product to the City, the Bidder 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.

105. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in bids 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 bids will be considered. However, the City reserves the right to waive formalities or informalities in bids, to reject, with or without cause, any or all bids or portions of bids, or to interview or not interview individual Bidders, and to accept any bids or portions of bids 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)

106. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties. The Bidder 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 Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder'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.

REPAIR OF DAMAGES

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange representative is to be notified immediately and shall inspect the repairs upon completion.

SAFETY

Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

SITE CLEANLINESS

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left on City premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash, construction debris and cleaned every day.

CONTRACT TERM

The term of the contract shall be for Two Hundred and Seventy (270) days from the Notice to Proceed (Final Completion Time).

No subcontractor is allowed without written approval from the City of Port Orange.

TIMELINE

- A. Notice of Award: After bid opening and complete review of submitted bid information.
- B. Notice to Proceed: To be determined by Public Works/Utilities Department.
- C. Start Date and Time: After Pre-Construction Meeting and within Forty-Five (45) days of issuance of Notice To Proceed.
- D. Final Completion Time: Not to exceed Two Hundred and Seventy (270) days from the date of the Notice to Proceed.

ELIGIBILITY OF BIDDER

To be eligible to respond to this ITB, the Bidders 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.

LICENSES AND PERMITS

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Anti-Collusion Form
- _____ Form 7.7– Authorized Signatures/Negotiators
- _____ Form 7.8 – Statement of Bidder’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – List of Subcontractors
- _____ Form 7.11 – Certificate as to Corporate Principal
- _____ Form 7.12 - Certification Regarding Debarment
- _____ Form 7.13 - E-Verify Affidavit
- _____ Bid Cost/Fee 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 – BIDDER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder/Contractor as its act and deed and that the Bidder/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 Bidder interested in said ITB; and that the undersigned executed this Bidder’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 by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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:

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who
is personally known to me or who produced _____ as identification.*

My Commission Expires: _____

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 bidders 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

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 bidder 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS 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 Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF BIDDER’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 Bidder: _____
- 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? ☐Yes ☐No
- 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 Bidder's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who
is personally known to me or who produced _____ as identification.*

My Commission Expires: _____

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 Bidder proposes that they are 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 they are 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 clients to whom you currently provide or have in the past provided 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.

	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 7.10 – LISTING OF SUBCONTRACTORS

The Bidder 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 **Bidder shall not substitute subcontractors without approval from the City Engineer**. Bidder 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 7.11 – 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

FORM 7.12 – CERTIFICATION REGARDING DEBARMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.13 – E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL**BID COST/FEE PROPOSAL****BID FORM****CITY OF PORT ORANGE****ITB #21-10****Canal View Blvd Runoff Management and Guardrail Repairs**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.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

PROPOSAL PRICING

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
A	BASE BID				
1	MOBILIZATION	LS	1	\$ -	\$ -
2	PRE-CONSTRUCTION VIDEO	LS	1	\$ -	\$ -
3	EROSION CONTROL	LS	1	\$ -	\$ -
4	CLEARING AND GRUBBING	LS	1	\$ -	\$ -
5	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -
6	MODIFIED TYPE "F" CURB	LF	1800	\$ -	\$ -
7	MODIFIED TYPE "F" CURB AND BEAM	LF	1,300	\$ -	\$ -
8	CONCRETE SPILLWAYS	EA	8	\$ -	\$ -
9	CONSTRUCT DRAINAGE PIPE - 18" CORRUGATED HDPE	LF	50	\$ -	\$ -
10	CONSTRUCT DRAINAGE STRUCTURES - 18" MES	EA	2	\$ -	\$ -
11	GUARDRAIL REPAIRS AND REPLACEMENT	LS	1	\$ -	\$ -
12	MILL AND RESURFACE ASPHALTIC CONCRETE	SY	7,000	\$ -	\$ -
13	FURNISH AND INSTALL SOD	LS	1	\$ -	\$ -
				TOTAL BASE BID:	\$ -

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 _____, 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:

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

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. ITB 21-10 Canal View Boulevard Runoff Management
and Guardrail Repair**

Description of Work: ITB 21-10 Canal View Boulevard Runoff Management and Guardrail Repair

Project Location: _____ City of Port Orange, Volusia County, Florida

Legal Description: _____ City of Port Orange, Volusia County, Florida

Front Page

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

ITB 21-10 Canal View Boulevard Runoff Management and Guardrail Repair

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, _____ 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 _____ **AND** _____ **/100 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 Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Canal View Boulevard Runoff Management and Guardrail Repair, 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 255.05(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 shall be deemed an original, this _____, day of _____, 2021.

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.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Bidder, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

This certificate must be completed and returned by the Awarded Bidder, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the Consultant’s performance under this contract:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant’s legal duty to furnish information.
 - iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Consultant shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant shall pay wages not less than once a week.
- c. Award of this contract to the Consultant is conditioned upon the Consultant’s acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clause above and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Page 5 of 8
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Consultant must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

9. Procurement of Recovered Materials.

- a.** In the performance of this contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i.** Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii.** Meeting contract performance requirements; or
 - iii.** At a reasonable price.
- b.** The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a.** The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b.** The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c.** The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d.** The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subconsultant is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant where the Consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 C.F.R. Part 135.

- e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The Consultant will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

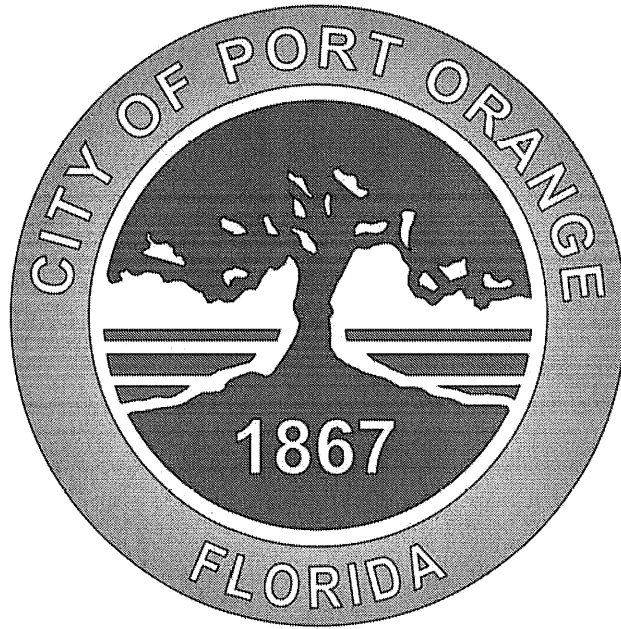
12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

END OF SPECIAL PROVISIONS



City of Port Orange

Community Development Block Grant Program (CDBG)

Operating & Procedures Manual

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Summary of the Community Development Block Grant (CDBG) Program:

This section summarizes the National Objectives, Eligible and Ineligible Activities, and citizen participation requirements of the CDBG program. For a more complete description, consult the Code of Federal Regulations, Title 24, Part 570.200(a)(2) and (3), 570.200-570.207, 570.506.

The primary objective of the Community Development Block Grant (CDBG) Program is the development of viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate- income. Funds must be used to carry out activities that will meet one of the three National Objectives:

1. Benefit to low- and moderate- income persons
2. Prevention or elimination of slums or blight, or
3. Meet an urgent need

At least seventy percent (70%) of the total CDBG funds expended must be used for activities that benefit low- and moderate- income persons.

Basic Eligible Activities – 24 CFR 570.201

- Acquisition of Real Property – subject to limitations of 570.207
- Housing Rehabilitation – subject to 570.202
- Code Enforcement
- Public Facilities and Improvements – such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Removal of Architectural Barriers – ADA Compliance/Handicap Access for public and/or private, qualifying projects
- Public Services – subject to 15% cap of total annual CDBG allocation
- Special Activities by Community-Based Development Organizations (CBDO) – 570.204
- Special Economic Development Activities – 570.203
- Relocation and Demolition

Basic Ineligible Activities – 24 CFR 570.207, 570.207(A), 570.201(e), 570.201(e)(1), (2), 570.203, 570.204, 570.209, 570.205, 570.206

- Buildings used for the general conduct of government
- General government expenses
- Political activities

The following activities may not be assisted unless certain criteria are met or they are carried out under the authority of 570.203 or 570.204:

- Purchase of construction equipment, purchase of furnishings and personal property, unless part of a public service activity or necessary for use by a grantee in the administration of the CDBG program

- Repair, operation, and maintenance of public facilities, improvements or services, except expenses associated with eligible public service activities, interim assistance, and office space for CDBG program staff
- New housing construction, except under the special provisions provided under 570.207(b)(3)(i)-(ii)
Income payments of a subsistence nature

The City of Port Orange prioritizes: Affordable housing, Infrastructure, Facility Improvements, and Disaster recovery/relief

Citizen Participation Plan:

The City has completed a Citizen Participation Plan. This is located on the City's website at www.port-orange.org. A copy is also available in the City's Community Development office located on the second floor of City Hall at 1000 City Center Circle, Port Orange, Florida. This plan details the efforts to include and encourage public involvement in the development of the CDBG program.

Specifically, the City shall hold public meetings to solicit citizen views about community development needs.

How to Apply for CDBG funds:

The City of Port Orange practices an open process for selection of award of CDBG funding, unless otherwise noted in the Consolidated Plan/Action Plan. Projects will be considered based on eligibility of project, priority of project within the City's adopted Consolidated Plan and availability of funds left in the program as long as goals and objectives meet those in the Consolidated Plan/Action Plan. Program year begins October 1 and ends September 30.

If a proposed project meets a national objective and is considered an eligible activity, required information to be submitted must include:

- 1 Project Narrative/Description
- 2 Detailed pro-forma state and complete budget, including all operating expenses for the project (if applicable)
- 3 Articles of Incorporation (if applicable)
- 4 501(c)(3) documentation (if applicable)
- 5 List of Board of Directors (if applicable)
- 6 Authorization to request funds – documentation authorizing submission of request for funds. Must include copy of minutes in which this resolution or motion was recorded (if applicable)
- 7 Designation of Authorized Official (if applicable)
- 8 Organizational chart (if applicable)
- 9 Resume of Chief Program Administrator & Chief Fiscal Officer (if applicable)
- 10 Financial statement and audit (if applicable)
- 11 Conflict of Interest Certification (if applicable)
- 12 Documentation of compliance with national objective

Award Process:

Request for funding is reviewed to ensure project meets all requirements. Unless an RFP process is initiated, requests for funds are accepted on a first come first served basis and subject to fund availability.

In addition to meeting local and national goals, objectives, and eligibility criteria, a project's funding potential may be increased by demonstrating that the applicant has the ability to administer and complete the project; by showing how other forms of funding have been pursued and/or secured; and by exhibiting the project is not a duplication of service already provided in the area.

If determined eligible, a notification letter will be sent to the applicant (if other than an internal request for funding) with a commitment. Ineligible applications will receive notice as to why they did not qualify.

If funding is selected for an agency other than the City, applicant must sign a written contract with the City that details the agreements and requirements set forth in accordance with HUD, OMB and City regulations. In this instance, if the applicant is not awarded the full amount of the request, the scope of the project will be revised accordingly with approval from City staff. Funding cannot be awarded for expenditures made prior to a written contract.

If the applicant is creating affordable housing, a land use restriction agreement will be placed on the property to ensure affordability status at or below 80% of the area median income.

Mortgages may be required with some affordable housing projects.

City of Port Orange Procurement Statement:

All publicly funded procurement activities must be performed within the established policies and procedures of the City.

General guidelines

- ☐ . < \$500.00 – No quotes required
- ☐ . \$500 - \$2,499.99 – Two verbal or written quotes required
- ☐ . \$2,500 - \$4,999.99 – Three verbal or written quotes required
- ☐ . \$5,000 - \$24,999.99 – Three written quotes required
- ☐ . \$25,000+ - Formal sealed bids must be presented to City Council for approval

Credit Card Purchase limits:

- ☐ . 0-\$1000 no quotes- (950 credit card limit)
- ☐ . \$1000-\$2499.00 two verbal or written quotes
- ☐ . \$2499-\$5000 three quotations - verbal or written – City Manager approval
- ☐ . \$5000 - \$24999 three written quotes required – City Manager
- ☐ . \$25000 up formal bid threshold must be presented to City Council

Environmental Reviews:

Community Development Block Grant regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA). The Port Orange Community Development Block Grant Program must also determine whether a project meets other applicable statutory and regulatory requirements such as those of the Advisory Council on Historic Preservation and the Environmental Protection Agency.

General Responsibilities:

Federal regulations require that the City of Port Orange determine if project activities will cause adverse impacts to the human environment. The human environment is defined as the natural and physical environment and the relationship of people with that environment. In essence, the environmental review process must consider the ultimate effect of a proposed project, including the potential effects of both the CDBG and related project activities. For example, if CDBG funds are being used to extend a water line to a site for a new affordable housing project, then the ultimate effect of the project is not only the new water line, but also the new housing. Therefore, the environmental review must address the impacts of both the CDBG-funded water line and the privately financed development of the new housing project. The scope of an environmental review encompasses this definition of a project.

Subrecipient Requirements (if applicable):

If the City chooses to fund a subrecipient to carry out a CDBG-eligible project, the City may ask the subrecipient to assist in the development of the ERR by providing additional information, maps and site data. In some cases, project subrecipients may be asked to complete a biological assessment or gain project clearance from applicable state regulatory agencies.

Subrecipients shall comply with all terms and conditions of and shall implement all required mitigation measured identified in the environmental review record completed for their project. The subrecipient shall ensure that all activities related to their project including property acquisition, construction, and the use of the property/facilities are conducted in accordance with the project scope, as defined in the Environmental Review Record and with the conditions set out in it. The subrecipient shall also retain a copy of any required environmental data and CDBG Program's written notice to proceed in their project files.

CDBG Program Requirements:

The City of Port Orange will complete the Environmental Review Record. The time required for completion of the ERR can vary from weeks to months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the subrecipient (if any) will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds.

After completing the Environmental Review Record, the City may publish a notice of a Finding of No Significant Impact (FONSI) in a local newspaper declaring intent to request release of project funds from HUD. After the release of funds from HUD, the City will send the subrecipient (if any) a contract with a written notice to begin the project. *No project activities or project costs may be incurred until receipt of the notice to proceed.*

Labor Standards:

All CDBG activities are subject to Federal labor standards requirements as identified in all contracts. The Federal labor requirements for which the CDBG program monitors are detailed in this section.

General Requirements:

The labor standards for construction contracts are set forth in four federal statutes (additional information regarding these federal regulations may be obtained by contacting the City's Community Development office or on the internet at www.hud.gov):

Section 110 of the Housing and Community Development Act of 1974, as amended (Title I):

All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with grants received under this title shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. This section also applies to the rehabilitation of residential property if property consists of eight or more units.

Davis-Bacon Act: All laborers or mechanics employed by contractors or subcontractors on the project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor; regardless of contractual relationship. Wages must be paid weekly.

Contract Work Hours and Safety Standards Act (for prime contracts over \$100,000):

The wages for every mechanic and laborer employed on the job shall be computed on the basis of a standard work week of forty hours. Employees shall be compensated at a rate of not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of forty hours in the work week.

No person employed on the job site shall be required to work in surroundings or any other working conditions which are unsanitary, hazardous or dangerous to the health and safety of an employee as determined by the Construction Safety and Health standards promulgated by the Secretary of the United States Department of Labor.

Copeland Act (Anti-Kickback Law): Whoever by force, intimidation or threat of procuring dismissal from employment or by any other manner whatsoever, induces any persons employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under their contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Monitoring/Enforcing Federal Labor Standards Provisions:

The City of Port Orange CDBG Program will be responsible for monitoring of contractor compliance with the Federal Labor Standards Provisions.

Use of Volunteers:

Volunteers on Community Development Block Grant projects are exempt from the prevailing wage law (Davis-Bacon) requirements if they are providing services to a grant recipient (local government or non-profit organization) without promise, expectation, or receipt of compensation and they are not otherwise employed, at any time, on the project. Federal rules at 24 CFR Part 70.3 cover the use of volunteers on CDBG assisted construction projects. If volunteers are going to be used on the project, the recipient must comply with the following reporting requirements:

- For projects that include paid construction workers, the recipient must record volunteers' names and hours volunteered; and
- For projects that will only use volunteers, recipients must record the number of volunteers and the number of hours worked, collectively.

Additional restrictions regarding use of volunteers on CDBG projects may be enforced by state or local statute, rule or practice.

Finance/Accounting:

This section addresses the financial and accounting aspects of the CDBG program. The following procedures are guidelines that should be adhered to in financial transactions to meet federal requirements.

General Requirements:

In accordance with OMB Circular A-100, A-128 or A-133, the City (and any/all subrecipients) must meet the audit requirements specified therein. Additionally, all financial transactions with CDBG monies are subject to federal audit. The City's CDBG program administrator will insure HUD form 60002, section 3 Summary Reports are filed in accordance with Federal guidelines 24CFR 570.607(b). The City's Finance Department will monitor compliance.

Project Budget:

The approved grant budget contained in the City's grant agreement with HUD identifies the activities determined to be eligible for reimbursement by the grant funds. Grant funds cannot be used for pre-agreement costs that are incurred before the grant contract is signed. The City's financial system for tracking CDBG should:

- Maintain the amounts budgeted for eligible activities in its accounting records
- Include both obligations/expenditures and unexpended/unobligated balances for each line item
- Periodically compare actual obligations and expenditures to-date against planned obligations and expenditures and against projected accomplishments for the grant project

Internal Controls:

Internal controls are a combination of procedures, specified job responsibilities, qualified personnel, and records which create accountability in the financial management system and safeguard its cash, property, and assets. The internal controls must protect the integrity of the grant funds. At a minimum, the system should provide for adequate separation of duties so that no one person has authority over an entire financial transaction. One person should not have control over more than one of the following:

- Authorization to execute transaction
- Recording the transaction
- Custody of the assets involved in the transaction

Financial Reporting:

The City's financial system will generate regular reports that permit an observer to compare actual expenditures against the approved budget.

Other Financial System Requirements:

The City's financial system will be set up to satisfy an auditor conducting an audit. During an audit, the auditor will examine the records to ascertain if:

- Funds are properly budgeted and approved
- Budget revisions have been documented and approved

- Personnel changes are properly allocated to the block grant and based on payroll documents such as time and attendance records
- All expenditures can be traced to source documents (purchase orders, invoices, cancelled checks)
- Drawdowns have been timely
- Only allowable funds have been claimed on the project
- Property has been managed and inventoried properly
- In-kind costs and costs billed to other funds are clearly documented

Program Income:

Program income is defined as the gross income that has been directly generated from use of CDBG funds. Examples include:

- Gross income from the use or rental of real property that has been acquired, constructed, or improved with CDBG funds. Cost incidentals to the generation of the income are deducted from the gross income
- Interest earned on program income
- Funds collected through special assessments that are made against properties owned and occupied by non-low and moderate-income households where the assessments have been made to recover some or all of the CDBG portion of a public improvement
- Proceeds from the disposition of real property that has been acquired or improved with CDBG funds where the disposition occurs within a five-year period after initial expenditure of the CDBG funds

Fair Housing/ADA:

The CDBG program triggers several additional federal requirements that affect CDBG projects. These requirements include:

1. Fair Housing
 2. Handicap Accessibility
 3. Lead Based Paint
-

General Requirements:

- 1) **Fair Housing Activities** The City, as well as any subrecipients, are responsible for taking necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. Further, the City and any subrecipients should strive to promote a strategy for increasing the choice of housing opportunities for low- and moderate-income persons, including minorities and female-headed households. Possible actions the City, and any subrecipients, can take are as follows:

- Review zoning, building and housing codes and revise if necessary to encourage equal opportunity in housing
- Consider fair housing priorities when developing land use plans for public facilities and housing
- Develop or strengthen local fair housing laws, including enforcement powers and sanctions
- Require private developers and real estate agents to use HUD affirmative marketing and advertising practices

2) **Handicap Accessibility**

- A) **Americans with Disabilities Act:** The Americans with Disabilities Act provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The Act, also referred to as the ADA, also states that discrimination includes the failure to design and construct (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communications barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.
- B) **Section 504 Handicap Accessibility Policy:** Section 504 was enacted as part of the Rehabilitation Act of 1973. It prohibits discrimination on the basis of handicap in all programs and activities receiving federal assistance and, in 1978, it was amended to apply to all programs conducted by the federal government. This regulation provides that no qualified individual with handicaps

shall, because a recipient's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subject to discrimination under any program or activity that receives federal financial assistance.

The City of Port Orange will provide sign interpreters for public meetings upon request for CDBG program accessibility. All public meeting sites are handicap accessible and auxiliary aids are available for those individuals requesting them. Structures built or rehabilitated must be made handicap accessible. Structures designed, built or altered (rehabilitated) with CDBG funds will conform to the Uniform Federally Accessibility Standards (UFAS), which was published in the Federal Register on August 7, 1984 (49 CFR 13518). The UFAS technical requirements meet or exceed comparable provisions of ANSI 117.1-1980 Specifications for Making Buildings and Facilities Accessible to, and Useable by Physically Handicapped People.

- 3) **Lead-Based Paint** (applies to residential housing projects/programs) The use of lead-based paint is prohibited. CDBG recipients must certify that no lead-based paint will be used in residential units assisted with CDBG funds and must document that all occupants of structures built before 1978 have been notified of the hazard of lead-based paint.

The federal requirements pertaining to lead-based paint are contained in 24 CFR Part 35. A fact sheet containing information about current efforts to protect children from lead-based paint poisoning has been prepared by the Environmental Protection Agency and HUD. A copy may be obtained from the City of Port Orange.

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis- Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further

payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. **Contract termination and debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of HUD Provisions

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Superseded General Decision Number: FL20200191

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0915-004 12/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 30.84	40%+\$0.35

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00

OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

der of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue,
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"



CITY OF PORT ORANGE CDBG STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Runoff Management and Guardrail Repair, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-10"). This Contract together with ITB 21-10, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, and Attachment "A" Drawings, from ITB 21-10, U.S. Department of Housing and Urban Development Supplementary Conditions to the Construction Contract, Davis Bacon Wage Rates General Decision Number FL20210191, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-10, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within Two Hundred Forty (240) days and final completion Two Hundred Seventy (270) days thereafter ("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 Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. 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 pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and

___/100 Dollars (\$_____). 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. Subcontractors or Sub-Subcontractors.

- (a) Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Contractor for work performed under this Contract.
- (b) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Contractor to Subcontractor or Sub-subcontractor for work performed under this Contract.
- (c) Contractor shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with the schedule of values.
- (d) The Contractor shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Contractor.

4. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

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 23 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the

bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(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 from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ 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.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
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 Agreement 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							
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.							
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.								

14. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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 on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-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 on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

24. 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.

25. 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 Agreement. 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, MMC. 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.

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. 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. Compliance with Other Federal Standards.

(A) Equal Employment Opportunity.

- (a) The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- (b) If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the Consultant's performance under this contract:
 - (i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - (ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - (iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965,

and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Consultant will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

(B) Davis Bacon Act.

- (a) This section applies to all construction contracts in excess of \$2,000.
- (b) In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Consultant shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the

Consultant shall pay wages not less than once a week.

(c) Award of this contract to the Consultant is conditioned upon the Consultant's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

(C) Copeland Anti-Kickback Act.

(a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

(b) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clause above and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

(d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

(D) Contract Work Hours and Safety Standards Act.

(a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701

(b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(d) No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(e) In the event of any violation of the clause set forth in paragraph (d) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

(f) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

(g) The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (c) through (f) of this section.

(E) Compliance with Clean Air Act.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

(F) Compliance with Federal Water Pollution Control Act.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

(G) Debarment and Suspension.

(a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Consultant must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's

Authorized Official Name and

Title of Consultant's

Authorized Official Date

(I) Procurement of Recovered Materials.

- (a) In the performance of this contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- (b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

(J) Section 3 Clause.

- (a) The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business

concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

- (b) The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- (c) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- (d) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subconsultant is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant where the Consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 C.F.R. Part 135.
- (e) The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- (f) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(K) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant/Disaster Recovery funds. The Consultant will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- (a) The Housing and Community Development Act of 1974, as amended;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;

- (c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- (d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- (e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- (f) Public Law 114-223: Continuing Appropriations Act, 2017;
- (g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- (h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- (i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- (j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

(L) No Obligations by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

(M) Fraud and False or Fraudulent or Related Acts.
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

30. 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.

31. 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: _____
Attention: _____

() - - Telephone
@ .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.

32. 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.

33. 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:

Printed Name: _____

Printed Name: _____

By: _____

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 by means of ___ physical presence or ___ online notarization, this ___ day of ___, 2021, by _____, as _____ of _____, a _____ corporation. He/She is ___ personally known or ___ produced _____ as identification.

Notary Public, State of _____
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 by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8b) Intent to Award ITB 21-20 Repair and Resurface Samms Avenue

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the award of ITB #21-20 Repair and Resurface Samms Avenue to the lowest responsive bidder, Sparks Concrete LLC, for the amount of \$13,500.00; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: Purchasing received three (3) bid submittals for ITB #21-20, Repair and Resurface Samms Avenue. Sparks Concrete LLC was the lowest responsive contractor with a bid of \$13,500.00, followed by Halifax Paving Inc. with a bid of \$22,500.00 and P&S Paving Inc. with a bid of \$29,000.00.

The scope of work includes all labor, materials, and equipment necessary to repair a portion of the roadway and curb on Samms Avenue that has been damaged by tree roots. Repair work will be performed between 1043 and 1045 Samms Avenue and includes milling and removal of the damaged roadway, repair of the road base, installation of asphaltic pavement at the tree root intrusion into the roadway, restoration of the Miami curb and replacement of all disturbed grassed areas with St. Augustine grass.

After review of the bids submitted, staff recommends awarding to the lowest responsive bidder, Sparks Concrete LLC.

The Standard Contract for Services will be executed and all work shall be substantially completed within sixty (60) days from issuance of a written Notice to Proceed with an additional thirty (30) days to final completion.

Project Funding Account No.: Cost Center: Public Works Program:
No.: POL201 Roads/Signs Spend Category: Paving-construction

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Sparks Concrete, LLC Standard Contract for Services ITB 21-20 Samms Avenue Repair and Resurface Samms Avenue	Sparks Concrete, LLC Standard COntact for Services ITB 21-20 Samms Avenue Repair and Resurface Samms Avenue (1).pdf
2.	Dept Justification Memo -Sams Ave Repair 8 10 2021	Dept Justification Memo -Sams Ave Repair 8 10 2021.docx
3.	PRE BID NON MANDATORY SIGN IN SHEET ITB 21 20 Samms Avenue	PRE BID NON MANDATORY SIGN IN SHEET ITB 21 20 Samms Avenue.pdf
4.	ADDENDUM 1 OF 1 ITB 21 20 Repair and Resurface Samms Avenue	ADDENDUM 1 OF 1 ITB 21 20 Repair and Resurface Samms Avenue.pdf
5.	ITB 21-20 ATTACHMENT 1 PRICING BID FORM FINAL(6.4.2021)_1	ITB 21-20 ATTACHMENT 1 PRICING BID FORM FINAL(6.4.2021)_1.xlsx
6.	BID PKG ITB 21-20 REPAIR AND RESURFACE SAMMS AVENUE FINAL (6.15.2021)	BID PKG ITB 21-20 REPAIR AND RESURFACE SAMMS AVENUE FINAL (6.15.2021).pdf
7.	Bid Submittal Sparks Concrete ITB 21 20 REpair and Resurface Samms Ave	Bid Submittal Sparks Concrete ITB 21 20 REpair and Resurface Samms Ave.pdf
8.	ITB 21-20 NOTICE OF INTENT TO AWARD FINAL (8.2.2021)	ITB 21-20 NOTICE OF INTENT TO AWARD FINAL (8.2.2021).pdf
9.	COI Sparks WC to 11 17 2021 GL to 1 23 2022 Auto to 2 28 2022 ITB 21 20 Samms Ave	COI Sparks WC to 11 17 2021 GL to 1 23 2022 Auto to 2 28 2022 ITB 21 20 Samms Ave.pdf

Kynah Cockcroft	Created/Initiated - 8/4/2021
Julia Wiggins	Approved - 8/4/2021
Richard Colby	Approved - 8/4/2021
Tom DiEulio	Approved - 8/4/2021
Junos Reed	Approved - 8/6/2021
Ronny Buttrum	Approved - 8/6/2021
Lynn Stevens	Approved - 8/10/2021
Lupe Reyna-Coffin	Approved - 8/10/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/24/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **SPARKS CONCRETE, LLC**, a Florida corporation whose principal address is 4106 South Nova Road, Port Orange, Florida 32127 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the repair and resurfacing of a portion of Samms Avenue, and as more specifically described in Intent to BID 21-20 ("ITB 21-20"). This Contract together with ITB 21-20, Drawings, Addendum No 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3, Scope of Services, Drawings, and ITB 21-20 Schedule of Unit Pricing as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-20 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties. The work shall be substantially completed within sixty (60) days from the issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

Manner and Place: The work shall be 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 Notice to Proceed and a written Purchase Order issued and executed by the City Manager. 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00). 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, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

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 23 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(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 from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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 Agreement 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	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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. 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 Agreement. 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, MMC. 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 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.**

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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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 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: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Sparks Concrete, LLC Attention: William C. Sparks, President 4106 South Nova Road Port Orange, Florida 32127 (386) 760-1002 - Telephone sparksconcrete@cfl.rr.com - E-Mail

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 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.

30. 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:

SPARKS CONCRETE, LLC

Printed Name:_____

By:_____

William C. Sparks, 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.

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by William C. Sparks, as President of Sparks Concrete, LLC, a Florida corporation. He is ____ personally known or ____ 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 by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

**ITB 21-20 Contractor’s Quote, Section 3 - Scope of Services, and Drawings
Consisting of 3 Pages**



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-20

REPAIR AND RESURFACE SAMMS AVENUE

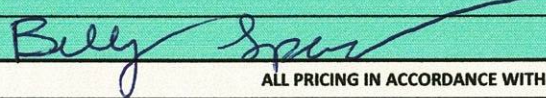
Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

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

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	Sparks Concrete LLC				
CONTACT PERSON:	Billy Sparks				
EMAIL ADDRESS:	sparksconcrete@earthlink.net				
AUTHORIZED SIGNATURE:	 7/27/21				
ALL PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Provide all labor, materials, and equipment necessary to repair damages to the roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue	1	LS	\$13,500.00	\$13,500.00
				TOTAL BASE BID:	\$13,500.00

Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS <u>15</u>
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS <u>365</u> MONTHS <u>12</u> YEARS <u>1</u>

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for repairing damaged roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue.

SPECIFICATIONS

The scope is to provide all labor, materials, and equipment necessary to perform the required repairs and includes but is not limited to the following items and estimated quantities:

1. Mobilization
2. Maintenance of Traffic
3. Site work:
 - a) Mill and remove 58' long by 12' wide asphaltic pavement – 66 square yards (SY)
 - b) Excavate 10' by 10' area, cut and remove tree roots, repair base and install asphaltic pavement at tree root intrusion into roadway area – 12 square yards (SY)
 - c) Remove off site and replace Miami curb – 58 linear feet (LF).
4. Remove all construction debris and restore any disturbed grassed areas with St. Augustine sod.

[Remainder of page is intentionally left blank]

REVISION	
DATE	ITEM

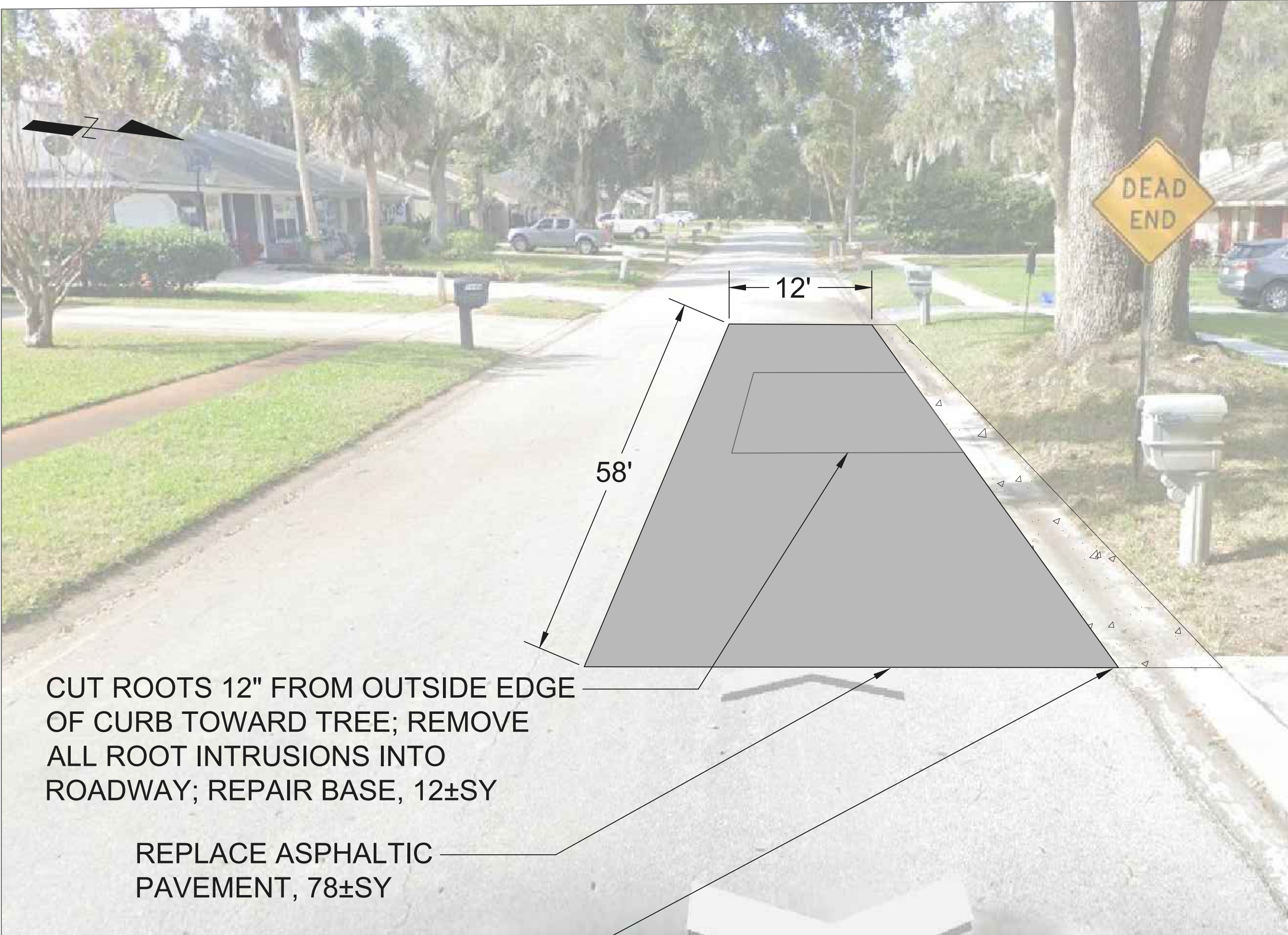
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

1043 W SAMMS AVANUE
PAVEMENT REPAIR

PROJECT# PO277
DRAWING NO.
1 OF 1



SITE LOCATION, 1043 W SAMMS AVENUE, PORT ORANGE, FL, NTS



SITE PLAN, NTS

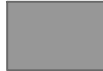
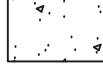
ITEM:	QUANTITY:
 MILL AND INSTALL 3/4" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST	66±SY
 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST	12±SY (10'X10', EST.)
 3,000 PSI AT 28 DAYS CONCRETE MIAMI CURB WITH CONSTRUCTION JOINTS AT 10' SPACING	58±LF

EXHIBIT "2"

Payment and Performance Bond

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: Sparks Concrete, LLC
Principal Business Address: 4106 South Nova Road
Port Orange, Florida 32129
Contact Person: William C. Sparks, President
Phone Number: (386) 760-1002

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: \$13,500.00 **City Case/Project No.** ITB 21-20 Repair & Resurface of a Portion of Samms Avenue

Description of Work: ITB 21-20 Repair & Resurface of a Portion of Samms Avenue

Project Location: Areas within the 1000 block of Samms Avenue, City of Port Orange, Volusia County, Florida, 32129

Legal Description: Areas within the 1000 block of Samms Avenue, City of Port Orange, Volusia County, Florida 32129

Front Page

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

ITB 21-20 Repair & Resurface of a Portion of Samms Avenue

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, **SPARKS CONCRETE, 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 **THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$13,500.00)**, 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 Repair & Resurface of a Portion of Samms Ave, 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 255.05(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 shall be deemed an original, this _____, day of _____, 2021.

Attest:

SPARKS CONCRETE, LLC
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
William C. Sparks, President

(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 Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Budget Manager

FROM: Richard A Colby, Project Manager

DATE: August 9, 2021

SUBJECT: Intent to Award ITB 21-20 Repair and Resurface Samms Avenue

REQUEST:

The Public Works & Utilities Department requests Council approve award of ITB # 21-20 Repair and Resurface Samms Avenue for the amount bid by Sparks Concrete LLC not to exceed \$13,500.00.

PURPOSE:

The purpose of this request is to maintain the City's roadways in order to extend the full life of capital investments.

CONSIDERATION:

On July 28, 2021, Purchasing received three (3) bid submittals for ITB#21-20, Repair and Resurface Samms Avenue. Sparks Concrete LLC submitted the lowest responsive bid for \$13,500.00; followed by Halifax Paving Inc., \$22,500.00 and P&S Paving Inc. with a bid of \$29,000.00.

The scope of work includes the removal of the roots, repair to the concrete curb and repair to the roadway. There is a large oak tree adjacent to the project that has roots growing under the road and lifting the pavement and causing a drainage issue as well as damage to the road. If left unrepaired this could cause further damage to the road and drainage area making for a larger more expensive repair.

FUNDING:

Fund: 301 Capital Projects
Cost Center: Public Works
Program: Roads/Signs

Spend Category: Paving construction
Project Number: POL201
Budget: \$255,379.00
Actual: \$13,500.00

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approval to award ITB#21-20 Repair and Resurface of Samms Avenue to Sparks Concrete LLC in the amount not to exceed \$13,500.00.

ANTICIPATED SCHEDULE:

- a.) Council Approval: September 7, 2021
- b.) Executed Contract: September 8, 2021

ATTACHMENTS:

- a.) Bid Documents
- b.) Sparks Concrete Bid Submittal



NON MANDATORY PRE-BID
CONFERENCE

July 7, 2021 10:00 A.M.

City of Port Orange

1000 City Center Circle

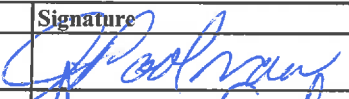
Port Orange, FL 32129

Purchasing Division

purchdiv@port-orange.org

ITB# 21-20 REPAIR AND RESURFACE SAMMS
AVENUE

PLEASE WRITE CLEARLY

#	Name	Signature	Title	Company	Phone	Email
1	Jill Poolman		Purchasing Manager	City of Port Orange	386-506-5718	jpoolman@port-orange.org
2	Joseph Castro		Buyer	City of Port Orange	386-506-5716	jcastro@port-orange.org
3	Richard Colby		Project Manager	City of Port Orange	386-506-5760	rcolby@port-orange.org
4	James Read		Eng Mgr	COOO	386-506-9764	jurcad@port-orange.org
5						
6						
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12						
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14						



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

July 21, 2021

ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 23, 2021 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:**

None

B. **CHANGES TO SPECIFICATIONS:**

None

C. **QUESTIONS AND ANSWERS:**

Question No.1: What the estimate for this project?

ANSWER: The estimated cost for this project is \$25,000.

In all other respects, except as specifically stated herein, the subject ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-20

REPAIR AND RESURFACE SAMMS AVENUE

Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.

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

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
	ALL PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Provide all labor, materials, and equipment necessary to repair damages to the roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue	1	LS	\$0.00	\$0.00
				TOTAL BASE BID:	\$0.00

Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS _____
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS _____ MONTHS _____ YEARS _____

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REPAIR AND RESURFACE SAMMS AVENUE

ITB #21-20



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: June 23, 2021

Bid Due Date & Time: July 28, 2021 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE. 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 July 28, 2021** 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 to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **July 7, 2021** 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.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for road and curb repair services.*

Bidders 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.

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 2.267, and all Bids will be evaluated in accordance with the provisions of Section 2.266. 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 Bidders 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 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 Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE "** in the subject line. Last day for questions will be, **July 14, 2021 at 5:00 P.M.**

[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 #21-20
BID TITLE:	REPAIR AND RESURFACE SAMMS AVENUE
DUE DATE/TIME:	July 28, 2021 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
ADDRESS:	
DELIVER TO:	City of Port Orange Attn: Joseph Castro, Buyer 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 for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for the provision of road and curb repair services between 1043 and 1045 Samms Avenue, Port Orange, FL 32129.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Bidder) 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..... June 23, 2021
Non-Mandatory Pre-Bid Conference..... July 7, 2021 at 10:00 A.M.
Deadline for Questions..... July 14, 2021 by 5:00 P.M.
Final Addendum Posting July 21, 2021 by 5:00 P.M.
Bids Due..... July 28, 2021 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:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
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 Bidders 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 Bidder
- d) Address of Bidder

Due to the timing of mail service, the City cautions Bidders 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.

Bidders 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, Bidders 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 Bidders 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 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 Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #21-20 REPAIR AND RESURFACE SAMMS AVENUE” 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:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders 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 Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement.

CLARIFICATIONS:

It is the Bidder’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.

MINIMUM QUALIFICATIONS:

Bidders shall be licensed to do business in the State of Florida and submit Sunbiz report showing their company registered as “Active”. Bidders 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 Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

All Bidders 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 Bidders 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 Bidder 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 Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Bidder 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 Bidders. 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. Bidders 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 Bidder 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. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required may result in a recommendation of nonresponsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders 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 Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder 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 Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB 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 BIDDER(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 Bidder has attempted to give a City 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 Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for repairing damaged roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue.

SPECIFICATIONS

The scope is to provide all labor, materials, and equipment necessary to perform the required repairs and includes but is not limited to the following items and estimated quantities:

1. Mobilization
2. Maintenance of Traffic
3. Site work:
 - a) Mill and remove 58' long by 12' wide asphaltic pavement – 66 square yards (SY)
 - b) Excavate 10' by 10' area, cut and remove tree roots, repair base and install asphaltic pavement at tree root intrusion into roadway area – 12 square yards (SY)
 - c) Remove off site and replace Miami curb – 58 linear feet (LF).
4. Remove all construction debris and restore any disturbed grassed areas with St. Augustine sod.

[Remainder of page is intentionally left blank]

REVISION	
DATE	ITEM

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

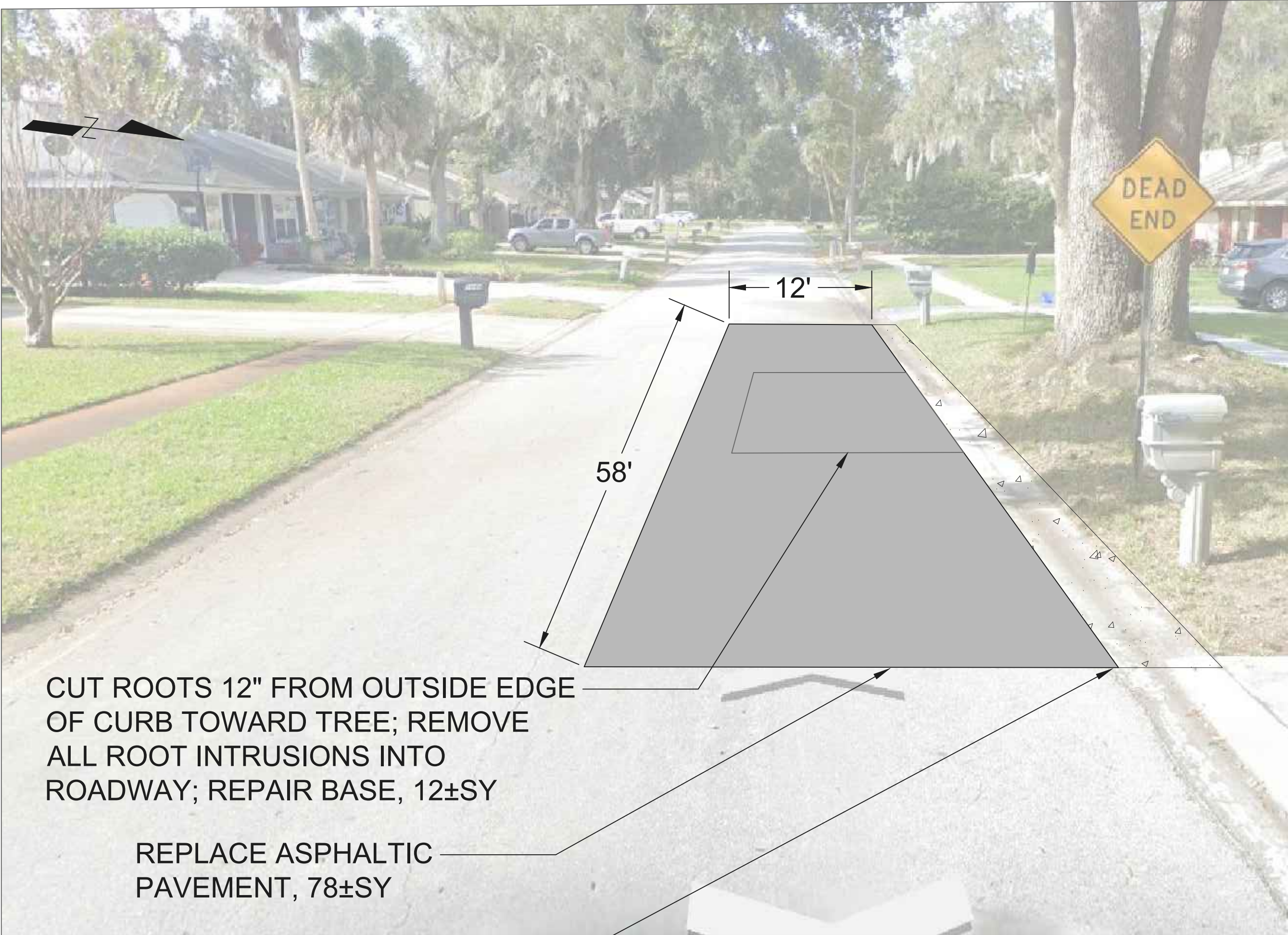
1043 W SAMMS AVANUE
PAVEMENT REPAIR

PROJECT# PO277
DRAWING NO.

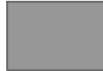
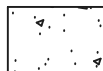
1 OF 1



SITE LOCATION, 1043 W SAMMS AVENUE, PORT ORANGE, FL, NTS



SITE PLAN, NTS

ITEM:	QUANTITY:
 MILL AND INSTALL 3/4" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST	66±SY
 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST	12±SY (10'X10', EST.)
 3,000 PSI AT 28 DAYS CONCRETE MIAMI CURB WITH CONSTRUCTION JOINTS AT 10' SPACING	58±LF

SECTION 4 – STANDARD PURCHASING 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 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. **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 Bidder. 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

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. When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders shall acknowledge all addenda by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange website, www.port-orange.org/bids.aspx

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. Bidders 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 Bidder 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, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for

the Bidder. In submitting a Response to the City of Port Orange, the Bidder offers and agrees that if the Response is accepted, the Bidder 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 Bidder.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Bidder 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 Bidder 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 Bidder 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 Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, 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 Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, 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 recommendation of the requesting department's evaluation 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 Bidders; to reject any and all sealed bid 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 and Responsive 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, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

10. BID RETURNS

Bidders 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 Bidders 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. 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.
- b. If the protestor disagrees, he/she 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

Bidders 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 Bidder 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 Bidder'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 Bidder'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 Bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Bidder 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 days advance notice for any anticipated changes to 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 and or services, 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/her expense.

18. CONDUCT OF BIDDERS

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council members, or City staff at any time during the course of the solicitation process. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. The solicitation process shall end upon issuance of the written Notice of Intended Action containing the recommendation of award to the Bidder. 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 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 Bidders, 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 Bidder 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 noticed 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 Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder'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 Bidder. 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 Contractor. Any price escalations are limited to those stated by the Contractor 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) shall require City 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

Bidder 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 Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY BIDDER

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 Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

The Contractor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. DEFAULT PROVISIONS

In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and hold the Contractor 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 Bidder for a period of 36 months from the date of default.

30. DELIVERY OF GOODS/SERVICES

Upon approval of a contract, the Contractor 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, Contractor 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 Contractor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Contractor to meet the contract delivery dates will be cause for removal of the Contractor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. 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.

32. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder 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 Bidder. 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 Bidder 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.

33. 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 Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after nonresponse from that Bidder 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 Bidder from submitting multiple Responses for different products or services.

34. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Bidder 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 Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her 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 Bidder 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.

35. E-VERIFY

Bidders 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 Bidder 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. Bidders shall complete Form 7.11 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

36. FACILITIES

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

37. FAILURE TO RESPOND

If the Bidder elects not to bid, he/she should 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 Bidder's name being removed from the City's mailing list.

38. FINANCIAL STABILITY

Bidders 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.

39. 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.

40. 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.

41. GOVERNING LAW

Bidders 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.

42. 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 Contractor/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.

43. HIPAA COMPLIANCE

The Bidder 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 Contractor uses, discloses or has access to protected health information as defined by HIPAA.

44. 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.

45. INDEMNIFICATION/HOLD HARMLESS

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonably determined by City.

46. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder 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 Bidder under this contract and that the successful Bidder has no authority to bind the City.

The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Bidder 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 Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred as arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's employees performed in connection with the Contract.

47. 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 Bidder 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.

48. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder 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.

49. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. 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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring

that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements

	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ 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.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: 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 Agreement 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	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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50. 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 Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

Each Bidder 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 Bidder.

52. 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.

53. 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 Bidder shall not constitute a cognizable defense against the legal effect thereof.

54. LICENSES, PERMITS AND TAXES

The Bidder 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 Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

55. LITERATURE (if applicable):

If no brand, model or make is specified, Bidders 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 Bidder proposes to furnish.

56. 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.

57. 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.

58. 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. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

59. 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.

60. NON-EXCLUSIVITY OF CONTRACT

The selected Bidder 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.

61. 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 Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. 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.

63. 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.

64. OTHER AGENCIES

- (a) All Bidders 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 Bidder(s).

65. PATENTS/COPYRIGHTS

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

66. 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 Bidders attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. 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 Bidder 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.

68. 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.

69. PRICING

The Bidder 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 Bidder 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, Bidders 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.

70. 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.

71. 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 Bidder 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.

72. 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 Contractor during the term of contract, and the Contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

73. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder 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 Bidder list.

74. 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.

75. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder 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 Bidders 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 Bidder, or where a Bidder answers questions. In other words, neither Bidders, 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 Bidders, but the new law limits public attendance to portions of such meetings.

76. PURCHASE ORDER AND DELIVERY

The successful Bidder 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 Bidder. 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.

77. 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.

78. RECORDS/AUDIT

(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.

79. RECYCLED MATERIALS

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

80. 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.)

81. REQUEST FOR ADDITIONAL INFORMATION

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

82. 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.

83. 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.

84. 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 Bidders shall become the property of the City when received.

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

86. 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 Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

87. SEPARATION AND DISTRUBUTION

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.

88. 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.

89. 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.

90. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Bidder, 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 Bidder, 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 Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. 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.

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders 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 Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder 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: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, 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 late responses will be returned to the Bidder and will not be unopened. 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, name and address of the Bidder.

93. 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 Bidder 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 Bidder shall provide follow-up evidence that the Bidder 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 evidenced by entity records.

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

Bidders 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 Bidder 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.

96. 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.

97. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder'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.

98. TERMINATION CONVENIENCE – NOTICE

The City of Port Orange reserves the right to terminate the contract for default if the Contractor breaches any of the terms therein, including warranties of the Contractor or if the Contractor 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 Contractor 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 Contractor.

99. TERMINATION - NOTICE

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

contract. The Bidder 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.

100. 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 Contractor 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.

101. 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.

102. USE OF SOLICITATION FORMS

The Bidder 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 Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

For purposes of Response evaluation, Bidders must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder 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.

104. BIDDER'S PRODUCT OR SERVICES

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

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder 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 Bidder.

- c. In furnishing the service or product to the City, the Bidder 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.

105. 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 Bidders, 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)

106. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties. The Bidder 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 Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

[Remainder of page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

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 ninety (90) days from the Notice to Proceed. Sixty (60) days for substantial completion and thirty (30) days for final completion.

No changes to subcontractors are allowed without written approval from the City.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information
- B. Notice to Proceed: TBD by the using department.
- C. Start Date and Time: after Pre-construction Meeting
- D. Substantial Completion Time: Not to exceed 60 days maximum from the date of the Notice to Proceed.
- E. Final Completion Time: 30 days from substantial completion time.
- F. Total Completion Time: Not to exceed ninety (90) days from the date of the Notice to Proceed.

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.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS

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

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.

WARRANTY:

The Contractor will provide all warranties within the specifications and a warranty for materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Anti-Collusion Form
- _____ Form 7.7– Statement of Bidder’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Form 7.11 – E-Verify Affidavit
- _____ Form 7.12 - Debarment, Suspension and Other Responsibility Matters
- _____ Attachment 1 – Bid Proposal
- _____ 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 – BIDDER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder / Contractor as its act and deed and that the Bidder / 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 Bidder interested in said ITB; and that the undersigned executed this Bidder’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 Bidders, 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 Bidders 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 _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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 BIDDER’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? YES ☐ NO ☐
- 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 _____ 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 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. 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 City 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 goods or 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.

	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 Bidder 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 Bidder shall not substitute subcontractors without approval from the City. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

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 and/or ☐ Principal Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ 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 and/or principal place of business 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 bidder 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.

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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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 7.11 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1.The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

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

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

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

 "ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB 21-20 REPAIR AND RESURFACE SAMMS AVENUE					
Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated. Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ALL PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Provide all labor, materials, and equipment necessary to repair damages to the roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue	1	LS	\$0.00	\$0.00
				TOTAL BASE BID:	\$0.00
Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS _____				
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS _____ MONTHS _____ YEARS _____				

This document must be completed and returned with your Submittal

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: _____

(386) 500-5501

Amount: \$ _____

City Case/Project No. ITB 21-20 Repair & Resurface of Samms Avenue

Description of Work: ITB 21-20 Repair & Resurface of Samms Avenue

Project Location: _____ City of Port Orange, Volusia County, Florida

Legal Description: _____ City of Port Orange, Volusia County, Florida

Front Page

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

ITB 21-20 Repair & Resurface of Samms Avenue

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, _____ 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 _____ **AND** _____ **/100 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 Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Repair & Resurface of Samms Ave, 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 255.05(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 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.

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this _____ day of __, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the repair and resurfacing of Samms Avenue, and as more specifically described in Intent to BID 21-20 ("ITB 21-20"). This Contract together with ITB 21-20, Drawings, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3, Scope of Services, Drawings, and Addenda of ITB 21-20 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-20 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties. The work shall be substantially completed within sixty (60) days from the issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

Manner and Place: The work shall be 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 Notice to Proceed and a written Purchase Order issued and executed by the City Manager. 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed ____/100 Dollars (\$____). 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, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

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 23 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(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 from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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@PORTORANGE.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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: 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 Agreement 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	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for ROB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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. 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 Agreement. 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, MMC. 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 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.**

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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
_____ @ _____ - E-Mail

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 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.

30. 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]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses: _____

Printed Name: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as President of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

By: _____, 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: _____

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

FOR INFORMATIONAL PURPOSES ONLY

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 by means of ____ physical presence or ____ online notarization, 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. He is ____ personally known or ____ produced _____ as identification.

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, by means of ____ physical presence or ____ online notarization, 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. He is ____ personally known or ____ produced _____ as identification.

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 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – E-Verify Affidavit
- ☒ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ☒ Attachment 1 – Bid Proposal
- ☒ 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: Sparks Concrete LLC
Name of Business


Authorized Signature

July 27, 2021
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder / Contractor as its act and deed and that the Bidder / 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 Bidder interested in said ITB; and that the undersigned executed this Bidder'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):

Sparks Concrete LLC
NAME OF BUSINESS

4106 S Nova Rd
MAILING ADDRESS


AUTHORIZED SIGNATURE

Port Orange, FL
CITY, STATE & ZIP CODE

Doreen Sparks, Office Manager
NAME, TITLE, TYPED

386-760-1002
TELEPHONE NUMBER / FAX NUMBER

20-3354940
FEDERAL IDENTIFICATION #

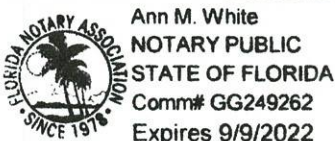
sparksconcrete@cfl.rr.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of July 27th, 2021 by Doreen Sparks, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 9/9/2022


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 Bidders, 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: 7/21/2021 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."

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 27 day of July, 2021, by

Doreen Sparks, as Office Manager of

(NAME) (TITLE)

Sparks Concrete LLC and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White

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 Bidders 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.

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 27 day of July, 2021, by
Doreen Sparks, as Office Manager of
 (NAME) (TITLE)
Sparks Concrete LLC and who:
 (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Ann M. White
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG249262
 Expires 9/9/2022

Ann M. White

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

1. The business address of Sparks Concrete LLC (name of Offeror or business) is 4106 S Nova Rd. Port Orange, FL 32127.
2. My relationship to Sparks Concrete LLC (name of Offeror or business) is Office 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.)~~

Sparks Concrete LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 27th day of July, 2021, by Doreen Sparks, as Office Manager of Sparks Concrete LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M. White
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – 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: Sparks Concrete LLC

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

PRINTED SIGNATURE: Doreen Sparks 

TITLE: Office Manager

ADDRESS: 4106 S Nova Rd

Port Orange, FL
CITY: STATE: _____ ZIP CODE: 32127

386-760-1002
TELEPHONE: _____ FAX: _____

COMPLETION TIME: 15 days

F.E.I.N. NUMBER: 20-3354940

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 BIDDER'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. \$ Sparks Concrete LLC
- B. Permanent main office address. 4106 S Nova Rd, Port Orange, FL 32127
- C. Date organized. 5/31/2005
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 16
- 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. concrete and asphalt repair or replacement
- 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. "see attached" / yes.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 1,500,000.00
- O. Give bank reference: Stephanie Thomas, Regions Bank, Port Orange
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☒ NO ☐
- 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. yes

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF: Florida

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 27th day of July, 20 21, by Doreen Sparks and who:

[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced _____ as identification.

Ann M White

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration:



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

This document must be completed and returned with your Submittal

SPARKS CONCRETE LLC
WORK ON HANDS SCHEDULE AS OF:
7/28/2021

CONTRACT DESCRIPTION	CONTRACT PRICE	TOTAL BILLED TO-DATE	Completion Date
City of South Daytona 2 Year Renewable Concrete Repair Maintenance Contract	50,000	11,200	12/30/2021
City Port Orange Year Renewable Concrete & Asphalt Repair Maintenance Contract	350,000	49,996	12/31/2021
City of NSB Maintainence Contract Year Renewable Concrete & Asphalt Repair Maintenance Contract	30,000	1,778	12/31/2021
Brevard County Year Renewable Concrete Repair Maintenance Contract	159,000	125,183	12/31/2021
City of Daytona Beach Shores Sidewalks and Curb	47,250	0	12/31/2021
550 Construction - Curb and sidewalk	6,798	0	12/31/2021
Inlet Title Company Concrete Parking Lot	22,260	0	7/30/2021
Chatley Communitis	5,000	0	7/30/2021
Residential Concrete Driveways	16,966	0	8/10/2021
City NSB Murry Creek	9,800	0	8/15/2021
	\$697,073.25	\$188,156.93	



An Equal Opportunity Employer

4106 South Nova Road

Port Orange, Fl. 32127

386-760-1002

sparksconcrete@cfl.rr.com

Vehicles and Equipment Owned:

1995 Ross Concrete Batch Plant – Bandit 800MVR

1981 Ross Concrete Batch Plant- 100SUPER 7968-5

2015 Mack GU712 Concrete Mixer Truck– Vin# 1M2AX13C2FM028584

2005 Peterbuilt Concrete Mixer Truck – Vin# 1NPALT0X55D831500

2012 Peterbuilt 1200 Transport Truck Vehicle - Vin# 1DA72C7955C017204

2004 INTL 7500 Dump Truck– Vin# 1HTWNADTX4J081128

2006 Ford Dump Truck – Vin# 3FRNF65E86V387962

2020 Ford F250 Super Duty Pick Up Truck – 1FTBF2A67LED10126

2017 Ford F150 Pick Up Truck– Vin# 1FTMF1C8XHKD23155

2017 Ford F150 Pick Up Truck – Vin# 1FTMF1C88HKD23154

2008 Ford F450SD Utility Truck – Vin# 1FDXF46R98EA51310

2017 CAT Excavator – Model 304E2/Serial# CAT0304EAME400152

2019 CAT SkidSteer – Model 2590/Serial# CAT0259DTFTL21974

2015 CAT Loader – Model 904H/Serial# CAT0904HPH4T00212

2010 G928 Front-Loader – Model M272619/Serial# CAT0928GEDJD02601

**2018 E-Z Drill 210B-2-SRA Model S/N AH-6018– Drilling Unit / Dust Collector Kit
Model S/N 0220D**

2004 Roadtec Paver RP-190-198

Roadway Roller RWYL 424

2014 185 Pull Behind Air Compressor

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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. 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: FDOT District 5
Contact Person: Ernesto Saltar
City, State: Deland, Florida
Telephone Number: 386-846-4753
Email Address: Ernesto.Saltar@dot.state.fl.us
Description of goods or
Services provided: Concrete Pavement Repairs/ Shoulder Widening US-92 (S.R. 600)
Contract Amount: \$1,116,636.10
Start/End Date of Contract: 4/23/2020 - 1/22/2021
2. Company Name: City of South Daytona
Contact Person: Pat Clark
City, State: South Daytona, FL
Telephone Number: 386-322-3010
Email Address: pclark@southdaytona.org
Description of goods or
Services provided: All Types of concrete work, city wide repairs and maintenance
Contract Amount: _____
Start/End Date of Contract: 2004- current
3. Company Name: City of Edgewater
Contact Person: Randy Coslow
City, State: Edgewater, FL
Telephone Number: 386-424-2400
Email Address: rcoslow@cityofedgewater.org
Description of goods or
Services provided: Lime Tree Drive ADA Sidewalk
Contract Amount: \$193,000.00
Start/End Date of Contract: 08/2020- 12/2020

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 City 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 goods or 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.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Brian Peek	(386) 322-3080	Y	current	milled and paved Deland Ave, South Daytona
2	Ernesto Salta	386-846-4753	Y	1	added shoulder to SR600
3	Randy Coslow	386-424-2400	Y	3	installed new ADA sidewalk

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder 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 Bidder shall not substitute subcontractors without approval from the City. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

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): ITB # 21-20BUSINESS NAME: Sparks Concrete LLC CONTACT PERSON/TITLE: Billy MAILING ADDRESS: 4106 S Nova RdCITY-STATE-ZIP: Port Orange, FL 32127Length of Time at Address Provided: 15Physical Presence of Business: ☐ Headquarters and/or ☒ Principal Place of BusinessAnd within Legal Boundaries: ☒ City of Port Orange ☐ Volusia County ☐ State of FloridaFEIN (Federal Employer Identification Number): 20-3354940BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-760-1002

FAX: _____

EMAIL: sparksconcrete@cfl.rr.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 and/or principal place of business 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 bidder 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.

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

Sparks Concrete LLC

Name of Business

By: Doreen SparksPrinted Name: Doreen SparksTitle: Office ManagerSTATE OF FloridaCOUNTY OF Volusia

27th The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this day of July, 2021, by Doreen Sparks, as Office Manager of Sparks Concrete LLC, a _____, He or she is X personally known or _____ produced as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M. White
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

FORM 7.11 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Repair and resurface Samms Ave

Solicitation Number: ITB 21-20

I, the undersigned, hereby certify that Sparks Concrete LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

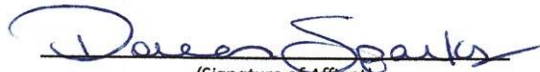
Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Sparks Concrete LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Doreen Sparks, Office Manager

(Print or Type Name, Title)


(Signature of Affiant)

20-3354940

(Federal Employer ID Number – FEIN)

1283456

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of July, 2021, by Doreen Sparks as Office Manager of Sparks Concrete LLC on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.



Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

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

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

Sparks Concrete LLC

Organization Name

ITB 21-20

Bid Number or Project Name

Doreen Sparks, Office Manager

Name(s) and Title(s) of Authorized Representatives



Signature

7/27/21

Date

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-20

REPAIR AND RESURFACE SAMMS AVENUE

Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.

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

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

Sparks Concrete LLC

Billy Sparks

sparksconcrete@earthlink.net

Billy Sparks 7/27/21

ALL PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Provide all labor, materials, and equipment necessary to repair damages to the roadway surfaces and curb areas caused by tree roots, between 1043 and 1045 Samms Avenue	1	LS	\$13,500.00	\$13,500.00
TOTAL BASE BID:				\$13,500.00	\$13,500.00

Number of calendar days to complete project upon receipt of Notice to Proceed:	DAYS 15
Contractor will warranty all workmanship, materials and labor beyond required 1 year warranty for:	DAYS 365 MONTHS 12 YEARS 1

2020/2021

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 # 200510030015 Expires: September 30, 2021
Business Location: 4106 S NOVA RD

Business Name: SPARKS CONCRETE LLC
Owner Name: SPARKS CONCRETE LLC
Mailing Address: 4106 S NOVA RD
PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Concrete Specialty Contractor		301CN	1	\$18.00

- 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: 09/30/2020
RECEIPT #: WWW-19-0046267
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: SPARKS CONCRETE LLC
Owner Name: SPARKS CONCRETE LLC
Mailing Address: 4106 S NOVA RD
PORT ORANGE, FL 32127



Account # 200510030015 Expires: September 30, 2021
Business Location: 4106 S NOVA RD

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



Growth and Resource Management
123 West Indiana Avenue
DeLand, Florida 32720

Competency Card

09/05/2019

689866

To: SPARKS CONCRETE LLC
4106 S NOVA RD BLDG
PORT ORANGE, FL 32127

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL #11040601	EXPIRES 09/30/2021
THIS CERTIFIES WILLIAM CARTER SPARKS SPARKS CONCRETE LLC	
IS LICENSED AS A 83 CONCRETE -	
CON11040601	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY	
VOLUSIA COUNTY CLCA	
BUILDING OFFICIAL	

2022 City of Port Orange Business Tax Receipt



SPARKS CONCRETE LLC
4106 NOVA RD

PORT ORANGE FL 32127-5330

ISSUE DATE: **October 01, 2020**

EXPIRATION DATE: **September 30, 2021**

OWNER NAME:

BUSINESS ADDRESS: 4106 NOVA RD

BUSINESS TAX NUMBER: 21-00023501
CLASSIFICATION: SUBCONTRACTOR-CONCRETE FINISHING COMM
COMMENTS: CONCRETE READY-MIX
STATE LICENSE NUMBER: CON11040601 09/30/21
(If Applicable)

TOTAL PAID: \$55.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

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.

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000057565

Entity Name: SPARKS CONCRETE, LLC.**Current Principal Place of Business:**4106 SOUTH NOVA RD
PORT ORANGE, FL 32127**Current Mailing Address:**4106 SOUTH NOVA RD
PORT ORANGE, FL 32127 US**FEI Number:** 20-3354940**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**SPARKS, WILLIAM C
345 COQUINA AVENUE
ORMOND BEACH, FL 32174 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:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MANAGER, PRESIDENT
Name	SPARKS, WILLIAM C
Address	345 COQUINA AVENUE
City-State-Zip:	ORMOND BEACH FL 32174

Title	MANAGER
Name	SPARKS, DOREEN T
Address	345 COQUINA AVENUE
City-State-Zip:	ORMOND BEACH FL 32174

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 like empowered.

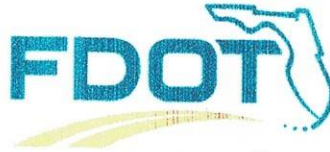
SIGNATURE: DOREEN SPARKS

MANAGER

03/04/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 23, 2021

SPARKS CONCRETE, LLC
4106 SOUTH NOVA ROAD
PORT ORANGE, FLORIDA 32127

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

HOT PLANT-MIXED BITUM. COURSES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Curb & Gutter, Concrete Pavement Repair, Driveways.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



NOTICE OF INTENT TO AWARD

ITB # 21-20

REPAIR AND RESURFACE SAMMS AVENUE

August 2, 2021

On July 28, 2021, Purchasing received three (3) bid submittals for ITB # 21-20 Repair and Resurface Samms Avenue.

After review of the responses, City Staff has made a recommendation to award to the following firm:

SPARKS CONCRETE LLC

This recommendation of award will be presented to City Council for approval on or about September 7, 2021. Interested parties may review the City Council agenda at <https://www.port-orange.org/>

Joseph Castro
Buyer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2021

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 Versured 240 Northeast Promontory, Suite 200 Farmington UT 84025		CONTACT NAME: Jill Margis PHONE (A/C, No, Ext): (801) 494-1907 E-MAIL ADDRESS: jill@versured.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: FLORIDACITRUSBUSINESS&INDUSTRIESFUND INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #
INSURED SPARKS CONCRETE LLC 4106 S Nova Rd Port Orange FL 32127-5331				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	Y	10658332-2020	11/17/2020 11/17/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

A waiver of subrogation exists in favor of The City of Port Orange when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119		CONTACT NAME: PHONE (A/C, No, Ext): 386-756-8551 FAX (A/C, No): 386-756-2344 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PENN AMERICA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

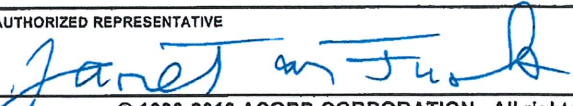
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	X	X	PAV0287220	01/23/21	01/23/22	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PROJECT ☐ LOC						
		AUTOMOBILE LIABILITY					
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Port Orange is listed as an Additional Insured with coverage as primary and non-contributory. Waiver of Subrogation is included. A 30 day written notice of cancellation.

CERTIFICATE HOLDER City of Port Orange 1000 City Center Circle Port Orange, FL 32129 Fax: (386) 756-5370 Email: Kcockcroft@port-orange.org	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

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.

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PRODUCER Foundation Risk Partners 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117	CONTACT NAME: Certificates	
	PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370	
	E-MAIL ADDRESS: certs@foundationrp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sparks Concrete LLC 4106 S Nova Rd Port Orange FL 32127-5331	INSURER A : Auto-Owners Insurance Company	18988
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1940357705**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		5164923700	2/28/2021	2/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Port Orange is a Designated Insured regarding the Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
1000 City Center Circle
Port Orange FL 32127

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8c) Renewal of worker's compensation, property, auto, liability and surplus lines of insurance through Preferred Government Insurance Trust (PGIT) for FY22

DEPARTMENT: Administrative Services

GOAL: Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the renewal of the lines of insurance coverage with Preferred Government Insurance Trust consistent with this agenda item, for the third one-year renewal of lines of coverage and to delegate authority to the City Manager to finalize and execute any required documents with PGIT for the renewal effective October 1, 2021.

SUMMARY: On August 21, 2018, Council approved an initial two-year term for insurance policies brokered through Brown & Brown for Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Worker's Compensation from 10/01/18 through 09/30/20 pursuant to RFP 18-22. The RFP provided for an initial one-year term (10/01/18 through 09/30/19), with four optional one-year renewals, subject to agreement by the parties and City Council approval. Upon initial contract, Brown & Brown offered a two-year rate guarantee. On 09/17/19, City Council approved the first one-year renewal of the policies for the period 10/01/19 – 09/30/20, and on 09/15/20, City Council approved the second one-year renewal of the policies for the period 10/01/20 – 09/30/21. Brown & Brown has submitted its proposal for the third one-year renewal for the period of 10/01/21 – 09/30/22. See attached.

Page 21 of the attached proposal details the expiring and renewal premiums for each line of coverage. Overall, the proposal represents an increase in total premiums of \$72,777 (6.9%) compared to FY21. This was an expected increase based on current claims and insured values versus current premiums. The property insurance market has continued to harden over the last several years due to property losses nationwide. While PGIT writes on Florida public entities, it purchases its Excess of Loss coverage from the marketplace that has been hit by catastrophic losses across the country.

Funding is subject to approval of the FY22 budget. The request is within the current department budget request for FY22.

Project No.: N/A Funding Account No.: Commercial Policy Insurance

ATTACHMENTS:

1.	Summary of Proposal pg21. BH-Updated -1	Summary of Proposal pg21. BH-Updated -1.pdf
2.	21-22 City of Port Orange - Proposal	21-22 City of Port Orange - Proposal.PDF
3.	Expiring VS Renewal Premium (003)	Expiring VS Renewal Premium (003).pdf

Grace Stewart	Created/Initiated - 7/29/2021
Heather Carrizales	Approved - 8/13/2021
Lupe Reyna-Coffin	Approved - 8/13/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/23/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	2020 Expiring:	2021 Renewal:
Package:		
Property	\$ 273,188.00	\$ 300,511.00
Inland Marine	\$ 13,556.00	\$ 15,264.00
General Liability	\$ 104,573.00	\$ 111,589.00
Law Enforcement Liability	\$ 99,796.00	\$ 107,605.00
Public Officials / Employment Practices / Cyber	\$ 60,059.00	\$ 64,544.00
Automobile Liability	\$ 55,382.00	\$ 61,928.00
Automobile Physical Damage	\$ 40,082.00	\$ 47,472.00
Fees / Surcharges / Taxes	\$ -	\$ -
Equipment Breakdown	\$ 6,096.00	\$ 6,096.00
Fees / Surcharges / Taxes	\$ -	\$ -
Crime	\$ 3,285.00	\$ 3,369.00
Fees / Surcharges / Taxes	\$ -	\$ -
Workers' Compensation	\$ 405,046.00	\$ 415,462.00
Expense Constant	\$ 160.00	\$ 160.00
Total Premium	\$ 1,061,223.00	\$ 1,134,000.00

Exposures as Proposed:	2020 Expiring:	2021 Renewal:
Property - Total Insured Value	\$ 112,949,206	\$ 112,949,206
Inland Marine - Total Insured Value	\$ 4,963,240	\$ 5,079,470
General Liability Payroll	\$ 17,686,676	\$ 17,157,101
Public Officials Payroll	\$ 23,682,640	\$ 23,076,110
Law Enforcement Officers	96	94
Employees (FT, PT & Volunteers)	625	597
Vehicles / Trailer Units	291	301
Automobile - Physical Damage Value	\$ 15,254,071	\$ 16,442,080
Experience Modifier	1.01	1.13

CITY OF PORT ORANGE

INSURANCE PROPOSAL

*Property, Inland Marine, Equipment Breakdown, Crime, General Liability,
Law Enforcement Liability, Public Officials Liability, Employment
Practices Liability, Cyber, Automobile & Workers' Compensation
Effective: 10/01/2021 – 10/01/2022*

Presented By:

Bobbi Barlow, CPCU, AAI, CPIW
Senior Vice President

Stephen Scullian, CPCU, ARM
Vice President

Julie Young, CIC, AAI
Account Executive

Angela Phiifer, ACSR
Account Manager

Alexandra Parrillo
Marketing Analyst



300 North Beach Street
Daytona Beach, FL 32114

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Bobbi Barlow Senior Vice President
Email	BBarlow@bbdaytona.com
Phone	(386) 239-5724
PRODUCER	Stephen Scullian, CPCU, ARM Vice President
Email	SScullian@bbdaytona.com
Phone	(386) 239-7211
ACCOUNT EXECUTIVE	Julie Young, CIC, AAI Senior Vice President
Email	JYoung@bbdaytona.com
Phone	(386) 239-7231
ACCOUNT MANAGER	Angela Phifer, ACSR
Email	APhifer@bbdaytona.com
Phone	(386) 239-5766
CLAIMS ANALYST	Tiffany Harbin
Email	THarbin@bbdaytona.com
Phone	(386) 333-6082
CERTIFICATE OF INSURANCE	Angela Phifer, ACSR
Email	APhifer@bbdaytona.com
Phone	(386) 239-5766
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

***Preferred* Governmental Insurance Trust Excess Insurance Structure**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 21-22

Statutory Limits	All Property Insured by Trust									
	\$340,000,000 Total Limit									
Arch Insurance Company	Arch Specialty Chubb European Group Convex Endurance UK Evanston Everest Indemnity First Specialty Ironshore Specialty Lancashire Landmark American Lexington Insurance Company Lloyds RSUI Starr Surplus lines \$140,000,000 (Excess over Tower 1 & Tower 2)		\$2,000,000	\$1,000,000	Higher Limits Available \$1,000,000 Per Occurrence Limit					
\$1,000,000			Indian Harbor Insurance Co.	Beazley	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.		
Great American E&S Ins. Co.										
\$1,000,000 Retention	\$100,000,000 Arch Specialty Aspen Specialty AWAC Beazley Chubb Europe Endurance UK Endurance US HDI Global Houston Specialty Independent Specialty Interstate Fire International General Landmark American Lexington Liberty Specialty Lloyds Starr Surplus Westchester (Tower 1)	\$100,000,000 Arch Specialty Aspen Specialty AWAC Berkshire Hathaway Convex Endurance UK Endurance US Everest First Specialty Houston Specialty Independent Specialty Interstate Fire Lancashire Landmark American Lexington Liberty Specialty Lloyds Starr StarStone Westchester (Tower 2)	\$100,000 Retention		\$200,000 Retention	\$200,000 Retention	\$150,000 Retention	\$100,000 Retention		
		\$25,000 Retention								
					\$10,000 Retention					
Workers' Compensation	Property Inland Marine and Automobile PD		Cyber Liability	Active Assailant	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices		

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Building & Contents Total Insured Values – Blanket	\$112,949,206
Flood Limit, Per Occurrence and Aggregate <i>Excess of NFIP, Whether Purchased or Not</i>	\$2,000,000
Earth Movement, Per Occurrence and Aggregate	\$2,000,000
Terrorism	\$5,000,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket Subject to Limits Shown in Policy Declaration at Time of Loss

Deductibles:	
Named Storm Based on TIV, Per Occurrence, Per Location Subject to a Minimum Per Occurrence	3% \$35,000
Flood, Per Flood, Except Zones A, V <i>Excess of NFIP Whether Purchased or Not</i>	\$25,000
All Other Perils, Per Occurrence	\$25,000
Earth Movement, Per Occurrence	\$25,000
Terrorism, Per Occurrence	\$25,000

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefill or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

****Location is Defined by Each Itemized Listing on the Schedule
See Schedule of Locations and Values After Appendix***

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE: Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)*Client ultimately chooses value insured**These Limits do not increase any other applicable Limit of Liability, Deductibles apply*

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals – Annual Aggregate	\$5,000
Business Income	\$1,000,000
Buildings Under Construction	If Shown on Property Schedule
Debris Removal, Whichever is Greater, Per Occurrence	\$250,000 or 25% of Loss
Demolition, Ordinance, Increased Cost of Construction	\$500,000
Duty to Defend	Included
Errors & Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense – Annual Aggregate	\$50,000
Lawns, Plants, Trees & Shrubs	\$25,000
Leasehold Interest	\$0
New Locations	\$2,000,000
Personal Property of Employees	\$50,000
Pollution Cleanup Expense – Annual Aggregate	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

During the proposed Coverage Agreement period, we will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Public Entity Property – Flood Coverage
Public Entity Property – Earth Movement Coverage
Common Agreement: Consent to Settle
25% Minimum Earned Premium
Exclusions:
• War, Military Action and Terrorism
• Pollution
• Nuclear Reaction
• Utility Failure, Except as Provided Under Special Property Coverages
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
• Building Ordinance Enforcement
• Mold/Fungus
• Water, Except as Provided Under Extensions of Coverage
• Asbestos
• Inventory Shortage
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill
Property Not Covered:
• Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
• Aircraft
• Vehicles licensed or designed for highway use, unless shown on the Property Schedule
• Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
• Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
• Currency, Money Notes or Securities
• Dams, Dikes or Levees
• Contraband or Property in the Course of Illegal Transportation or Trade
• Property Covered Under Import or Export Ocean Cargo Policies; Property You Transport as a Common Carrier; Property Shipped by Mail, Unless Sent Registered or Certified
• Watercraft, unless loss is from a specified peril

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine <i>(Subject to \$25,000 Any One Item; Excludes Watercraft)</i>	\$1,000,000
Scheduled Inland Marine	\$4,079,470
Total All Inland Marine	\$5,079,470

Deductibles:	
Per Occurrence	See Schedule

See Schedule of Equipment and Values After Appendix

Valuation:
Agreed Value – Contractor's / Mobile Equipment
Replacement Cost – Valuable Papers

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property – Property and Inland Marine Coverage Form
25% Minimum Earned Premium

We will not charge an additional premium for inland marine items you purchase and are added by endorsement, after the effective date of the Coverage Agreement. If the newly added item was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement.

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE

Client ultimately chooses value insured

Description of Coverage:	Limits of Coverage:
Blanket Limit	
Property Damage	\$120,000,000
Business Income/Extra Expense –	\$1,000,000
Extended Period Unlimited	
Off Premises Property Damage	\$100,000
Deductible	\$25,000
Unintentional Errors or Omissions	\$1,000,000
Deductible	\$25,000
Newly Acquired Premises	365 Days
Electronic Data	\$1,000,000
Pollutant Clean Up or Removal	\$250,000
Business Income Loss of Utilities	\$1,000,000
Business Income Pollutant Clean-Up or Removal	\$250,000
Ammonia Contamination Property Damage	\$100,000
Debris Removal	\$100,000
Fungus Clean-Up or Removal	\$50,000
Pair and Set	\$50,000
Preparation of Loss Fees	\$50,000
Business Income Dependent Business Premises	\$100,000
Business Income Preparation of Loss Fees	\$50,000

\$250,000 Blanket Limit of Insurance:
Expediting Expenses
Public Safety Service Charges
Spoilage – Scheduled Locations
Spoilage – Utility Owned Equipment
Water Damage

Deductibles:	
Property Damage	\$25,000
Business Income Waiting Period	24 Hours
Dependent Business Premises Waiting Period	24 Hours
Loss of Utilities Waiting Period	24 Hours

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE (*Continued*)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
How to Report a Loss
AOD Policyholder Notice
Important Notice – Certificate & Handling Fees
Important Notice – Terrorism
Important Notice – NY Location Inspections
Title Page
Insuring Agreement
Property Declarations with Premise Locations
Supplemental Declarations – Property
Supplementary Declarations – Business Income
Property Damage Contract
Property/Business Income with Extra Expense
Property/Business Income Conditions and Definitions
Florida Mandatory – Conditions
Special Waiting Period Provision Added
Cap on Certified Terrorism Losses
Ammonia Contamination Property Damage

Travelers Casualty & Surety Company of America

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Description of Coverage:	Limits of Coverage:
Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises (Money, Securities, Other Property)	\$1,000,000
In Transit (Money, Securities, Other Property)	\$1,000,000
Money Orders & Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Claim Expense	\$5,000
Social Engineering Fraud	\$100,000
Telecommunication Fraud	\$100,000

Retentions:	
Employee Theft	\$10,000
Forgery or Alteration	\$10,000
On Premises (Money, Securities, Other Property)	\$10,000
In Transit (Money, Securities, Other Property)	\$10,000
Money Orders & Counterfeit Money	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000
Claim Expense	\$0
Social Engineering Fraud	\$10,000
Telecommunication Fraud	\$10,000

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
 Removal of Short-Rate Cancellation Endorsement
 Crime Policy Form
 Crime Declarations Page
 Government Entity Crime Endorsement - Faithful Performance of Duty
 Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
 Social Engineering Fraud Insuring Agreement Endorsement
 Amendatory Endorsement for Certain ERISA Conditions
 Florida Changes Endorsement
 Florida Cancellation or Termination Endorsement
 Telecommunication Fraud Insuring Agreement Endorsement
 Replace Exclusion BB. Endorsement: Crime policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan.

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial General Liability: Occurrence Form	Limits of Coverage:
Bodily Injury and Property Damage	\$2,000,000
Personal Injury & Advertising Injury	Included
Products & Completed Operations	Included
Fire Damage	Included
Medical Expense (Any One Person)	\$2,500
Deductible	\$0

Employee Benefits Liability: Occurrence Form	Limits of Coverage:
Per Person	\$2,000,000
Deductible	\$0

Other Coverages: Occurrence Form	Limits of Coverage:
Herbicide & Pesticide Aggregate	\$1,000,000
Sewer Backup & Water Damage:	
No Fault	\$10,000
At Fault	\$200,000
Aggregate	\$200,000
Bert J Harris Jr. Private Property Rights Protection Act Aggregate	\$300,000

Law Enforcement Liability: Occurrence Form	Limits of Coverage:
Per Person	\$2,000,000
Per Occurrence	\$2,000,000
Deductible	\$0

Defense Cost is Outside the Limit of Liability, Does Not Erode the Limit for General Liability & Law Enforcement Liability

Rating Basis: Premium is Not Subject to Annual Audit

Rating Basis:	Exposure:
General Liability – Ratable Payroll	\$17,157,101
Law Enforcement Liability – Number of Officers:	
Full Time Officers	93
Part Time Officers	1
Volunteer Officers	0

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE *(Continued)*

Higher limits may be available upon request

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Public Entity General Liability Coverage Form
Public Entity General Liability Employee Benefits Liability Coverage Form
Public Entity General Liability Preferred Endorsement
25% Minimum Earned Premium

Preferred Governmental Insurance Trust

**PROPOSED DEADLY WEAPON PROTECTION LIABILITY
COVERAGE**

Higher limits may be available upon request

Deadly Weapon Protection Coverage: <i>Claims Made</i>	Limits of Coverage:
Third Party Liability Coverage	\$1,000,000
Crisis Management Services	Included
Sublimits:	
Counseling Services	\$250,000
Funeral Expenses	\$250,000
Retroactive Date	10/01/2019

Claims Expenses are Included in the Limits of Liability

Deductibles:	
Each Event	\$0

Premium is Not Subject to Annual Audit

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Broad definition of Deadly Weapon Event, 24-hour Crisis Response Team Services
PGIT MN040 1019 Public Entity Deadly Weapon Protection Declarations
PGIT MN400 1020 Public Entity Deadly Weapon Protection Coverage Form
25% Minimum Earned Premium
Automatic Extended Reporting Period is 60 Days

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE

Higher limits may be available upon request

Public Officials Liability: Occurrence Form	Limits of Coverage:
Per Occurrence	\$2,000,000
Annual Aggregate	Not Applicable
Deductible	\$0

Supplementary Payments of Public Officials Liability:	Sublimits:
Pre-Termination:	
Per Employee	\$2,500
Annual Aggregate	\$5,000
Non-Monetary Aggregate	\$100,000

Employment Practices Liability: Occurrence Form	Limits of Coverage:
Per Occurrence	\$2,000,000
Annual Aggregate	Not Applicable
Deductible	\$0

Defense Cost is Outside the Limit of Liability, Does Not Erode the Limit for Public Officials Liability & Employment Practices Liability (Company Appoints Counsel)

Cyber Liability: Claims Made Form	Limits of Coverage:
Each Claim and Annual Aggregate	\$2,000,000
Third Party Liability Coverage:	
Privacy & Security Liability	\$2,000,000
Media Content Services Liability	\$2,000,000
PCI DSS Sublimit	\$1,000,000
First Party Liability Coverage:	
Cyber Extortion & Ransomware	\$2,000,000
Data Breach & Crisis Management	\$2,000,000
Data Recovery	\$2,000,000
Business Interruption/Extra Expense	\$2,000,000
Cyber Crime Aggregate	\$250,000
Utility Fraud Aggregate	\$100,000
Bricking Coverage Sublimit	\$250,000
System Failure – BI/EE Sublimit	\$1,000,000
Dependent Business Interruption Sublimit:	\$1,000,000
Business Interruption/Extra Expense Sublimit	Included
System Failure Sublimit	\$500,000
Deductible Each Claim	\$25,000
Waiting Period (Business Interruption/Extra Expense, System Failure, & Dependent Business Interruption)	10 Hours
Retroactive Date	10/01/2016

*Voluntary Notification Endorsement is Included
Defense Costs are Included in the Policy Limit (Company Appoints Counsel)*

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE (Continued)

Higher limits may be available upon request

Rating Basis:

Classification:	Exposure:
Payroll	\$23,076,110
Full Time Employees	425
Part Time Employees	34
Volunteers	138

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Public Entity Public Officials & Employment Practices Liability Coverage Form (Occurrence)
Public Entity Cyber Liability Endorsement (Media Content Services, Network Security, and Privacy Liability Endorsement) (Claims Made)
25% Minimum Earned Premium

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:	
Bodily Injury & Property Damage	1	\$1,000,000	Combined Single Limit
Personal Injury Protection (Florida No-Fault)	5	\$10,000	Each Person
Medical Payments	2	\$2,500	Each Person
Physical Damage – Owned Autos		ACV	Or Cost of Repair
Comprehensive	2	\$1,000	Deductible
Collision	2	\$1,000	Deductible
Physical Damage – Hired Autos		\$35,000	Limit
Comprehensive	8	\$1,000	Deductible
Collision	8	\$1,000	Deductible

See Vehicle Schedule and Values After Appendix

Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Public Entity Automobile Coverage Form
Public Entity Automobile – Florida Changes
Public Entity Automobile – Florida Personal Injury Protection
Public Entity Automobile – Pollution Liability – Broadened Coverage for Covered Autos
Public Entity Automobile – Mutual Aid Form
25% Minimum Earned Premium

Renewal Rating Basis: Total Units – 301

Expiring Rating Basis: Total Units – 291

Subject To:

Favorable Motor Vehicle Reports – Premium Subject to Change

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Uninsured Motorists coverage is available up to the limit of liability. If the limit selected is less than the Bodily Injury and Property Damage limit, a signed selection/rejection form will be required.

PROPOSED WORKERS' COMPENSATION COVERAGE

Employers Liability Coverage:	Limits of Coverage:
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Aggregate	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

Class Code:	Description:	Payroll:	Rate:
5509	Street or Road Maintenance & Drivers	\$567,899	\$9.57
7520	Waterworks Operation & Drivers	\$2,515,391	\$3.05
7580	Sewage Disposal Plant Operation & Drivers	\$382,972	\$2.43
7704	Fire Patrol or Protective Corps & Drivers	\$3,637,883	\$5.10
7720	Police Officers & Drivers	\$5,919,009	\$3.50
8380	Automobile Service or Repair Center & Drivers	\$340,213	\$2.54
8810	Clerical Office Employees	\$6,058,750	\$0.16
8820	Attorney – All Employees	\$0	\$1.14
8831	Hospital – Veterinary & Drivers	\$61,107	\$1.61
9015	Building or Property Management	\$315,902	\$3.81
9102	Park NOC – All Employees and Drivers	\$1,841,364	\$3.77
9410	Municipal, Township, County or State Employee	\$1,435,620	\$2.52
2021 Total Projected Payroll:		\$23,076,110	
<i>Manual Premium</i>		\$670,023	
Deductible: \$25,000 – NO AGGREGATE STOP LOSS AVAILABLE WITH <i>PREFERRED</i>		(\$134,005)	
Safety Program (2% Credit)		(\$10,720)	
Drug-Free Workplace (5% Credit)		(\$26,265)	
<i>Subtotal</i>		\$499,033	
Experience Modification (1.13)		\$64,874	
Schedule Rating Factor		(\$101,503)	
Premium Discount		(\$46,942)	
Expense Constant		\$160	
Total Estimated Premium:		\$415,622	

Premium is Subject to Annual Audit

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	2020 Expiring:	2021 Renewal:
Package:		
Property	\$ 273,188.00	\$ 300,511.00
Inland Marine	\$ 13,556.00	\$ 15,264.00
General Liability	\$ 104,573.00	\$ 111,589.00
Law Enforcement Liability	\$ 99,796.00	\$ 107,605.00
Public Officials / Employment Practices / Cyber	\$ 60,059.00	\$ 64,544.00
Automobile Liability	\$ 55,382.00	\$ 61,928.00
Automobile Physical Damage	\$ 40,082.00	\$ 47,472.00
Fees / Surcharges / Taxes	\$ -	\$ -
Equipment Breakdown	\$ 6,096.00	\$ 6,096.00
Fees / Surcharges / Taxes	\$ -	\$ -
Crime	\$ 3,285.00	\$ 3,369.00
Fees / Surcharges / Taxes	\$ -	\$ -
Workers' Compensation	\$ 405,046.00	\$ 415,462.00
Expense Constant	\$ 160.00	\$ 160.00
Total Premium	\$ 1,061,223.00	\$ 1,134,000.00

Exposures as Proposed:	2020 Expiring:	2021 Renewal:
Property - Total Insured Value	\$ 112,949,206	\$ 112,949,206
Inland Marine - Total Insured Value	\$ 4,963,240	\$ 5,079,470
General Liability Payroll	\$ 17,686,676	\$ 17,157,101
Public Officials Payroll	\$ 23,682,640	\$ 23,076,110
Law Enforcement Officers	96	94
Employees (FT, PT & Volunteers)	625	597
Vehicles / Trailer Units	291	301
Automobile - Physical Damage Value	\$ 15,254,071	\$ 16,442,080
Experience Modifier	1.01	1.13

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Option:
Property, Inland Marine, General Liability, Law Enforcement Liability, Deadly Weapon Protection Liability, Public Officials Liability, Employment Practices Liability, Cyber, Automobile	<i>Preferred</i> Governmental Insurance Trust	Agency Bill	• 50% Down, 25% Due at 75 Days and 25% Due at 166 Days
Equipment Breakdown	Federal Insurance Company	Agency Bill	• Annual Premium Due in Full
Crime	Travelers Casualty and Surety Company of America	Agency Bill	• Annual Premium Due in Full
Worker's Compensation	<i>Preferred</i> Governmental Insurance Trust	Direct Bill	• Quarterly Installments

A premium finance agreement is available upon request

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property, Inland Marine, General Liability, Law Enforcement Liability, Deadly Weapon Protection Liability, Public Officials Liability, Employment Practices Liability, Cyber, Automobile	<i>Preferred</i> Governmental Insurance Trust	• Signed First Page of Preferred Application • Signed UM Form • Signed Signature Page • Most Recent Audited Financials • Signed POL/EPLI Application • VIN Numbers for New Auto Units Added
Equipment Breakdown	Federal Insurance Company	• Signed Acord Application
Crime	Travelers Casualty and Surety Company of America	• Nothing Needed at This Time
Worker's Compensation	<i>Preferred</i> Governmental Insurance Trust	• Signed <i>Preferred</i> Work Comp Application • Signed and Completed Drug Free Application • Signed and Completed Safety Credit Application • Most Recent Audited Financials

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

A. M. Best* Financial rating for proposed Insurance Companies are as follows:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Property, Inland Marine, General Liability, Law Enforcement Liability, Deadly Weapon Protection Liability, Public Officials Liability, Employment Practices Liability, Cyber, Automobile	Preferred Governmental Insurance Trust	Not Rated	
	Equipment Breakdown	Federal Insurance Company	A++	XV
	Crime	Travelers Casualty and Surety Company of America	A++	XV
**	Worker's Compensation	Preferred Governmental Insurance Trust	Not Rated	

*****PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However, PGIT's excess of loss policies list every individual member as named insured, giving every member direct access to the insurance company of payment of claims.***

**Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 21-22**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company U.S. (AWAC)	A XV	Non-admitted
Arch Insurance Group	A+ XV	Non-admitted
Arch Specialty Insurance Co	A+ XV	Non-admitted
Aspen Specialty	A XV	Non-admitted
Beazley Insurance Co	A XV	Non-admitted
Berkshire Hathaway Specialty Insurance Co	A++ XV	Non-admitted
Chubb Bermuda International	A++ XV	Non-admitted
Convex	A- XIV	Non-admitted
Endurance American Specialty	A+ XV	Non-admitted
Endurance UK	A+ XV	Non-admitted
Evanston Insurance Co	A XV	Non-admitted
Everest Indemnity Insurance Co	A+ XV	Non-admitted
First Specialty Insurance Corporation	A+ XV	Non-admitted
Fortegra Specialty	A- VIII	Admitted
Hallmark	A- VII	Non-admitted
HDI Global	A XV	Non-admitted
Houston Specialty	A- IX	Non-admitted
Independent Specialty	A X	Non-admitted
Indian Harbor	A+ XV	Non-admitted
Interstate Fire & Casualty	A+ XV	Non-admitted
International General Insurance Co (UK)	A IX	Non-admitted
Ironshore Specialty	A XV	Non-admitted
Lancashire Insurance Co	A XIV	Non-admitted
Landmark American Indemnity Co	A+ XIV	Non-admitted
Lexington Insurance Co	A XV	Non-admitted
Liberty Specialty	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
StarStone Spechailty Insurance Co	A- XI	Non-admitted
Starr Surplus Lines Insurance Co	A XV	Non-admitted
Westchester Surplus Lines Insurance Co	A++ XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida, Inc. and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Coverage is being placed through ***Preferred Governmental Insurance Trust (“Preferred”)***, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Port Orange
Policy Number: TBD
Policy Period: 10/01/2021 – 10/01/2022
Date of Notice:

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

APPENDIX

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through *Preferred* Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida, Inc. (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage Review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the *Preferred* premiums billed and collected.

Preferred has also contracted with *Preferred* Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS received a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services to *Preferred*:

- Risk Placement
- Coverage Review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to *Preferred* for your coverage.

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:
<http://www.bbinsurance.com/customerinquiry.shtml>.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is \$100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or \$300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

<u>Symbol</u>	<u>Description</u>
1	<i>Any Auto.</i>
2	<i>Owned Autos only.</i> Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	<i>Owned private passenger autos only.</i> Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<i>Owned autos other than private passenger autos only.</i> Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<i>Owned autos subject to no-fault.</i> Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	<i>Owned autos subject to a compulsory uninsured motorists law.</i> Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	<i>Specifically Described Autos.</i> Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	<i>Hired Autos Only.</i> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	<i>Non-owned Autos Only.</i> Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

SCHEDULES

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 21-07

AGENCY: Brown & Brown, Inc. - Daytona Beach

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Adult Activity Center Annex	3738 Halifax Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$268,610	\$79,600
002	Adult Activity Center Building	4790 Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$545,800	\$111,200
003	Airport Road Park: Land Improvements (8" well on Sports Field)	6751 Airport Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$95,760	\$0
004	Airport Road Park: Plant (Equip) in Open (Playground Equipment)	6751 Airport Road Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$83,000	\$0
005	Airport Road Park: Restroom Building	6751 Airport Road Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$52,200	\$0
006	Airport Road Park: Shelter	6751 Airport Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$41,000	\$0
007	Allen Green Civic Center	4705 Clyde Morris Boulevard Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$3,093,740	\$908,400
008	Causeway Park: Boat Dock #1 and Handicap Ramp (Southwest)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$49,000	\$0
009	Causeway Park: Boat Dock #2 (Northwest)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$83,000	\$0
010	Causeway Park: Fishing Dock #1 (West Dock, under bridge)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$304,500	\$0
011	Causeway Park: Fishing Dock #2 (T Dock)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$400,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Causeway Park: Restroom Building	93 Dunlawton Avenue Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$43,800	\$0
013	Causeway Park: Shelter	93 Dunlawton Avenue Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$27,500	\$0
014	City Center Sports Complex: Concession/Restroom Building	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$77,800	\$0
015	City Center Sports Complex: Dugout Structure #1A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
016	City Center Sports Complex: Dugout Structure #1B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
017	City Center Sports Complex: Dugout Structure #2A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
018	City Center Sports Complex: Dugout Structure #2B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
019	City Center Sports Complex: Dugout Structure #3A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
020	City Center Sports Complex: Dugout Structure #3B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
021	City Center Sports Complex: Dugout Structure #4A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
022	City Center Sports Complex: Dugout Structure #4B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
023	City Center Sports Complex: Dugout Structure #5A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
024	City Center Sports Complex: Dugout Structure #5B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
025	City Center Sports Complex: Outdoor Lighting, Scoreboards,	4625 City Center Drive Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$349,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
026	Coraci Park: 1 Playset, Aluminum Bleachers, Aluminum Benches	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$50,000	\$0
027	Coraci Park: Chain Link Fencing	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$100,000	\$0
028	Coraci Park: Concession/Restroom Building	5200 Coraci Blvd. Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$185,050	\$0
029	Coraci Park: Grandstands	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$300,000	\$0
030	Coraci Park: Outdoor Lighting	5200 Coraci Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$800,000	\$0
031	Coraci Park: Pre-Fab Restroom	5200 Coraci Blvd. Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$160,000	\$0
032	Coraci Park: Scoreboard	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$50,000	\$0
033	Kenneth W. Parker Amphitheater	2001 City Center Circle Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$401,210	\$0
034	Lakeside Community Center: Building	1999 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$951,230	\$116,400
035	Lakeside Community Center: Recreation Storage Building	1999 City Center Circle Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$89,900	\$0
036	Memorial Park: Fishing Dock #1	3801 Jackson Street Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$121,600	\$0
037	Memorial Park: Fishing Dock #2	3801 Jackson Street Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$153,700	\$0
038	Parks Maintenance Facility	5839 Trailwood Drive Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$1,146,000	\$142,900
039	Port Orange Gymnasium: Equipment Storage	4655 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$185,180	\$34,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
040	Port Orange Gymnasium: Gym Building	4655 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$2,492,400	\$228,200
041	Port Orange Train Depot	415 Herbert Street Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$172,000	\$0
042	Riverwalk Park: Boardwalk	3431 S. Ridgewood Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$65,000	\$0
043	Riverwalk Park: Boardwalk & Fishing Pier	3431 S. Ridgewood Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$134,000	\$0
044	Riverwalk Park: Playground	3431 S. Ridgewood Avenue Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$130,000	\$0
045	Riverwalk Park: North Restroom/Concession Building	3431 S. Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$130,000	\$0
046	Riverwalk Park: South Restroom/Concession Building	3431 S. Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$180,000	\$0
047	Riverwalk Park: Splash Pad	3431 S. Ridgewood Avenue Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$42,000	\$0
048	Russell Property: Floating Dock	6060 Deer Feed Trail Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$116,900	\$0
049	Russell Property: Main House	6060 Deer Feed Trail Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$548,840	\$0
050	Russell Property: Pumphouse	6060 Deer Feed Trail Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$19,100	\$19,000
051	Russell Property: Shed	6060 Deer Feed Trail Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$47,500	\$0
052	Southwinds Park: Play Structure	1200 Richel Drive Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$40,000	\$0
053	Southwinds Park: Restroom/Concession Building	1200 Richel Drive Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$61,900	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
054	Spruce Creek Rec. Fac.: Road Park: Boardwalk	5959 S. Spruce Creek Road Port Orange Florida 32127	257 - Waterfront Structures	10/01/2021	10/01/2022	\$140,500	\$0
055	Spruce Creek Rec. Fac.: Road Park: Concession/Restroom Building	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$152,200	\$33,900
056	Spruce Creek Rec. Fac.: Road Park: Dugout #1	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
057	Spruce Creek Rec. Fac.: Road Park: Dugout #2	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
058	Spruce Creek Rec. Fac.: Road Park: Dugout #3	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
059	Spruce Creek Rec. Fac.: Road Park: Dugout #4	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
060	Spruce Creek Rec. Fac.: Road Park: Plant/Equip in Open	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$130,680	\$0
061	Spruce Creek Rec. Fac.: All-Childrens' Park: Playground Equipment (10	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$82,000	\$0
062	Spruce Creek Rec. Fac.: All-Childrens' Park: Restroom Building	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$54,400	\$0
063	Spruce Creek Rec. Fac.: Road Park: Scoreboard	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$30,000	\$0
064	Spruce Creek Rec. Fac.: Shelter/Pavilion	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$40,500	\$0
065	White Place Park: Dugout #1	210 White Place Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
066	White Place Park: Dugout #2	210 White Place Port Orange Florida 32127	101 - Frame	10/01/2021	10/01/2022	\$9,100	\$0
067	White Place Park: Lighting, Other	210 White Place Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$72,560	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
068	Willow Run Park: Lights	1351 School House Drive Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$18,600	\$0
069	Willow Run Park: Restroom Building	1351 School House Drive Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$82,680	\$0
070	Willow Run Park: Tennis Courts	1351 School House Drive Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$10,560	\$0
071	YMCA Building	4701 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$3,346,320	\$405,500
072	Police Evidence Building	5839 Trailwood Drive Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$124,420	\$61,700
073	Police Station	4545 Clyde Morris Blvd. Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$9,423,170	\$2,491,600
074	Police Storage/Office	4545 Clyde Morris Blvd. Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$527,840	\$210,900
075	Christiancy Master Lift Station: Generator Building (Front)	5367 Christiancy Avenue Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$31,800	\$10,600
076	Christiancy Master Lift Station: Generator Building and Emergency	5367 Christiancy Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$123,700	\$140,000
077	Countryside Regional Lift Station: Generator Building	633 Taylor Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$47,250	\$78,000
078	Garnsey Water Plant: Accelerator #1 (North Process Train / Bldg. 6)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$479,100	\$121,500
079	Garnsey Water Plant: Accelerator #2 (Central Process Train / Bldg. 8)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$479,100	\$121,500
080	Garnsey Water Plant: Accelerator #3 (South Process Train / Bldg. 10)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$479,100	\$121,500
081	Garnsey Water Plant: Backwash Recovery Basin	4400 Wellfield Road Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$260,000	\$140,600

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
082	Garnsey Water Plant: Chlorine Storage Building (Bldg. 23)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$135,900	\$55,100
083	Garnsey Water Plant: Electrical Building (Bldg. 24)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$116,000	\$134,000
084	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #1 (South / Bldg. 20/21)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$781,880	\$375,000
085	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #2 (Central / Bldg. 17/18)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$781,880	\$378,000
086	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #3 (North / Bldg. 13/14)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$781,880	\$378,000
087	Garnsey Water Plant: Fluoride/Liquid Amonia Bldg. (Bldg. 15/9)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$148,100	\$64,800
088	Garnsey Water Plant: Generator Building (Bldg. 29)	4400 Wellfield Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$434,460	\$0
089	Garnsey Water Plant: Ground Storage Tank (Bldg. 26)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,004,470	\$0
090	Garnsey Water Plant: High Service Pump Station (Bldg. 22)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$358,000	\$453,900
091	Garnsey Water Plant: Lime Silo #1 (North / Bldg. 5)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$84,000	\$0
092	Garnsey Water Plant: Lime Silo #2 (Central / Bldg. 7)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$84,000	\$0
093	Garnsey Water Plant: Lime Silo #3 (Central / Bldg. 11)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$84,000	\$0
094	Garnsey Water Plant: Maintenance Shop (Bldg. 28)	4400 Wellfield Road Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$49,900	\$17,300
095	Garnsey Water Plant: Maintenance Office (Bldg. 25)	4400 Wellfield Road Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$138,400	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
096	Garnsey Water Plant: Maintenance Storage/Warehouse Building (Bldg. 27)	4400 Wellfield Road Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$79,900	\$12,200
097	Garnsey Water Plant: Operations Building (Bldg. 4)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$278,400	\$276,400
098	Garnsey Water Plant: Sludge Press Building (Bldg. 2)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$190,350	\$456,300
099	Garnsey Water Plant: Thickener #1 (South / Bldg. 1)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$92,350	\$0
100	Garnsey Water Plant: Thickener #2 (North / Bldg. 3)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$92,370	\$0
101	Generator Building	633 Taylor Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$28,100	\$19,800
102	Wellfield: Generator Building C8	2396 Campsite Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$54,560	\$36,000
103	Wellfield: Generator Bulding E15 (Wells 13, 14, 15, 16)	1264 Richel Drive Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$43,700	\$15,300
104	Herbert Nova Regional Master Lift Station	Herbert Street & Nova Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$105,000	\$167,300
105	Oceans Pump Station: Building	2842 Ridge Road Avenue Daytona Beach Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$246,700	\$224,000
106	Oceans Pump Station: Water Storage Tank	2842 Ridge Road Avenue Daytona Beach Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,224,020	\$0
107	Peninsula Pump Station: Building	4270 S. Atlantic Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$242,300	\$253,000
108	Peninsula Pump Station: Water Storage Tank	4270 S. Atlantic Avenue Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,004,470	\$0
109	Ponce Inlet Lift Station	34 Mar Azul North Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$70,140	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
110	Ponce Inlet Master Lift Station: Generator Building	4668 S. Peninsula Drive Ponce Inlet Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$1,110,400	\$419,400
111	Public Utilities Facility: Office/Field Ops	502 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$469,140	\$194,500
112	Public Utilities Facility: Warehouse/Office Building	500 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$1,023,480	\$363,900
113	Pump House/Lift Station	6231 Palm Vista Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$57,500	\$68,000
114	Wastewater Treatment Plant: A/O Reaction Basin (Bldg. 7)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$5,108,500	\$0
115	Wastewater Treatment Plant: Administration/Operations Building (Bldg. 18)	817 Oak Street Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$204,300	\$254,400
116	Wastewater Treatment Plant: Alum & Methanol Tank Storage	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$64,300	\$21,100
117	Wastewater Treatment Plant: Bisulfite Storage Building (Bldg. 18)	817 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$66,400	\$70,000
118	Wastewater Treatment Plant: Blower Building (North / Bldg. 7A)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$109,300	\$150,000
119	Wastewater Treatment Plant: Blower Building (South / Bldg. 7A)	817 Oak Street Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$109,370	\$150,000
120	Wastewater Treatment Plant: Chlorine Storage Building (Bldg. 17)	817 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$82,200	\$25,600
121	Wastewater Treatment Plant: Clarifier #1 (Train 1 North / Bldg. 9)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$793,000	\$464,200
122	Wastewater Treatment Plant: Clarifier #2 (Train 1 South / Bldg. 9)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$793,000	\$464,200
123	Wastewater Treatment Plant: Clarifier #3 (Train 2 North / Bldg. 8)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,127,000	\$200,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
124	Wastewater Treatment Plant: Clarifier #4 (Train 2 South / Bldg. 8)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,127,000	\$200,000
125	Wastewater Treatment Plant: Collection Systems Office (Bldg. 22)	817 Oak Street Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$196,500	\$87,300
126	Wastewater Treatment Plant: Digester #1 (West / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,396,400	\$0
127	Wastewater Treatment Plant: Digester #2 (North / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,396,400	\$0
128	Wastewater Treatment Plant: Digester #3 (South / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,396,400	\$0
129	Wastewater Treatment Plant: Electrical Building (Bldg. 19A)	817 Oak Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$29,900	\$44,400
130	Wastewater Treatment Plant: Filter Control Building (Bldg. 12)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$197,500	\$78,200
131	Wastewater Treatment Plant: Filter Structure (Bldg. 10)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$662,300	\$283,400
132	Wastewater Treatment Plant: Generator Building (South / Bldg. 6)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$335,800	\$0
133	Wastewater Treatment Plant: Generator Building (North / Bldg. 19)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$335,800	\$0
134	Wastewater Treatment Plant: Grit Removal Screening Building (Bldg. 4)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$740,300	\$502,600
135	Wastewater Treatment Plant: Maintenance Building (Bldg. 21)	817 Oak Street Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$106,240	\$25,700
136	Wastewater Treatment Plant: Master Lift Station (East / Bldg. 3)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$1,116,900	\$500,000
137	Wastewater Treatment Plant: Master Lift Station (West / Bldg. 2)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$225,400	\$38,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
138	Wastewater Treatment Plant: Re-Aeration & Chlorine Contact	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$491,800	\$100,000
139	Wastewater Treatment Plant: Reclaimed Water Tank (Bldg. 13)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,819,850	\$0
140	Wastewater Treatment Plant: Reuse Building (Bldg. 13)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$168,400	\$322,000
141	Wastewater Treatment Plant: Sludge Building (Bldg. 16)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$653,820	\$0
142	Wastewater Treatment Plant: Lift Station Mechanics Storage Building	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$23,500	\$7,400
143	Wastewater Treatment Plant: Sludge Thickener (Bldg. 15)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$81,450	\$10,600
144	Ruth Street Pump Station: Lab Building (Bldg. 20)	541 Ruth Street Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$237,840	\$313,500
145	Cypress Head Pump Station: Building	6262 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$210,100	\$334,500
146	Cypress Head Pump Station: Water Storage Tank	6262 S. Williamson Blvd. Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,819,850	\$0
147	Wellfield: Generator Building C20	2440 Drema Way Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$59,820	\$40,000
148	Wellfield: Maintenance Building	2331 Flow Way Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$56,500	\$22,200
149	Wellfield: Reclaimed Pump Station (Bldg. 23)	2401 Troutman Trail Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$342,000	\$328,800
150	Wellfield: Reclaimed Water Storage Tank (Bldg. 23)	2401 Troutman Trail Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$1,004,470	\$0
151	Williamson Regional Lift Station #9: Reuse Pump Building	5955 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$30,000	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
152	Williamson Regional Lift Station #9: Reclaimed Water Storage Tank	5955 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$45,000	\$400,000
153	Alum Feed Building #1	210 Commonwealth Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$74,730	\$1,250,000
154	Alum Feed Building #2	5724 Ridgewood Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$69,560	\$1,250,000
155	Arthaus Museum	3840 Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$277,970	\$75,000
156	Cambridge Pump Station (Storm Water)	4839 Trailwood Drive Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$13,600	\$170,200
157	City Hall: Building	1000 City Center Circle Port Orange Florida 32127	119 - JM	10/01/2021	10/01/2022	\$5,361,600	\$1,525,100
158	City Hall: Pedestrian Bridge	1000 City Center Circle Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$237,500	\$0
159	Control Building	5835 Trailwood Drive Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$33,200	\$200,000
160	Emergency Generator - 750 Kw	5835 Trailwood Drive Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$274,000	\$0
161	Fire Station #71	4200 S. Ridgewood Ave Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$1,054,360	\$122,800
162	Fire Station #72	6027 Central Park Blvd. Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$1,081,550	\$133,100
163	Fire Station #73	1090 City Center Boulevard Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$2,152,250	\$213,600
164	Fire Station #74	6701 Airport Road Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$1,345,370	\$130,700
165	Fire Station #75	1701 Town West Blvd. Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$1,081,510	\$133,100

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
166	Dorothy L. Hukill City Center Annex (f/k/a Old PD Main Bldg.)	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$2,574,800	\$1,062,400
167	Dorothy L. Hukill City Center Annex (f/k/a Old PD Communication	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$167,400	\$1,955,000
168	Fire Logistics Building	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$510,060	\$158,900
169	Public Works Facility: Garage Tire Room	407 Virginia Avenue Port Orange Florida 32127	131 - FR	10/01/2021	10/01/2022	\$26,300	\$5,600
170	Public Works Facility: Office & Garage	407 Virginia Avenue Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$1,007,700	\$43,900
171	Public Works Facility: Storage Bays 1 - 24	407 Virginia Avenue Port Orange Florida 32127	111 - MNC	10/01/2021	10/01/2022	\$147,340	\$113,500
172	Public Works Facility: Storage Building (The Palace)	407 Virginia Avenue Port Orange Florida 32127	152 - NC	10/01/2021	10/01/2022	\$201,200	\$28,600
173	Signage: Eastport Business Park	Dunlawton Avenue @ Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$33,846	\$0
174	Talluto Park: City Sign Fountain Structure	Dunlawton Ave. @ Ridgewood Ave. Port Orange Florida 32127	102 - PITO	10/01/2021	10/01/2022	\$59,300	\$0
175	Traffic Lights	Dunlawton Avenue @ City Center Circle Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$205,900	\$0
176	Traffic Lights	Dunlawton Avenue @ Village Trail / Swallowtail Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$183,200	\$0
177	Traffic Lights	Nova Road @ Village Trail Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$262,000	\$0
178	Traffic Lights	Nova Road @ Herbert Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$206,300	\$0
179	Traffic Lights	Nova Road @ Madeline Avenue Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$264,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Traffic Lights	Dunlawton Avenue @ Yorktowne Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$204,800	\$0
181	Traffic Lights	Dunlawton Avenue @ Spruce Creek Rd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$225,400	\$0
182	Traffic Lights	Ridgewood Avenue @ Herbert Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$205,600	\$0
183	Traffic Lights (Fire Station 71 Emergency Light)	Ridgewood Avenue @ Meeker Place Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$139,500	\$0
184	Traffic Lights	Dunlawton Avenue @ I-95 Northbound Ramp Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$244,600	\$0
185	Traffic Lights	Taylor Road @ Summer Trees Road Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$241,700	\$0
186	Traffic Lights	Williamson Blvd. @ Willow Run Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$153,700	\$0
187	Traffic Lights	Spruce Creek Road @ Eastport Park Way Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$147,900	\$0
188	Traffic Lights (The Pavilion)	Williamson Blvd. @ Summer Trees Road Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$353,700	\$0
189	Traffic Lights (Fire Station 75 Emergency Light)	1701 Town West Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$112,100	\$0
190	Traffic Lights	Williamson Blvd. @ Madeline Avenue Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$154,400	\$0
191	Traffic Lights (Fire Station 72 Emergency Light)	Spruce Creek Road @ Central Park Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2021	10/01/2022	\$129,900	\$0
192	Trailwood Drive Bridge # 1	5910 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$118,500	\$0
193	Trailwood Drive Bridge # 2	5898 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$118,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
194	Trailwood Drive Bridge # 3	5899 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$118,500	\$0
195	Trailwood Drive Bridge # 4	5839 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$118,500	\$0
196	Trailwood Drive Bridge # 5	5899 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2021	10/01/2022	\$235,000	\$0
197	Restroom at Shooting Range	4031 Pioneer Trail New Smyrna Florida 32168	119 - JM	10/01/2021	10/01/2022	\$90,000	\$0
				Total		\$88,850,406	\$24,098,800
				TIV		\$112,949,206.00	

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 21-07

AGENCY: Brown & Brown, Inc. - Daytona Beach

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	Unscheduled Items		Blanket Unscheduled	10/01/2021	\$1,000,000.00	\$500
				10/01/2022		
002	2011 Kalmar Ottawa Spotter	327552	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$58,750.00	\$1,000
				10/01/2022		
003	2005 Thompson Pump	1T9PH13255P634220	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,297.00	\$500
				10/01/2022		
004	2005 John Deere 310SG Backhoe Loader	T0310SG949786	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$56,605.00	\$1,000
				10/01/2022		
005	2005 Thompson Pump	1T9PH15255P634232	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$71,458.00	\$1,000
				10/01/2022		
006	2005 John Deere 544j Loader	DW544JZ599584	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$108,916.00	\$1,000
				10/01/2022		
007	2005 Thompson Pump 8 inch Pump	1T9PH14285P634309	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$33,714.00	\$500
				10/01/2022		
008	2006 Thompson Pump 8 inch Pump	1T9PH14245P634310	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$33,714.00	\$500
				10/01/2022		
009	2005 Thompson Pump	1T9HP12165P634335	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,297.00	\$500
				10/01/2022		
010	2005 Thompson Pump	1T9PH12105P634377	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,297.00	\$500
				10/01/2022		
011	2005 Thompson Pump	1T9PH12125P634378	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,297.00	\$500
				10/01/2022		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
012	Detroit Diesel 400 KW Tow Power Portable Generator	TA9PE21255D52413 2	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$71,079.00	\$1,000
				10/01/2022		
013	2006 Caterpillar M318C Excavator	CATM318CEH2D00 356	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$181,801.00	\$1,000
				10/01/2022		
014	2006 Caterpillar 420E Backhoe	CAT0420ELHLS013 76	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$57,545.00	\$1,000
				10/01/2022		
015	2009 Challenger Tractor w/Boom	T242026	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$139,890.00	\$1,000
				10/01/2022		
016	2012 Vactron Portable Pump Tractor	5HZBF1631CLAC11 08	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$44,198.00	\$1,000
				10/01/2022		
017	2012 Challenger MT465B	C055012	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$106,477.00	\$1,000
				10/01/2022		
018	2013 John Deere 2500 Greens Mower	1TC250BDKDT0701 62	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,387.00	\$1,000
				10/01/2022		
019	2013 John Deere 2500 Greens Mower	1TC250BDJDT07016 3	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,387.00	\$1,000
				10/01/2022		
020	2013 Cat 305E Mini Excavator	XFA01600	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$48,493.00	\$1,000
				10/01/2022		
021	2013 Cat CB24 Asphalt Roller	24001900	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$43,371.00	\$1,000
				10/01/2022		
022	2014 John Deere 1445 Flail Mower	1TC1445DPET13504 4	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$26,716.00	\$1,000
				10/01/2022		
023	2014 Cat 259D Skid Steer Loader	FTL00571	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$56,708.00	\$1,000
				10/01/2022		
024	2014 Cues Camera System, Asset		Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$59,160.00	\$1,000
				10/01/2022		
025	2015 John Deere 2653B Mower	1TC2653TKET09000 42	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$28,095.00	\$1,000
				10/01/2022		
026	2015 John Deere 5065E Tractor	PF4113077	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$26,032.00	\$1,000
				10/01/2022		
027	2014 Cat TL642C Telehandler	THG01015	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$78,700.00	\$1,000
				10/01/2022		
028	2015 Falcon Asphalt Patching Tractor	1F9P41621GM3390 48	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$35,164.00	\$1,000
				10/01/2022		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
029	2017 Cat 304E Mini Excavator	ME402622	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$49,589.00	\$1,000
				10/01/2022		
030	2018 Kaiser S2 Spider 4x4 Excavator	S2-4-GA-EGG-2462	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$360,203.00	\$1,000
				10/01/2022		
031	2014 John Deere 2500 Mower	1TC250BDPET080092	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,760.00	\$1,000
				10/01/2022		
032	2018 John Deer 7700A Mower	1TC770AVJHR050010	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$52,627.00	\$1,000
				10/01/2022		
033	2018 John Deer 2500B Mower	1TC250BGLIT110219	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$27,223.00	\$1,000
				10/01/2022		
034	2019 John Deer 7700A Mower	1TC770AVEIR060034	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$52,627.00	\$1,000
				10/01/2022		
035	2017 Trimax Snake 320	721-320-101-0064	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$30,387.00	\$1,000
				10/01/2022		
036	2016 Toro 3505 Mower	403439496	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$29,255.00	\$1,000
				10/01/2022		
037	2017 Caterpillar 420F Backhoe	HWD02034	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$89,938.00	\$1,000
				10/01/2022		
038	2020 Genie S-60XC 4x4 Boom Lift.	S60XCH-46388	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$107,603.00	\$1,000
				10/01/2022		
039	2020 CAT 420E Backhoe Loader.	HDW04248	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$100,733.00	\$1,000
				10/01/2022		
040	2020 CAT GP25N Forklift	AT35A008805	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$32,142.00	\$1,000
				10/01/2022		
041	2020 Thompson 8JSCE 8 inch	8JSCE-576	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$86,704.00	\$1,000
				10/01/2022		
042	2020 Toro Groundsmaster 3500 B Mower	406920613	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$32,771.00	\$1,000
				10/01/2022		
043	2020 Toro Workman HDX 18000 B Mower	407127796	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$20,850.00	\$1,000
				10/01/2022		
044	2020 Menzi Muck M220 Excavator	M2B06206627	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$301,909.00	\$1,000
				10/01/2022		
045	2019 BBA BA150E 6 Inch Pump	5632P1428KM003073	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$53,673.00	\$1,000
				10/01/2022		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
046	2019 BBA BA150E 6 Inch Pump	5632P142XKM00307 4	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$53,673.00	\$1,000
				10/01/2022		
047	2020 Toro Procore 648 Aerator.	407670907	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$23,708.00	\$1,000
				10/01/2022		
048	2021 Caterpillar 930 M Wheel Loader	0F5K01227	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$191,862.00	\$1,000
				10/01/2022		
049	2021 Ventrac 4500Y Mower	AJ12989	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$22,850.00	\$1,000
				10/01/2022		
050	2020 Club Car Carryall 500 Cart	MA2117-166631	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$10,231.00	\$1,000
				10/01/2022		
051	2020 Club Car Carryall 500 Cart	MA2117-166641	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$10,231.00	\$1,000
				10/01/2022		
052	2021 John Deere 5100M Tractor	1P0540MXALD0557 39	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$85,469.00	\$1,000
				10/01/2022		
053	2021 Caterpillar D2 LGP Dozer "	XKR00205	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$130,562.00	\$1,000
				10/01/2022		
054	Toro Greenmaster 3300 Triflex Mower	409108920	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$33,367.00	\$1,000
				10/01/2022		
055	Fesco 3 Point Lift Offset Harrow TOL 140010	F1397	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$9,975.00	\$1,000
				10/01/2022		
056	Unscheduled Items		Valuable Papers - RC	10/01/2021	\$500,000.00	\$1,000
				10/01/2022		

Total	\$5,079,470.00
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COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 21-07

AGENCY: Brown & Brown, Inc. - Daytona Beach

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F800	1382	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$54,983
	1994	1FDYK84E6RVA02896	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
002	Sterling	LT 7500 Dump Truck	1570	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$66,384
	2001	2FZHATBS71AJ49210	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
003	Sterling	LT 7500 Dump Truck	1571	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$66,384
	2001	2FZHATBS91AJ49211	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
004	Sterling	LT 7500 Dump Truck	1575	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$66,384
	2001	2FZHATBS01AJ49209	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
005	Pierce	Custom Pumper	1631	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$261,514
	2003	4P1CT02U03A002955	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
006	Sterling	LT 500 Dump Truck	1696	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$66,351
	2004	2FZHATBS75AU78950	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
007	Chevrolet	Silverado K1500	1701	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,877
	2005	1GCEK14T85Z297564	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
008	Sterling	Acterra Trash Truck	1735	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$89,890
	2005	2FZACGDC66AW06444	Garbage Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
009	Ford	Econoline Van	1757	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,644
	2006	1FTSS34L96DA91621	Bus <20 Pass, No Lift	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
010	Sterling	Vac Con Truck	1775	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,216
	2007	2FZHATDC07AX53521	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
011	Ford	F550 Super Duty	1793	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$43,340
	2008	1FDAW57R88EB43258	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
012	Chevrolet	Colorado	1821	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,282
	2009	1GCCS139698142715	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
013	Pierce	Contender	1832	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$408,339
	2010	4P1CC01M69A010391	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
014	Ford	F550 W/ABC Van Body	1857	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$135,032
	2011	1FDUF5GY1BEA16167	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
015	International	4300 Dump	1859	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$67,212
	2011	1HTJTSKN1BH366704	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
016	Chevrolet	Impala	1861	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,971
	2011	2G1WD5EM6B1204096	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
017	Chevrolet	Impala	1862	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,256
	2011	2G1WD5EM0B1207169	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
018	Chevrolet	Colorado Ext Cab	1871	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,927
	2012	1GCESBF95C8108959	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
019	Chevrolet	Colorado Ext Cab 4X4	1872	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,245
	2012	1GCJTBE6C8109160	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
020	Chevrolet	Impala	1878	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,975
	2012	2G1WD5E30C1164896	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
021	Chevrolet	Impala	1879	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,975
	2012	2G1WD5E39C1165397	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
022	Pierce	SABER	1883	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$424,946
	2012	4P1CS01M0CA013152	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
023	Ford	F-550 W/Dump	1885	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$42,936
	2012	1FDUF5GT0CEC12655	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
024	Chevrolet	Malibu	2003	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,637
	2013	1G11C5SAXDF281184	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
025	Chevrolet	Malibu	2004	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,637
	2013	1G11C5SA1DF283602	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
026	Chevrolet	C2500 Utility	2005	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,877
	2013	1GCOCVC86DF223412	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
027	Towmaster	Trailer	2006	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$7,350
	2013	4KNUT2029DL161562	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
028	Chevrolet	C2500 Utility	2007	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,877
	2013	1GC0CVC86DF225063	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
029	Chevrolet	C2500 Utility	2008	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,877
	2013	1GC0CVC80DF221428	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
030	Chevrolet	C2500 Utility	2009	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,877
	2013	1GC0CVC83DF224467	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
031	Chevrolet	Silverado K2500HD	2010	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,533
	2013	1GC0KVC82DZ349400	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
032	Nissan	Altima Sedan	2011	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,458
	2013	1N4AL3AP3DC277602	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
033	Toyota	Tacoma Pickup	2012	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,400
	2013	5TFTX4CN8DX033087	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
034	Chevrolet	Silverado C2500HD	2013	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,877
	2013	1GC0CVC80DF221266	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
035	Chevrolet	Silverado C2500HD	2014	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,533
	2013	1GC0KVC85DZ352470	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
036	Nissan	Altima Sedan	2015	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,458
	2013	1N4AL3AP8DC276851	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
037	Chevrolet	Silverado K2500HD	2016	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,938
	2013	1GC1KVC82DF231689	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
038	Toyota	Tacoma 4X4	2017	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,851
	2013	5TFUX4EN7DX022518	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
039	Toyota	Tacoma 4X4	2018	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,851
	2013	5TFUX4EN6DX022543	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
040	Ford	F150 Super Cab	2019	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,920
	2013	1FTFX1EF1DKE99555	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
041	Ford	Fusion SE	2020	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,896
	2013	3FA6P0H76DR364412	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
042	Ford	Fusion SE	2021	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,896
	2013	3FA6P0H78DR364413	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
043	Ford	Taurus SE Sedan	2022	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,198
	2014	1FAHP2D86EG108072	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
044	Ford	Taurus SE Sedan	2023	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,198
	2014	1FAHP2D84EG108071	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
045	Chevrolet	Caprice	2024	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	6G1MK5U30DL821564	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
046	Chevrolet	Caprice	2026	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	6G1MK5U37DL820797	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
047	Chevrolet	Caprice	2027	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	6G1MK5U39DL820798	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
048	Chevrolet	Caprice	2028	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	6G1MK5U32DL820819	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
049	Chevrolet	Silverado C2500HD	2030	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$47,053
	2013	1GC2CVC87DZ385315	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
050	Chevrolet	Caprice	2033	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	6G1MK5U35DL820796	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
051	Ford	Taurus Cargo	2035	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	NM0LS7AN3DT174706	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
052	Ford	Transit Cargo	2036	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,242
	2013	NM0LS7AN1DT174798	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
053	Pierce	Saber Pumper	2037	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$429,508
	2014	4P1CS01A8EA014106	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
054	Chevrolet	Silverado C2500HD	2038	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,812
	2014	1GB0CVCG8EF158012	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
055	Pierce	AERIAL Fire Truck	2039	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$780,000
	2014	4P1CJ01A2EA014539	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
056	Chevrolet	Captiva SUV	2040	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,648
	2014	3GNAL1EK8ES645286	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
057	Chevrolet	Captiva SUV	2041	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,648
	2014	3GNAL1EK7ES644985	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
058	Chevrolet	Silverado C2500HD	2042	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,812
	2014	1GB0CVCGXEF167858	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
059	Ford	Explorer	2043	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,000
	2014	1FM5K7B8XEGC49539	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
060	Ford	Transit	2044	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,000
	2014	NM0LS7E73E1159504	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
061	Ford	Explorer	2045	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,231
	2014	1FM5K7B86EGC49540	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
062	Ford	Interceptor	2047	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$36,800
	2014	1FM5K8ARXEGC60153	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
063	Chevrolet	Silverado C2500HD	2048	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$40,820
	2013	1GC2CVCG3DZ354893	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
064	Ford	Interceptor	2051	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2014	1FAHP2MK7EG185447	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
065	Chevrolet	Cruze Sedan	2052	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,700
	2015	1G1PC5SB4F7202804	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
066	Chevrolet	Silverado C1500	2053	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,653
	2015	1GCNCPEH7FZ266723	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
067	Chevrolet	Silverado C1500	2054	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,653
	2015	1GCNCPEH4FZ268073	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
068	Chevrolet	Silverado C1500	2055	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,653
	2015	1GCNCPEH4FZ266999	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
069	Chevrolet	Silverado C1500	2056	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,653
	2015	1GCNCPEH7FZ267354	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
070	Chevrolet	Silverado C1500	2057	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,586
	2015	1GCVKPEC2FZ272808	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
071	Chevrolet	Tahoe 4X4	2058	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,381
	2015	1GNSK2EC1FR645267	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
072	Ford	Escape	2059	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,925
	2015	1FMCU0F75FUC13741	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
073	Ford	Interceptor	2060	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,000
	2015	1FAHP2MK7FG159495	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
074	Ford	Interceptor	2061	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK9GF159496	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
075	Ford	Interceptor	2062	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK0FG159497	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
076	Ford	Interceptor	2063	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK2FG159498	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
077	Ford	Interceptor	2064	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK4FG159499	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
078	Ford	Interceptor	2065	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK7FG149500	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
079	Ford	Interceptor	2066	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK9FG159501	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
080	Ford	Interceptor	2067	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$32,000
	2015	1FAHP2MK0FG159502	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
081	Chevrolet	F150 Super Cab	2068	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2015	1FTFX1EF1DKE99555	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
082	Ford	F350 Super Duty	2069	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$39,000
	2015	1FTRF3CT4FEC82524	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
083	Ford	F250 Super Duty	2070	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2015	1FTBF2A6XFEC90619	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
084	Ford	F250 Super Duty	2071	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,163
	2015	1FTBF2A66FEC90620	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
085	Nissan	Frontier	2072	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,000
	2015	1N6BD0CT4FN752876	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
086	Ford	Taurus SE Sedan	2073	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2015	1FAHP2D85FG153859	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
087	Ford	Taurus SE Sedan	2074	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2015	1FAHP2D81FG153860	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
088	Ford	Silverado C1500	2075	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,272
	2015	1GCRCEC9FZ318360	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
089	Nissan	Frontier	2076	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,000
	2015	1N6BD0CT0FN752700	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
090	Ford	F250 Super Duty	2077	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$42,634
	2015	1FTBF2A6XFEC90622	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
091	Ford	F250 Super Duty	2078	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$42,634
	2015	1FTBF2A61FEC90623	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
092	Ford	Fusion	2079	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,384
	2015	1FA6POG7XF5130555	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
093	Ford	F250 Super Duty	2080	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,163
	2015	1FTBF2A68FEC90621	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
094	Ford	F550 Super Duty	2081	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$90,382
	2016	1FDUF5GY6GEA16530	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
095	Chevrolet	Express G2500 Van	2082	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,459
	2015	1GCWGF6F1281457	Bus <20 Pass, No Lift	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
096	Pierce	IMPEL Pumper	2083	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$666,769
	2015	4P1BAAFFXGA015933	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
097	Freightliner	M2 Trash Truck	2084	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$135,348
	2015	1FVACYDT9GHHE9800	Garbage Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
098	Ford	F450 Super Duty Crane	2090	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$66,000
	2016	1FDUF4GY7GEA16529	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
099	Freightliner	Vaccum Truck	2091	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$351,848
	2016	1FVHG3CY2GHHA0683	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
100	Ford	F150	2093	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C82GFB56135	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
101	Ford	F150	2094	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C84GFB56136	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
102	Ford	F150	2095	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C86GFB56137	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
103	Ford	F150	2096	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C88GFB56138	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
104	Ford	F150	2097	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C8XGFB56139	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
105	Ford	F150	2098	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,000
	2016	1FTMF1C86GFB56140	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
106	Ford	F150	2099	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,000
	2016	1FTMF1E81GFB37654	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
107	Ford	F150	2100	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2016	1FTEX1C89GFB37664	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
108	Ford	F150	2101	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2016	1FTEX1C80GFB37665	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
109	Ford	F150	2102	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,000
	2016	1FTEX1CP8GFB37663	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
110	Ford	F150	2103	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,358
	2016	1FTMF1E8XGFB37653	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
111	Ford	Interceptor Sedan	2104	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$36,500
	2016	1FAHP2MK4GG113544	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
112	Ford	Interceptor Sedan	2105	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MKXGG113547	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
113	Ford	Escape	2106	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,136
	2017	1FMCU0F71HUA25186	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
114	Ford	Transit	2107	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,973
	2016	NM0LS6E79G1271415	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
115	Nissan	Frontier 4X4	2108	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,504
	2016	1N6AD0CW0GN758228	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
116	Nissan	Frontier	2109	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,664
	2016	1N6BD0CT4GN759120	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
117	Ford	Escape	2110	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,136
	2017	1FMCU0F73HUA25187	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
118	Ford	Transit	2111	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,973
	2016	NM0LS6E78G1271681	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
119	Ford	Interceptor Sedan	2112	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MK7GG113540	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
120	Ford	Interceptor Sedan	2113	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MK9GG113541	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
121	Ford	Interceptor Sedan	2114	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MK0GG113542	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
122	Ford	Interceptor Sedan	2116	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MK6GG113545	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
123	Ford	Interceptor Sedan	2117	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,500
	2016	1FAHP2MK8GG113546	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
124	Nissan	Frontier	2118	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,504
	2016	1N6AD0CW8GN757747	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
125	Ford	Interceptor Sedan K9	2119	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$37,800
	2016	1FM5K8AR6GGC91578	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
126	Ford	F150	2120	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,766
	2016	1FTEX1C89GKE26647	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
127	Ford	F250	2121	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$36,037
	2016	1FT7W2B64GEC44841	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
128	Nissan	Frontier	2122	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,114
	2016	1N6AD0CW8GN757747	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
129	Ford	Fusion	2123	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,252
	2017	3FA6P0G77HR113549	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
130	Ford	F250	2124	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,055
	2016	1FTBF2B61GEC44838	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
131	Ford	Interceptor SUV	2125	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,392
	2016	1FM5K8AR4GGC91577	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
132	Ford	F250	2126	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,811
	2016	1FTBF2B63GEC44839	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
133	Ford	F250	2127	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,811
	2016	1FTBF2B6XGEC44840	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
134	Ford	Explorer	2128	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,111
	2017	1FM5K7B83HGA17191	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
135	Ford	F250	2129	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$34,306
	2016	1FT8W3C68GEC32250	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
136	Nissan	Frontier	2131	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,644
	2017	1N6BD0CTXHN727614	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
137	Nissan	Frontier	2132	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,644
	2017	1N6BD0CTXHN731839	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
138	Ford	Expedition	2133	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,870
	2017	1FMJU1FT1HEA75123	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
139	Chevrolet	Silverado C1500/C1500LS	2134	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,702
	2017	1GCNCNEH6JZ105809	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
140	Chevrolet	Silverado K1500/K1500 LS	2135	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,266
	2018	1GCVKNEH3JZ105706	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
141	Chevrolet	Silverado C1500/C1500LS	2136	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,275
	2018	1GCRCNEH6JZ130775	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
142	Chevrolet	Silverado C1500/C1500LS	2137	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,702
	2018	1GCNCNEH3JZ104066	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
143	Chevrolet	Silverado C1500/C1500LS	2138	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,803
	2018	1GCNCNEH6JZ107088	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
144	Chevrolet	Silverado C1500/C1500LS	2139	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,803
	2018	1GCNCNEHXJZ107904	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
145	Chevrolet	Silverado C1500/C1500LS	2141	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,275
	2018	1GCRCNEH4JZ126062	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
146	Chevrolet	Silverado C1500/C1500LS	2142	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,275
	2018	1GCRCNEHXJZ127975	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
147	Chevrolet	Silverado C1500/C1500LS	2143	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,275
	2018	1GCRCNEH0JZ131999	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
148	Ford	Escape	2144	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,039
	2017	1FMCU0F70HUE76173	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
149	Ford	F450 Super Duty	2145	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$39,971
	2017	1FDUF4GY1HEE34716	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
150	Ford	Explorer	2146	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8ARXHGD93399	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
151	Ford	Explorer	2147	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR2HGD93400	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
152	Ford	Explorer	2148	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR3HGD93406	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
153	Ford	Explorer	2149	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR2HGD93395	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
154	Ford	Explorer	2150	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR6HGD93397	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
155	Ford	Explorer	2151	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR8HGD93398	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
156	Ford	Explorer	2152	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR4HGD93401	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
157	Ford	Explorer	2153	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR6HGD93402	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
158	Ford	Explorer	2154	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR8HGD93403	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
159	Ford	Explorer	2155	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8ARXHGD93404	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
160	Ford	Explorer	2156	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR1HGD93405	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
161	Ford	Escape	2157	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,997
	2018	1FMCU9GD7JUA25384	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
162	Ford	Explorer	2158	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR5HGD93407	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
163	Ford	Explorer	2159	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR7HGD93408	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
164	Ford	Escape SUV	2160	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,039
	2017	1FMCU0F79HUE76172	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
165	Ford	F450 Dump Truck	2161	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$43,998
	2017	1FDUF4GY3HEE34717	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
166	Ford	Transit Wagon	2162	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$25,976
	2018	1FMZK1ZM0JKA04192	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
167	Ford	F250 4X2 Utility	2163	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,103
	2017	1FTBF2A61HEE49952	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
168	Ford	F250 4X2 Utility	2164	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,103
	2017	1FTBF2A63HEE49953	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
169	Ford	Taurus	2165	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,703
	2017	1FAHP2E84HG139193	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
170	Ford	Escape	2167	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,039
	2018	1FMCU0F76JUA25464	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
171	Ford	F250	2168	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,103
	2017	1FDUF2A65HEE49954	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
172	Harley Davidson	FLHP	2169	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,214
	2018	1HD1FMC1XJB620132	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
173	Harley Davidson	FLHP	2170	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,214
	2018	1HD1FMC14JB620384	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
174	Ford	Explorer	2171	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,366
	2017	1FM5K8AR4HGD93396	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
175	Ford	F250 Utility	2172	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,103
	2017	1FTBF2A67HEE49955	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
176	Ford	F250 Ext Cab	2173	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$31,503
	2017	1FT7X2A65HEE49956	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
177	Ford	T150 Cargo Van	2174	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,084
	2017	1FTYE1ZM1JKA07075	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
178	Ford	F250 Utility	2175	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$43,597
	2017	1FTBF2B65HEE50004	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
179	Ford	Interceptor SUV	2176	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,361
	2018	1FM5K8AR5JGA46410	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
180	Nissan	Frontier	2177	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CT5JN735738	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
181	Nissan	Frontier	2178	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CT2JN735860	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
182	Chevrolet	Silverado	2179	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,497
	2018	1GCRCNEH7JZ256076	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
183	Nissan	Frontier Pickup	2180	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CT2JN736622	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
184	Ford	Interceptor SUV	2181	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8ARXJGA90516	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
185	Ford	Interceptor SUV	2182	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR1JGA90517	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
186	Ford	Interceptor SUV	2183	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR3JGA90518	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
187	Ford	Interceptor SUV	2184	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR5JGA90519	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
188	Ford	Interceptor SUV	2185	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR1JGA90520	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
189	Ford	Interceptor SUV	2186	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR3JGA90521	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
190	Ford	Interceptor SUV	2187	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR3JGA90522	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
191	Ford	Interceptor SUV	2188	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR7JGA90523	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
192	Ford	Interceptor SUV	2189	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR9JGA90524	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
193	Ford	Interceptor SUV	2190	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR0JGA90525	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
194	Ford	Interceptor SUV	2192	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2018	1FM5K8AR2JGA90526	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
195	Nissan	Frontier Pickup	2192	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CTXJN735797	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
196	Nissan	Frontier Pickup	2193	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CT8JN736270	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
197	Nissan	Frontier Pickup	2194	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$19,247
	2018	1N6BD0CT1JN736398	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
198	Chevrolet	Silverado Pickup	2195	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,497
	2018	1GCRCNEH7JZ255770	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
199	Chevrolet	Silverado Pickup	2196	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,497
	2018	1GCRCNEH6JZ257090	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
200	Ford	F250 Super Duty	2197	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FT7W2B69JEB92033	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
201	Ford	F350 Super Duty	2198	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$41,323
	2018	1FDRF3HT4JEC10333	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
202	Pierce	Enforcer	1664	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$305,210
	2004	4P1CT02U04A004027	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
203	Ford	F250 Super Duty	2199	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FTBF2A66JEB84527	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
204	Ford	Taurus Sedan	2200	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,498
	2018	1FAHP2D88JG114854	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
205	Ford	Taurus Sedan	2201	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,498
	2018	1FAHP2D8XJG114855	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
206	Ford	F250 Super Duty	2202	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FTBF2A60JEB84524	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
207	Ford	F250 Super Duty	2203	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FTBF2A62JEB84525	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
208	Ford	F250 Super Duty	2204	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FDBF2A68JEB84528	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
209	Ford	Interceptor SUV	2205	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,092
	2018	1FM5K8AR4JGB46711	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
210	Ford	Taurus Sedan	2206	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$23,498
	2018	1FAHP2D81JG114456	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
211	Ford	Transit T-150 Wagon	2207	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,014
	2018	1FMZK1ZM2JKA61509	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
212	Ford	F250 Super Duty	2208	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$51,470
	2018	1FDBF2B63JEB84547	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
213	Ford	F250 Super Duty	2209	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,335
	2018	1FTBF2A64JEB84526	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
214	Ford	Transit Cargo Van	2210	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,660
	2018	NM0LS6E7XJ1373278	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
215	Ford	Transit Cargo Van	2211	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,660
	2018	NM0LS6E70J1373290	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
216	Ford	Transit Cargo Van	2212	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$20,660
	2018	NM0LS6E78J1373294	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
217	Chevrolet	Silverado K 2500 EXT	1868	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$37,174
	2011	1GC2KVC83BZ435577	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
218	Ford	F550 Camera Box Truck	2213	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$260,000
	2018	1FDUF5GT6JEC22006	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
219	Pierce	Arrow XT Fire Truck	2214	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$653,785
	2019	4P1BAAFF1KA019653	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
220	Ford	Interceptor SUV	2215	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR7KGA29738	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
221	Ford	Interceptor SUV	2216	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K9AR7KGA29739	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
222	Ford	Interceptor SUV	2217	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR5KGA29740	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
223	Ford	Interceptor SUV	2218	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR7KGA29741	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
224	Ford	Interceptor SUV	2219	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR9KGA29742	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
225	Ford	Interceptor SUV	2220	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR0KGA29743	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
226	Ford	Interceptor SUV	2221	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR2KGA29744	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
227	Ford	Interceptor SUV	2222	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR4KGA29745	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
228	Ford	Interceptor SUV	2223	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR6KGA29746	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
229	Ford	Interceptor SUV	2224	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR8KGA29747	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
230	Ford	Interceptor SUV	2225	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8ARXKGA29748	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
231	Ford	Interceptor SUV	2226	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR2KGA62436	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
232	Ford	Interceptor SUV	2227	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$38,216
	2019	1FM5K8AR4KGB23009	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
233	Dodge	Ram 4500 Ambulance	2228	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$181,662
	2016	3C7WRKCL4GG251615	Ambulance	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
234	Pierce	Arrow XT 107' Ladder Truck	2229	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$892,159
	2018	4P1BCAFF2JA018214	Fire Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
235	Freightliner	114SD W/Vacon Body	2230	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$409,567
	2019	1FVHG3FE8KHKC3149	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
236	Ford	Transit T-150 Van	2233	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$27,084
	2019	1FMZK1ZM0KKA62885	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
237	Ford	Expedition	2234	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$37,332
	2019	1FMJU1FT2KEA29212	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
238	Ford	F350 4X4 Utility Truck	2232	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$41,062
	2019	1FDRF3H63KED95311	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
239	Nissan	Frontier HXH Ext Cab Pickup	2231	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,499
	2019	1N6AD0CW6KN740289	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
240	Chevrolet	Impala 1LT Sedan	2235	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$24,869
	2019	2G11Z5S37K9139994	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
241	Chevrolet	Malibu	2236	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,438
	2019	1G1ZC5ST6Kf182301	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
242	GEM	E4 Electric	2237	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$6,004
	2006	5ASAG47486F039842	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
243	Ford	Interceptor SUV	2191	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$28,092
	2018	1FM5K8AR2JGA90526	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
244	Chevrolet	Malibu	2140	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$18,547
	2018	1G1ZC5ST8JF103533	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
245	Harley Davids	Electra Glide	2240	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP14LB636470	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
246	Harley Davids	Electra Glide	2241	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP11LB636698	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
247	Harley Davids	Electra Glide	2242	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP13LB636699	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
248	Harley Davids	Electra Glide	2243	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP13LB636900	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
249	Harley Davids	Electra Glide	2244	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP10LB638765	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
250	Harley Davids	Electra Glide	2245	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP10LB638989	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
251	Harley Davids	Electra Glide	2246	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$30,000
	2020	1HD1FMP16LB639662	Motorcycle	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
252	Chevrolet	Silverado 4x4	2247	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$29,240
	2020	1GCRYAEH4LZ216714	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
253	Ford	Interceptor	2248	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$50,000
	2020	1FM5K8AW4LGC13297	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
254	Ford	Interceptor	2249	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$50,000
	2020	1FM5K8AW2LGC13296	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
255	Ford	Interceptor	2250	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW2LGC13301	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
256	Ford	Interceptor	2251	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW4LGC13302	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
257	Ford	Interceptor	2252	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW4LGC13303	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
258	Ford	Interceptor	2253	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW4LGC13304	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
259	Ford	Interceptor	2254	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW4LGC13305	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
260	Ford	Interceptor	2255	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW6LGC13298	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
261	Ford	Interceptor	2256	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$46,000
	2020	1FM5K8AW6LGC13299	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
262	Chevrolet	Silverado	2257	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,320
	2020	3GCNWAEXLHG266604	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
263	Chevrolet	Colorado	2258	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,040
	2020	1GCHSBEA6L1230795	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
264	Chevrolet	Colorado	2259	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,040
	2020	1GCHSBEA8L1230796	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
265	Ford	F250	2260	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$40,994
	2020	1FT7W2861LEC73272	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
266	Ford	F250	2261	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$40,320
	2020	1FDBF2B67LEC51248	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
267	Ford	Interceptor	2262	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$36,036
	2020	1FM5K8AWOLGC13300	Police Car	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
268	Ford	F250	2263	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$34,893
	2020	1FTBF2B67LEC73271	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
269	Chevrolet	Malibu	2264	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,003
	2020	1G1ZC5ST8LF116169	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
270	International	4300 Ambulance	2265	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$50,000
	2005	1HTMNAAM15H688953	Ambulance	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
271	Gradall	XL3100	9856	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$343,591
	2016	3140000385	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
272	Chevrolet	Express Van	2268	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$26,086
	2021	1GAWGEFP7M1162238	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
273		Wanco WLT Light Tower Trailer	10166	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$7,167
	2020	5F13D1411L1003366	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
274		Wanco WLT Light Tower Trailer	10167	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$7,167
	2020	5F13D1418L1008093	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
275	Chevrolet	Malibu	2269	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,698
	2021	1G1ZC5ST9MF061281	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
276	Chevrolet	Malibu	2270	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,698
	2021	1G1ZC5STXMF060074	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
277	Chevrolet	Malibu	2271	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,698
	2021	1G1ZC5ST0MF061086	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
278	Other	Ravo Street Sweeper	2272	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$243,053
	2020	XM45FEHB3LA020216	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
279	Other	Ravo Street Sweeper	2273	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$243,053
	2020	XL95FEHB3KA020450	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
280	Chevrolet	Malibu	2274	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$17,698
	2021	1G1ZC5ST4MF061592	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
281	Ford	F750 Brush Hawg Grapple Truck	2278	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$121,800
	2019	1FDXF7DE7KDF02944	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
282	Other	Texas 35 ft Gooseneck Trailer	10174	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$21,690
	2021	4T9GF3524MG035283	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
283	Ford	F150	2279	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,688
	2021	1FTMF1CB4MKD59817	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
284	Ford	F250 Super Duty	2280	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$40,671
	2021	1FT7W2B69MED06410	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
285	Ford	F350 Super Duty	2281	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$35,096
	2021	1FTRF3B65MED06788	Medium Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
286	Wells Cargo	7x16 Cargo Trailer	10179	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$16,289
	2021	7K61R1625MH000847	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
287		Big Tex 14LP-16 Dump Trailer	10180	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$9,540
	2021	16V1D1927M5093082	Trailer - NO CHARGE	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
288	Kenworth	T370 Tandem Dump Truck	2286	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$131,497
	2022	2NKHLLJ0X7NM480964	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
289	Ford	Escape S	2287	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,401
	2021	1FMCU0F6XMUA39220	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
290	Ford	Escape S	2288	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,401
	2021	1FMCU0F67MUA39451	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
291	Ford	Escape S	2289	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,401
	2021	1FMCU0F66MUA39490	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
292	Ford	Escape S	2290	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,401
	2021	1FMCU0F69MUA39533	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
293	Ford	Escape S	2291	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$22,401
	2021	1FMCU0F65MUA39559	Private Passenger	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
294	Ford	F250 Super Duty	2284	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,528
	2021	1FDBF2A69MED53301	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
295	Ford	F250 Super Duty	2285	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,528
	2021	1FDBF2A60MED53302	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
296	Ford	F250 Super Duty	2282	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$39,153
	2021	1FD7W2B66MED06747	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
297	Ford	F250 Super Duty	2283	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$36,584
	2021	1FD7W2A62MED06746	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
298	Ford	F-250 Utility 4X2	tbd	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$33,528
	2021	tbd	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
299	Ford	F-250 Utility 4X4 Crane	tbd	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$67,525
	2021	tbd	Light Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
300	International	Wildland Brush Truck	tbd	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$397,621
	2021	tbd	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
301	Freightliner	Vaccon Vacuum Truck	2294	10/01/2021	\$1,000	10/01/2021	10/01/2022	\$436,522
	2021	1FVHG3FE5MHMH9848	Heavy Truck	10/01/2022	\$1,000	10/01/2021	10/01/2022	Actual Cash Value
Total								\$16,442,080.00

PREMIUM ANALYSIS

Client: City of Port Orange

Effective Date: 10/1/2021

LOB	Carrier	2020-2021 Premium	2021-2022 Premium	Premium Difference	% Increase/ Decrease
Package:					
Property	PGIT	\$ 273,188	\$ 300,511	\$ 27,323	10%
Inland Marine	PGIT	\$ 13,556	\$ 15,264	\$ 1,708	13%
General Liability	PGIT	\$ 104,573	\$ 111,589	\$ 7,016	7%
Auto Liability	PGIT	\$ 55,382	\$ 61,928	\$ 6,546	12%
Auto Physical Damage	PGIT	\$ 40,082	\$ 47,472	\$ 7,390	18%
Law Enforcement	PGIT	\$ 99,796	\$ 107,605	\$ 7,809	8%
Public Officials/EPLI/CYBER	PGIT	\$ 60,059	\$ 64,544	\$ 4,485	7%
Workers' Compensation	PGIT	\$ 405,206	\$ 415,622	\$ 10,416	3%
Equipment Breakdown	Chubb	\$ 6,096	\$ 6,096	\$ -	0%
Crime	Travelers	\$ 3,285	\$ 3,369	\$ 84	3%
TOTALS		\$ 1,061,223.00	\$ 1,134,000.00	\$ 72,777	6.9%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8d) Approval of Task Authorization No 18 (CA4621) with Kimley-Horn and Associates Inc. for the Replacement of the Water Main Crossing Halifax River Project.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 18 to the Master Contract for Engineering Services (CA4621) with Kimley-Horn and Associates Inc. for the amount not to exceed \$264,990.00; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: One of the two water mains that provide potable water to customers beachside, including Ponce Inlet, Daytona Beach Shores and Wilbur-By-The-Sea has reached its useful life and needs to be replaced. The 16-inch water main crosses the Halifax River and is located near Fleming Avenue on the west side and Emilia Avenue on the east side of the river.

This water main is constructed of ductile iron pipe and was installed in the late 1980's. In December 2019, the water main failed in multiple locations on the west end of the pipe. The cost of repairs was \$400,000.

This project will replace the 40-year-old ductile iron water main with HDPE or PVC water main from Fleming Ave east under the Halifax River to Emilia Avenue. Staff intends to use ARPA funding for a major portion of construction costs.

Kimley-Horn and Associates Inc. has submitted a proposal in the amount of \$264,990.00 to provide engineering services related to the design and bidding assistance required to replace the aged water main. The new water main will closely follow the same route as the existing pipe. The new pipe will be drilled under the river and direct-buried on one of the islands located in the Halifax River. The estimated time to complete the design and prepare bid documents is 15 months from the written Notice to Proceed.

Project
No.: WRP200

Funding Account No.: Water Capital Cost Center: Water and
Sewer

ATTACHMENTS:

1.	Kimley-Horn - Task Authorization No 18 - Water Main Crossing Halifax River	Kimley-Horn - Task Authorization No 18 - Water Main Crossing Halifax River.pdf
2.	Justification Memo Kimley Horn TA18 Replace Water Main Crossing River 8 12 2021	Justification Memo Kimley Horn TA18 Replace Water Main Crossing River 8 12 2021.docx
3.	Proposal from Kimley Horn TA 18 Watermain River Crossing	Proposal from Kimley Horn TA 18 Watermain River Crossing.pdf
4.	EXECUTED CA4621 Kimley HOrn SIX MO EXTENSION to 9 16 2021	EXECUTED CA4621 Kimley HOrn SIX MO EXTENSION to 9 16 2021.pdf
5.	WRP200 CIP page 144	WRP200 CIP page 144.pdf

Kynah Cockcroft	Created/Initiated - 8/12/2021
Julia Wiggins	Approved - 8/23/2021
Junos Reed	Approved - 8/23/2021
Steve Parnell	Approved - 8/23/2021
Lynn Stevens	Approved - 8/23/2021
Lupe Reyna-Coffin	Approved - 8/24/2021
Robin Hayes	Approved - 8/24/2021
Matthew Jones	Approved - 8/24/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

TASK AUTHORIZATION NO. 18
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, 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 Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No 18** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the **Replacement of the Water Main Crossing Halifax River**; as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization No 18 Exhibit "1."**
4. Engineer shall complete the services to be provided herein by 15 months from issuance of the Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in **Task Authorization No 18**, Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Two Hundred Sixty-four Thousand Nine Hundred Ninety Dollars and no cents (\$264,990.00)**. 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.
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.

[Remainder of this page intentionally left blank]

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Lewis Bryant, Project Manager

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4621]

EXHIBIT “1”

Engineer's Quote

Consisting of 6 Pages

PROPOSAL FOR 16-INCH WATER MAIN REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

Project Understanding

The City currently owns and operates a 16-inch water main which crosses the Halifax River approximately 0.7 miles south of Dunlawton Avenue from S. Atlantic Avenue and Emilia Drive to S. Ridgewood Avenue and Fleming Avenue. The City desires to design and construct a new water main along a parallel route.

Specific Scope of Basic Services:

Task 1: Proposed Water Main Route Analysis

Based on discussions with City staff, the route of the proposed 16-inch water main can be run in parallel to the existing 16-inch water main. This path will generally run from the east side of Halifax River through a residential area along Emilia Drive. The pipeline will be drilled under the river to an unknown island and then continue to Fleming Avenue on the west side of Halifax River. The pipeline will be direct buried along the island. The route analysis will include identifying any potential utility and roadway/access conflicts.

Wetlands and Protected Species Survey

The analysis will include the following items to determine the route:

1. A conceptual design for proposed route including a review session with City staff,
2. Underwater survey of the Halifax River to include river bottom and subsurface scanning of data up to 50 feet below the river bottom to provide a preliminary geophysical log of the crossing.
3. Surface survey of the land side work. This includes surveying from Ridgewood Avenue along Fleming Avenue, surveying from Atlantic Avenue along Emilia Avenue, and the island within Halifax River.
4. Wetlands and environmental review of the subject area to determine potential impacts in the route evaluation.
5. Specific review of points of connection,
6. Preliminary layout river crossing,
7. Review of operational considerations during construction,
8. Review of potential impacts to commercial and residential access,
9. Review of potential impacts to traffic,
10. Review of preliminary construction sequencing,
11. This task includes up to two (2) meetings with staff to formally review the route analysis with staff to determine the development of the 30% conceptual design.

Geotechnical Investigations

Geotechnical investigations include eight borings, three in the River and five land side. The borings on land at the ends of the directional drill will be 30 feet deep. The aquatic borings will be 50 feet deep and made using an amphibious drill rig. This scope of services includes field exploration, laboratory testing, and engineering/project delivery. Field investigations will be provided in accordance with FDOT and ACOE requirements. Time has been accounted for to allow for permitted with both agencies to complete the necessary borings. The boreholes will be grout sealed after completion.

Geotechnical borings will commence after the route has been preliminarily defined to depict the route across the River as accurately as possible. The geotechnical reports will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Recommended geotechnical engineering design parameters for directional drill design
- Recommended excavation and backfill consideration for open cut excavations.

The geotechnical engineering will be completed within ten weeks of authorization.

30% Conceptual Design

A 30% conceptual level design will be provided as the deliverable for this task. This deliverable will include the following:

1. Plan view only design plans identifying the selected route,
2. Specification checklist for required technical specification sections.

Task 2: 60% Design

Once the preliminary investigations and conceptual route have been reviewed and approved design plan production can be initiated. This design will include the following services:

1. Additional surveying identified by the conceptual design. This is specifically related to points of connection to ensure sufficient data is available for completing the design. This includes SUE investigations at up to ten (10) locations to positively identify existing infrastructure.
2. Geotechnical investigations along the route. This includes five (5) borings on the land side route and up to three (3) borings in the River.
3. 60% Design Plans including:
 - Cover Sheet and General Notes
 - Survey and Layout
 - Plan and Profiles
 - Cross Sections
 - Conflict Details

- Connection Details
 - Standard Utility Details
 - Maintenance of Traffic Details
 - Stormwater Protection and Dewatering Details
 - Landscaping and Restoration Details
4. 60% Technical Specifications. Front end documents can be included and shall be provided by the City for modifications specific to this project, such as the bid form, description of work, etc.
 5. 60% opinion of probable construction cost.
 6. This task includes up to two (2) meetings including one progress meeting and a 60% design review meeting.

Task 3: 90% and Final Design

Once the 60% plans have been reviewed and approved design plan production can be initiated. This design will include the following services:

1. 90% Design Plans preparation
2. 90% Technical Specifications. Front end documents can be included and shall be provided by the City for modifications specific to this project, such as the bid form, description of work, etc.
3. 90% opinion of probable construction cost.
4. 90% Review meeting with the City.
5. Revision of 90% review comments to update the design plans and specifications.
6. Preparation of final opinion of probable construction cost.
7. This task includes up to two (2) meetings including one progress meeting and a 90% design review meeting.

Task 4: Permitting

Site Visit and Wetland Delineation

Kimley-Horn will conduct a site visit, which will include field flagging the wetlands in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. Kimley-Horn will coordinate with the surveyor (subconsultant) to incorporate the flags into the site plan.

Kimley-Horn will also conduct a benthic resource/submerged aquatic vegetation survey adjacent to the site, during the appropriate survey period (June through September). The benthic survey will be conducted in general accordance with the National Marine Fisheries Service (NMFS) methodology recommendations for sampling *Halophila johnsonii* at large-area project sites. The surveys will employ a quantitative sampling of one square meter quadrats at regular intervals along a transect line.

Each transect location will be accessed from the adjacent shoreline. Qualitative and quantitative sampling will be conducted by two biologists using snorkeling gear. The percent coverage of seagrass, species composition, substrate type, and other benthic resources will be documented at each quadrat along the transect line. Environmental conditions including weather, visibility, and

tide cycles at the start and end of the surveys will be noted. Listed species or their habitat will also be noted during this site visit.

Following the survey, a technical memorandum will be prepared summarizing results, including a discussion of methodology and results, with figures illustrating location and percentage of seagrass by species within each polygon (if seagrass is present). The technical memorandums will be provided to state and federal regulatory agencies during the environmental permitting process.

FDEP

Kimley-Horn will attend a pre-application meeting with FDEP to discuss permitting effort required for this project. Kimley-Horn will prepare support documentation for a General Environmental Resource Permit Application and a general construction permit for the modification of a collection/transmission system from FDEP. For the purposes of this scope, it is assumed that the bore pits will be located in uplands and the force main will be drilled at least 14 feet below the authorized depth of a federal navigation channel. This will ensure that the project will qualify for a general permit with FDEP. This scope assumes no wetland mitigation will be required. Once the application is submitted, Kimley-Horn will respond to one Request for Available Information (RAI) from FDEP. Any additional RAIs or meetings with FDEP will be considered additional services. All application fees shall be paid by the Client.

Kimley-Horn will also prepare a Sovereign Submerged Lands lease application through FDEP for this force main. A survey and legal description will be supplied by the surveyor. Once the application is submitted, Kimley-Horn will respond to one RAI from FDEP. Any additional RAIs or meetings with FDEP will be considered additional services. All application fees shall be paid by the Client.

Federal (USACE)

Kimley-Horn will attend a pre-application meeting with USACE to discuss permitting effort required for this project. Kimley-Horn will prepare either a Nationwide Permit 12 or a Regional General Permit 14 application for submittal to the USACE. It is assumed that the force main will be installed a minimum of 14 feet below the authorized depth of a federal channel, including a minimum of 25 feet outside channel edges, and bore pits will be more than 50 feet from top of bank of the Halifax River. These conditions will ensure that the project qualifies for the Nationwide 12 Permit or Regional General Permit 14. The application will include site plan drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands and surface waters delineated in Task 1 (if applicable), proposed impacts to existing wetlands and surface waters (if applicable), and typical sections illustrating the proposed on-site excavation/fill activities.

Kimley-Horn will coordinate with the USACE Section 408. Kimley-Horn will also coordinate with the USACE Real Estate Division to obtain a consent-to-easement.

It is assumed no wetland mitigation will be required from the USACE. Once the application is submitted, Kimley-Horn will respond to one RAI. Any additional RAIs or meetings with USACE will be considered additional services. All permit application fees shall be paid by the Client.

Kimley-Horn will also coordinate with the US Fish and Wildlife Service (USFWS) (during the USACE permitting process) regarding possible listed species impacts (i.e. West Indian manatee, sea turtles). If the USFWS requires detailed listed species surveys, then a separate scope and fee will be prepared. Kimley-Horn will also coordinate with the National Marine Fisheries Service

Kimley»Horn

(NMFS) (during the USACE permitting process) regarding possible Essential Fish Habitat (EFH) impacts. If the NMFS requires detailed listed species surveys, then a separate scope and fee will be prepared.

Task 5: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within six months of authorization. 60% design is projected to be completed 4 months later and final design completed in an additional 3 months. Considering permitting and bidding, a total project time of 15 months is estimated.

Deliverables:

Deliverables for this project include the following:

- Preliminary route analysis including surveys and environmental
- 60% plans, technical specifications, opinion of probable construction costs, and geotechnical report
- 90% plans, specifications, opinion of probable construction costs
- Bid Ready plans, specifications and final opinion of probable construction costs.
- Existing force main evaluation report

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$264,990.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Subconsultant	Kimley-Horn	Lump Sum
1	Route Analysis		\$37,426	\$114,952
	L&S– Bathymetric, Landside Survey and Subsurface Utility Investigation	\$42,326		
	Intertek PSI – Geotechnical	\$35,200		

Kimley»Horn

2	60% Design	\$0	\$56,411	
3	90% Design	\$0	\$54,842	
4	Permitting	\$0	\$30,454	
5	Bidding Services	\$0	\$8,331	
	SubTotal	\$77,526	\$187,464	
Total				\$264,990

Other Special Terms:

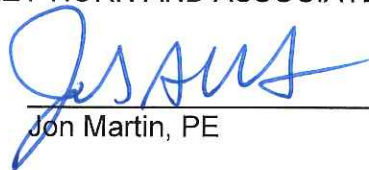
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Signature Block Task Authorization No. 18 Page 3

BY: 

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 8-5-21



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Junos Reed, P.E., Public Works & Utilities Engineering and Construction Manager

DATE: August 3, 2021

SUBJECT: Kimley Horn –Task Authorization No. 18 CA4619, 16-Inch Water Main Replacement River Crossing

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Kimley Horn Task Authorization No. 18 to contract CA4619 for Design and Bidding Assistance services for the 16-Inch Water Main Replacement project in the amount not to exceed \$264,990.00.

PURPOSE:

The purpose of this request is to maintain water service to the beachside residents.

CONSIDERATION:

The existing 16-inch water main that extends from the end of Fleming Avenue east under the Halifax River to Emilia Avenue. The pipeline was constructed in the late 1980's and is constructed of ductile iron pipe. This 16-inch water main is one of two that provide potable water service and fire protection to Ponce Inlet, Daytona Beach Shores, and unincorporated Wilber by the Sea.

In December 2019, the water main failed in multiple locations on the west side of the pipe. This section of the pipe was installed in shallow trenches via dredging, which has over the years exposed the pipe to salt water and was a potential cause of the pipe failures that occurred in 2019. The cost of repairs was \$400,000.00.

This project will replace the 40-year-old ductile iron water main with HDPE or PVC water main from the end of Fleming Avenue east under the Halifax River to Emilia Avenue. The

project will also include the appropriate valving which will allow for the water main to be easily isolated in the future if the need arises.

Staff intends to use ARPA funding for a major portion of construction.

FUNDING:

16-Inch Water Main River Crossing

Project #: WRP200

Fund –401

Fund Name – Water & Sewer System

Cost Center – Water & Sewer

Program – None

Spend Category – Water Capital

Budget - \$180,000.00

Actual - \$264,990.00

Project #: WRP200

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Kimley Horn Task Authorization No. 18 to contract CA4619 for Design and Bidding Assistance services for the 16-Inch Water Main Replacement project in the amount not to exceed \$264,990.00.

ANTICIPATED SCHEDULE:

- a) Council Approval – Sept 7, 2021
- b) Notice to proceed within 30 days of issuance of Purchase Order
- c) Design and Bidding assistance complete within 15 months from NTP

ATTACHMENTS:

- a) Kimley Horn Task Authorization No. 18 draft documents
- b) Kimley Horn Proposal dated August 5, 2021

PROPOSAL FOR 16-INCH WATER MAIN REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

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Kimley»Horn

(NMFS) (during the USACE permitting process) regarding possible Essential Fish Habitat (EFH) impacts. If the NMFS requires detailed listed species surveys, then a separate scope and fee will be prepared.

Task 5: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
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Method of Compensation:

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Kimley»Horn

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4	Permitting	\$0	\$30,454	
5	Bidding Services	\$0	\$8,331	
	SubTotal	\$77,526	\$187,464	
Total				\$264,990

Other Special Terms:

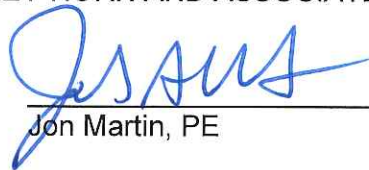
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 8-5-21

AMENDMENT AND EXTENSION AGREEMENT NO. 6

THIS AMENDMENT AND EXTENSION AGREEMENT NO. 6 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Engineer"), a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513. The City and the Engineer are herein after collectively referred to as the "Parties."

WHEREAS, on the 17th day of March 2015, the Parties entered into a Master Contract for Engineering Services (the "Contract") pursuant to Request for Statement of Qualifications No. 14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on March 17, 2015 and continuing until March 16, 2016; and

WHEREAS, the Contract provides for up to five (5) additional (1) one-year renewal periods, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, on the 18th day of March 2016, the Parties exercised the first option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2016 and continuing until March 16, 2017; and

WHEREAS, on the 20th day of March 2017, the Parties exercised the second option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2017 and continuing until March 16, 2018; and

WHEREAS, on the 26th day of March 2018 the Parties exercised the third option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2018 and continuing until March 16, 2019; and

WHEREAS, on the 26th day of March 2019, the Parties exercised the fourth option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2019 and continuing until March 16, 2020; and

WHEREAS, on the 25th day of February 2020, the Parties exercised the fifth and final option to renew the Contract, for a one-year period commencing on March 17, 2020 and continuing until March 16, 2021; and

WHEREAS, in accordance with the City's Purchasing Policy, the Parties desire to extend the Contract for a period not to exceed six (6) months, commencing March 17, 2021 until September 16, 2021, or until the City awards new professional continuous utility engineering consulting services contract(s) (whichever comes first); and

WHEREAS, the Port Orange Interim City Manager has determined that the execution of this Agreement is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. Term. The term of the Contract is hereby extended for a period not to exceed six (6) months, commencing March 17, 2021 until September 16, 2021, or until the City awards new professional continuous utility engineering consulting services contract(s) (whichever comes first).

3. Counterparts. 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 Engineer and the City until the City signs this Agreement.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

[Signature]
Printed Name: JAMES ERWIN CHAYON II

[Signature]
Printed Name: CARA ELLIOTT

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]
Printed Name: Malcolm L. Bryant

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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 2/8/2021

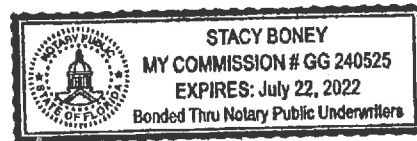
STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 8th day of February, 2021, by Malcolm Lewis Bryant as vice President of Kimley-Horn and Associates, Inc., a foreign 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

Printed Name: Jasanelle

By: Jamie Miller

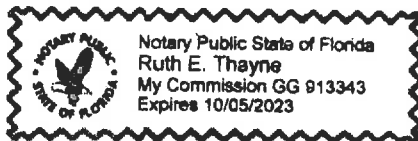
Jamie Miller, Interim City Manager

Printed Name: RUTH E. THAYNE

Date: 2-10-2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of Y physical presence or online notarization, this 10th day of February 2021, by Jamie Miller, as Interim City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

Witnesses:

Printed Name: Jason C. Keller

ATTEST:

By: Robin L. Fenwick

Robin L. Fenwick, MMC, City Clerk

Printed Name: RUTH E. THAYNE

Date: 2/10/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of Y physical presence or online notarization, this 10th day of February, 2021, 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:

RUTH E. THAYNE

CAPITAL IMPROVEMENT PROGRAM DETAIL

PROJECT #

PRJ # NEW

PROJECT NAME	Water System Rehab - 16" Water Main River Crossing	Project Manager	Engineering & Field Operations
DEPARTMENT	Public Utilities	Original Plan Date	
LOCATION	River Crossing	Concurrency Requirement	
Goal / Objective: Goal 2 Objective 2		Priority I: IMPERATIVE (Must-do)	

DESCRIPTION/JUSTIFICATION:

The existing pipeline was installed in late 1980' and constructed of ductile iron pipe. The western section of the water main was installed in shallow trenches via dredging and thus are exposed to salt water. In the winter months of 2020 the pipeline had failures at two different locations, both times a hole approximately 6" x 9" was found, and repair bands were installed at both locations. This watermain is one of two mains that provide potable water and fire protection to Ponce Inlet, Daytona Beach Shores, and unincorporated Wilber by the Sea. A new pipeline is needed to provide more reliability and save money on costly point repairs to the existing pipeline.

2/1 WRP 200

Verified

PROJECT EXPENDITURES/FUNDING SOURCES:

PROJECT COSTS:	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Engineering & Planning	-	180,000	-	-	-	-	-	180,000
Construction	-	-	2,000,000	-	-	-	-	2,000,000
Equipment	-	-	-	-	-	-	-	-
TOTAL PROJECT COSTS	-	180,000	2,000,000	-	-	-	-	2,180,000
PROPOSED SOURCES OF FUNDS:	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Water & Sewer Op Fund (401)	-	180,000	-	-	-	-	-	180,000
Water & Sewer R&R Fund (403)	-	-	2,000,000	-	-	-	-	2,000,000
Water Impact Fee Fund (405)	-	-	-	-	-	-	-	-
Sewer Impact Fee Fund (405)	-	-	-	-	-	-	-	-
TOTAL PROJECT REVENUE	-	180,000	2,000,000	-	-	-	-	2,180,000

OPERATIONAL IMPACT

Provide a reliable second source of potable water and fire protection for the Wilber by the Sea and Ponce Inlet section of the Port Orange utility service area.

OPERATIONAL IMPACT	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Additional Revenues								
Charges for Services	-	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-	-
Less Additional Expenditures								
New Personnel	-	-	-	-	-	-	-	-
Maintenance and Other Operating	-	-	-	-	-	-	-	-
Non Operating (Debt Service)	-	-	-	-	-	-	-	-
Net Annual Impact on Operations	-	-	-	-	-	-	-	-
FUNDING SOURCES	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Water & Sewer O&M Fund (401)	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-

Progr. Water Prod

The Public Utilities project for **U Water/Sewer 16" Water Main River Crossing** has been established in Workday as **WRP200**. Details are as follows:

Default Worktags:

Fund **401**, Cost Center **Water/Sewer**, Program **Water Production**

Budget Team: Please establish the budget for this project as identified below:

\$180,000 in Fund **401**; the spend category is **Water - Capital**

This project detail is included on page 144 of the FY21 – FY26 CIP, dated and approved by council on 8/4/20. The supporting capital budget was approved by council on 9/23/2020 as Resolution 20-49.

Please let me know if anyone has any questions or concerns.

Thanks,

Alison M. Sylvester, MPA

Grants & Contracts Accountant | Capital Assets | Capital Projects

City of Port Orange

1000 City Center Circle | Port Orange, FL 32129

Office: 386.506.5706 | Email: asylvester@port-orange.org

Website: www.port-orange.org





City of Port Orange Project Request Form

30
WRP200

Please email this form and supporting documentation to asylvester@port-orange.org.

Name: Julia Wiggins, Business Mgr

Date of Project Approval: Sept 2020

Date: October 27, 2020

Part of Approved CIP? ☒ Yes ☐ No

Department: PW & PU Department

(Include pg. from CIP book as attachment)

Department Head: Lynn Stevens, PW & PU Director

Fund: 403-WS R&R Cost Center: Water / Sewer Program: Water Production

Amount Budgeted: \$180,000 (design)

Grant Funded? ☐ Yes ☒ No

Grant Source: _____ City Cost Share: _____

Project Title: Water Sewer - 16" Water Main River Crossing

Start Date: 10/01/2020

End Date: 09/30/2025

Project Location (Full Address): Halifax River

Project Description: Design and Construction of a new 16" Water Main River Crossing



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8e) Approval of the Annual Service and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the services contract with Halifax Humane Society and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The city has typically had two separate contracts with HHS, one for standard animal services and a second one for Trap Neuter Release services. The Lieutenant supervising Animal Control Operations, the City Attorney's Office and HHS have worked to combine both of these contracts into one for ease of contract management. This one contract is now for both the standard animal services along with TNR services for FY22. Prices have changed slightly from the FY21 rates to include \$45 anesthesia for TNR when surgery is not required (previously free) and euthanasia at \$45 for TNR (previously \$40). This contract includes a \$508 fiscal year administrative fee for HHS's increase in insurance to include a waiver of subrogation for worker's compensation. The contract provides for renewals of up to 5 additional 12-month terms with City Manager approval.

Project No.: Funding Account No.: Other Professional Services

Presenter: William Proctor

ATTACHMENTS:

1.	Agreement for Services	Agreement for services FY 22-HHS executed.pdf
2.	Exhibit A - Standard Terms	Exhibit A - terms.pdf

Eric Fisher
William Proctor
Lupe Reyna-Coffin
Scott Neils
Robin Hayes
Matthew Jones

Created/Initiated - 8/4/2021
Approved - 8/9/2021
Approved - 8/9/2021
Approved - 8/12/2021
Approved - 8/17/2021
Approved - 8/24/2021

Wayne Clark
Robin Fenwick

Approved - 8/27/2021
Final Approval - 8/27/2021

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange

This Services Agreement (“Agreement” or “Contract”) is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 (“HHS” or “Contractor”), and the **City of Port Orange**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to HHS for the humane impoundment and humane disposition of said animals; and

WHEREAS, HHS is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2021, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2022 and October 1, 2022. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire. Upon written agreement of the parties, this contract may be renewed for up to five (5) twelve (12) month periods, subject to review and approval of the City Manager and budget appropriation.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**

(a) HHS will maintain and operate an animal shelter (“Shelter”) in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to HHS from all areas within the City of Port Orange, and HHS will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at HHS’s sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

(b) HHS will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the City of Port Orange’s law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. HHS will provide alternative options of Return to Field (RTF) for unsterilized community cats following national animal welfare organization recommendations for the most humane practices with addressing cat

overpopulation. HHS will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of HHS. HHS will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, HHS, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, HHS will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days (unless the City determines the cat shall be referred to the Return to Field (RTF) program as described below). If the owner has not retrieved the animal within such three (3) day period, HHS will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (d) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, HHS will communicate with the City of Port Orange to determine the eligibility of the animal for the RTF Program. After consultation, the City of Port Orange will decide whether the cat will be referred for impoundment or RTF and notify HHS. The City of Port Orange will expressly inform HHS if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). HHS will only perform feline sterilization services for cats brought to HHS by an Animal Control Officer (ACO) or other City of Port Orange employee designated by the Police Department who expressly requests this service. Cats brought to HHS by any other person will not be eligible for reimbursement by the City of Port Orange. Fees for this service are listed in 3.b. under RTF/TNR Cats. The City will only be responsible for services or procedures that are requested and expressly included in this agreement. The City will not pay for any other service or procedure. The RTF Program and TNR program require the following:
 - i. HHS and the City shall mutually agree on the day(s) of the week that the City will bring cats to the designated HHS facility. Said schedule shall be subject to change by mutual agreement of the parties. The City shall at a minimum have one day

reserved each week at a designated HHS facility to bring in cats for sterilization.

- ii. Surgeries may be completed at either:
Halifax Humane Society, 2364 West LPGA Boulevard Daytona Beach, FL 32124
Or
Halifax Humane Society, Redinger Clinic, 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter HHS shall refer to both locations, LPGA Blvd. and Mason Ave.

- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the City of Port Orange presents a cat for sterilization and HHS finds the cat has already been sterilized, HHS will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of \$45.
- v. Upon presentation of a cat, HHS, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. HHS recognizes that the City of Port Orange does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized. The cost for euthanasia is \$45.
- vi. All cats being returned to Port Orange staff from HHS will have their ear tipped as described above. No exceptions. If a cat is returned to Port Orange staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, Port Orange will return the cat to HHS for the procedure without any additional charge to Port Orange.
- vii. No procedures other than those expressly listed in this document will be paid for by the City of Port Orange. Port Orange will only reimburse for procedures that have been documented and provided to the City. HHS must provide at least the following information in order to receive reimbursement for each cat:
- Invoice number
 - Visit Date
 - Billing Date
 - Animal Name and/or Number
 - Colony Caregiver name (to be provided at intake by City)
 - Colony Caregiver address (to be provided at intake by City)
 - Services provided
 - Cost for each service provided

- Total cost
- viii. HHS will combine and send all invoices to Port Orange monthly.
- ix. ACO's will notify HHS staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized. HHS will only release RTF cats to the City's Animal Control Officer unless the City has provided permission for a 3rd party release in writing.

3. **BILLING & PAYMENT:**

- (a) HHS shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
- (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the HHS within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by HHS, the City of Port Orange agrees to pay the following applicable fee(s) per animal to the HHS on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTF/TNR program)	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00

Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment

Fees for RTF/TNR cats

Sterilization Surgery \$45

Complimentary ear tipping,
anesthesia, FVRCP, Rabies
Vaccines

Anesthesia \$45

(applicable only when
sterilization is requested and no
surgery is required) No surgery
performed, ear tipping, FVRCP
vaccine, rabies vaccine

Euthanasia \$45

Veterinarian determined that
patient cannot undergo surgery
due to illness/disease

Fees for Additional Services

Forensic calls and staff assistance

Staff Support: \$10.00 per hr.

Veterinarian Support: \$75.00 per hr.

Administrative Fee \$508 per fiscal year

- (c) Payment must be made to HHS within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the

Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact HHS's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice. Any amount(s) disputed by the City shall not be considered overdue and shall not bear said interest.

- (d) HHS will submit to the City of Port Orange, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
- (e) HHS will use good faith efforts to try to collect from the animal's owner all costs for which the City of Port Orange is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** HHS will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. HHS will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** HHS will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to HHS within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement. The City of Port Orange agrees to indemnify the HHS for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a stray, except that the cap on the amount and liability of the City of Port Orange for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange for HHS services in the contract year in

which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to HHS the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, HHS will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by HHS when it is the City of Port Orange's belief that the dog poses a threat to public safety. The City of Port Orange agrees to indemnify HHS for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal under the Dangerous Dog Law, except that the cap on the amount and liability of the City of Port Orange for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange for HHS services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. HHS will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The City of Port Orange agrees to indemnify HHS for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the City of Port Orange for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange for HHS services in the contract year in which the claim arises.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Port Orange as a result of an owner eviction will be held by HHS for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have HHS hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to HHS as a "stray," in which case the animal will be held for three (3) days prior to

disposition. The City of Port Orange agrees to indemnify the HHS for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray," except that the cap on the amount and liability of the City of Port Orange for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange for HHS services in the contract year in which the claim arises. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Port Orange fails to make timely payment to HHS for services rendered pursuant to this Agreement, HHS, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If HHS exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by HHS prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, HHS will no longer provide any services to the City of Port Orange.

10. **WAIVER OF BREACH:** The waiver by HHS or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Port Orange 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 of Port Orange for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Port Orange, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. **PUBLIC RECORDS:** Pursuant to section 119.0701 (2)(a), Florida Statutes, the City of Port Orange is required to provide HHS with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF HHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HHS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

By entering into this Agreement, HHS acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure

requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City of Port Orange, including HHS, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the City of Port Orange to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the City of Port Orange's custodian of public records, provide the City of Port Orange with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City of Port Orange.
- d) Upon completion of the contract, transfer, at no cost, to the City of Port Orange all public records in the possession of the contractor or keep and maintain public records required by the City of Port Orange to perform the service. If the contractor transfers all public records to the City of Port Orange upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Port Orange, upon request from the City of Port Orange's custodian of public records, in a format that is compatible with the information technology systems of the City of Port Orange.
- e) Requests to inspect or copy public records relating to the City of Port Orange's contract for services must be made directly to the City of Port Orange. If contractor receives any such request, contractor shall instruct the requestor to contact the City of Port Orange. If the City of Port Orange does not possess the records requested, the City of Port Orange shall immediately notify the contractor of such request, and the contractor must provide the records to the City of Port Orange or otherwise allow the records to be inspected or copied within a reasonable time.

HHS acknowledges that failure to provide the applicable public records to the City of Port Orange within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. HHS further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City of Port Orange. HHS shall indemnify, defend, and hold the City of Port Orange harmless for and against any and all claims, damage awards, and causes of action arising from HHS's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by HHS's failure to maintain any applicable public records that are exempt

or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. HHS authorizes City of Port Orange to seek declaratory, injunctive, or other appropriate relief against HHS from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 20, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **STANDARD TERMS AND CONDITIONS:** The parties hereby agree to the City's standard contract terms and conditions attached hereto as Exhibit A. Exhibit A is hereby incorporated herein and expressly made a part of this Agreement.

17. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

19. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

20. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the City of Port Orange and to the attention of the CEO with respect to HHS.

IN WITNESS WHEREOF, HHS and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 8/18/21

CITY OF PORT ORANGE

By: _____
Name: Donald O. Burnette
Title: Mayor
Date: _____

ATTEST:

By: 
Name: Susan Herrin
Title: Director of Administration
Date: 8/18/21

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____

Exhibit A- City Standard Terms

1. Provision of Services

Authorization for Services:

Manner and Place: Performance of this contract shall be in a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses.

Time and Essence: Contractor acknowledges that time is of the essence for performance of the services.

Authorization for Services: This Contract only authorizes the services set forth herein to be performed and, when stated in this contract, only if the Animal Control Authority or other authorized City employee requests the service. 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 in this Contract, the City agrees to compensate Contractor at the prices set forth in the Contract, subject to a limit up to but not to exceed \$21,000 for return to field and trap, neuter and return services and \$55,000 for the remainder of services contemplated by 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 Administration. The Lieutenant supervising Animal Control operations for the Port Orange Police Department shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. 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 23 of this contract concerning disputes.

6. 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.

7. 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. 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.

9. 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.

10. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are

permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> ☐ 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 \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: 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 Agreement 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	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond	Limits: Coverage - Equal to amount of	
☐	Required	Contract.	
City Manager waives Payment and Performance Bond for work under \$25,000.00.			
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

11. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

21. 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 Agreement. 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.

22. 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.

23. 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.**

24. 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. 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.

26. 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: Animal Control
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5879

Contractor: Miguel Abi-hassan, CEO
Halifax Humane Society
2364 LPGA Blvd.
Daytona Beach, FL 32124
Miguela@halifaxhumanesociety.org
(386) 274-4703

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.

27. 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C8f) Approval of Task Authorization No. 34 with Mead and Hunt for the Water Reclamation Facility Filter Rehabilitation Project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 34 to the Master Contract for Engineering Services (CA4621) with Mead and Hunt, Inc. for the amount not to exceed \$234,481; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Works & Utilities Department is requesting the City Council approve Mead & Hunt Task Authorization No. 34 for the Master Contract for Engineering Services CA4619 for Design and Bidding Assistance services for the Water Reclamation Facility (WRF) Filter Rehabilitation project in the amount of \$234,481.00.

The Water Reclamation Facility (WRF) was originally constructed in the 1960's. Major expansions to the plant occurred in 1980 and 1988. The 1988 expansion included the construction of the DeNora Deep Bed Filters that are still in operation today. The operation of the filters is a critical step in the wastewater treatment process and is a requirement of the FDEP issued permit for the plant. The filters have reached an age that, if not upgraded, will begin to affect the reliability of the treatment system.

All mechanical components of the filters and the filter media are in need of replacement. The electrical system also needs to be upgraded to current building code requirements. Instrumentation & controls for the filter technology need to be upgraded to match the control system for the plant.

On August 6, 2021, Mead & Hunt, Inc. submitted the Scope of Service for the WRF Filter Rehabilitation Project. The request will include design, permitting, and bidding assistance for the complete mechanical, electrical, and instrumentation rehabilitation of the filters.

Task Authorization No. 34 for the Master Contract for Engineering Services CA4619 to Mead and Hunt will be in the amount of \$234,481. Task expiration is to be set for 455 days (15 months) from the Notice to Proceed. This item was funded and approved under the FY21-26 CIP.

Project Funding Account No.: Fund: 403-Water and Sewer R&R, Cost Center:
No.: SSP200 Water and Sewer, Program: Wastewater Treatment, Spend Category:
Sewage - Capital, Additional Worktag: Project SSP200 - Filter Rehab

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt - Task Authorization No 34 WRF Filter REhab	Mead and Hunt - Task Authorization No 34 WRF Filter REhab.pdf
2.	Justification Memo MH TA 34	Justification Memo MH TA 34.docx
3.	PO WRF Filter Rehab Proposal Rev. per City 8.6.21	PO WRF Filter Rehab Proposal Rev. per City 8.6.21.pdf
4.	SSP200 - CIP page 148 FY21	SSP200 - CIP page 148 FY21.pdf

Julia Wiggins	Created/Initiated - 8/13/2021
Julia Wiggins	Approved - 8/13/2021
Kynah Cockcroft	Approved - 8/13/2021
Richard Colby	Approved - 8/13/2021
Junos Reed	Approved - 8/13/2021
Steve Parnell	Approved - 8/13/2021
Lynn Stevens	Approved - 8/17/2021
Lupe Reyna-Coffin	Approved - 8/17/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/24/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

TASK AUTHORIZATION NO. 34
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, 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 **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, 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 Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this **Task Authorization No 34**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Water Reclamation Facility Filter Rehabilitation** as more particularly described in the Scope of Services attached hereto and incorporated as **Task Authorization No 34 Exhibit "1."**
4. Engineer shall complete the task within 15 months from the issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Task Authorization No 34 Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to an amount not to exceed **Two Hundred Thirty-Four Thousand Four Hundred Eighty-One Dollars and no cents (\$234,481.00)**. 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.
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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____

By: _____
Brad T. Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

EXHIBIT “1”

Contractor's Quote

Consisting of 6 Pages

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WATER RECLAMATION FACILITY FILTER REHABILITATION**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves complete rebuilding of the existing denitrification filters at the City's Water Reclamation Facility (WRF) along with other critical improvements including:

- Rebuilding existing six (6) filters with new air/water underdrain blocks, new media support gravel and new sand filter media
- Upgrading existing filter system controls
- Replacing all valves and actuators for the (6) filters. There are 6 valves for each filter.
- Replacing three (3) filter clear well pumps and VFD's
- Replacing (2) backwash pumps and (2) backwash blowers, and VFD installation for new pumps & blowers
- Constructing structural aluminum roof over the filter and filter pipe gallery
- Installing new flow meters for each filter (total of six (6) flow meters)

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 12-month project.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. The PDR will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the overall design intent, primary components and initial electrical and instrumentation sheets. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC). Electrical design will be performed by Bailey Engineering Consultants (BEC), a copy of which is also enclosed.

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 30% review meeting are addressed in the 60% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for approval. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare addenda.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>9 months (total)</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>2 months</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>4 months</i>	<i>Client approval of PDR</i>
<i>Phase 4 – Bidding Services</i>	<i>2 months</i>	<i>Client approval of Bid Documents</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$234,981**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$27,702	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	\$25,202	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	\$143,328	<i>Lump Sum</i>
<i>Phase 4 – Bidding Services</i>	\$9,749	<i>Lump Sum</i>
<i>Subs/Reimbursables</i>	\$28,500	<i>Actual Cost + 10%</i>
<i>TOTAL</i>	\$234,981	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of sixty (60) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Junos Reed, P.E., Public Works & Utilities Engineering and Construction Manager

DATE: August 13, 2021

SUBJECT: Mead & Hunt –Task Authorization No. 34 CA4619, Water Reclamation Facility Filter Rehabilitation

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Mead & Hunt Task Authorization No. 34 to the Master Contract for Engineering Services CA4619 for Design and Bidding Assistance services for the Water Reclamation Facility (WRF) Filter Rehabilitation project in the amount of \$234,481.00.

PURPOSE:

The purpose of this task authorization maintain compliance with Florida Department of Health (FDEP) plant operating permit.

CONSIDERATION:

The Water Reclamation Facility (WRF) was originally constructed in the 1960's. Major expansions to the plant occurred in 1980 and 1988. The 1988 expansion included the construction of the DeNora Deep Bed Filters that are still in operation today. The operation of the filters is a critical step in the wastewater treatment process and is a requirement of the FDEP issued permit for the plant. The filters have reached an age that if not upgraded, will begin to affect the reliability of the treatment system.

All mechanical components of the filters and the filter media are in need of replacement. As well, the electrical system needs to be upgraded to the current building code requirements and instrumentation & controls for the filters technology needs be upgraded to match the control system for the plant.

On August 6, 2021; Mead & Hunt, Inc. submitted the Scope of Service for the WRF Filter Rehabilitation Project. The request will include design, permitting, and bidding assistance for the complete mechanical, electrical, and instrumentation rehabilitation of the filters.

Task Authorization No 34 to the Master Contract for Engineering Services CA4619 to Mead and Hunt will be in the amount of \$234,481. Task expiration is to be set for 455 days (15 months) from the Notice to Proceed. This item was funded and approved under the FY21-26 CIP, page 148.

FUNDING:

WRF – Filter Rehabilitation

Fund –403

Fund Name – Water & Sewer R&R

Cost Center – Water & Sewer

Program – Wastewater Treatment

Spend Category – Sewer Capital

Budget –\$250,000.00

Actual –\$234,481.00

Project #: SSP200

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Mead & Hunt Task Authorization No. 34 to the Master Contract for Engineering Services CA4619 for Design and Bidding Assistance services for the Water Reclamation Facility (WRF) Filter Rehabilitation project in the amount of \$234,481.00

ANTICIPATED SCHEDULE:

- a) CivicClerk Entry – August 13, 2021
- b) Council Approval - September 7, 2021
- c) Executed Contract – September 8, 2021
- d) Purchase Order Issuance – September 13, 2021
- e) Notice to Proceed Issuance – 30 days from Purchase Order

ATTACHMENTS:

- a) Mead & Hunt Task Authorization No. 34 draft documents
- b) Mead & Hunt Proposal dated August 6, 2021



August 6, 2021

Mr. Junos Reed
Engineering & Construction Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

Subject: City of Port Orange Water Reclamation Facility Filter Rehabilitation

Dear Steve,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for the above referenced project. The project involves complete rebuilding of the existing denitrification filters at the City's Water Reclamation Facility (WRF) along with other critical improvements to improve the operation and reliability of the filters.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais, P.E.

Brad T. Blais, P.E.
Vice President/ Market Leader

A blue ink signature of Anant Sriram, PE.

Anant Sriram, PE
Project Manager

BTB/AS;bf

Enclosure: Scope of Services
Bailey Engineering Consultants Proposal

cc: Chris Wall

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WATER RECLAMATION FACILITY FILTER REHABILITATION**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves complete rebuilding of the existing denitrification filters at the City's Water Reclamation Facility (WRF) along with other critical improvements including:

- Rebuilding existing six (6) filters with new air/water underdrain blocks, new media support gravel and new sand filter media
- Upgrading existing filter system controls
- Replacing all valves and actuators for the (6) filters. There are 6 valves for each filter.
- Replacing three (3) filter clear well pumps and VFD's
- Replacing (2) backwash pumps and (2) backwash blowers, and VFD installation for new pumps & blowers
- Constructing structural aluminum roof over the filter and filter pipe gallery
- Installing new flow meters for each filter (total of six (6) flow meters)

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 12-month project.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. The PDR will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY's comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the overall design intent, primary components and initial electrical and instrumentation sheets. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC). Electrical design will be performed by Bailey Engineering Consultants (BEC), a copy of which is also enclosed.

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MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

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MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

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Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare addenda.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>9 months (total)</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>2 months</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>4 months</i>	<i>Client approval of PDR</i>
<i>Phase 4 – Bidding Services</i>	<i>2 months</i>	<i>Client approval of Bid Documents</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$234,981**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$27,702	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	\$25,202	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	\$143,328	<i>Lump Sum</i>
<i>Phase 4 – Bidding Services</i>	\$9,749	<i>Lump Sum</i>
<i>Subs/Reimbursables</i>	\$28,500	<i>Actual Cost + 10%</i>
<i>TOTAL</i>	\$234,981	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of sixty (60) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.

CAPITAL IMPROVEMENT PROGRAM DETAIL

PROJECT #

SSPXXX

PROJECT NAME WRF - Filter Rehabilitation
DEPARTMENT Public Utilities
LOCATION Water Reclamation Facility

Project Manager Engineering & Wastewater
Original Plan Date FY 2021
Concurrency Requirement N/A

Goal / Objective: Goal 2 Objectives 2, 3, 4

Priority I: IMPERATIVE (Must-Do)

DESCRIPTION/JUSTIFICATION:

The Water Reclamation Facility (WRF) was originally built in 1960's. Major expansions to the plant occurred in 1980 and 1988. The 1988 expansion led to the construction of the DeNora Deep Bed Filters. Today, the valves and the media for the filters are in need of replacement. In order to maintain compliance with state and federal regulations for treatment, equipment and components must be replaced as needed to maintain full filter operations. The current state of the filter system is reducing the reliability of the treatment plant. Compliance concerns are driving this upgrade.

PROJECT	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Filter Valve Upgrade	-	250,000	-	250,000	-	-	-	500,000
Instrumentation and Controls Upgrade	-	-	250,000	-	-	-	-	250,000
Filter Media Upgrade	-	-	-	-	500,000	500,000	500,000	1,500,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	250,000	250,000	250,000	500,000	500,000	500,000	2,250,000

PROJECT EXPENDITURES/FUNDING SOURCES:

PROJECT COSTS:	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Engineering & Planning	-	-	-	-	-	-	-	-
Construction	-	100,000	100,000	100,000	250,000	250,000	250,000	1,050,000
Equipment	-	150,000	150,000	150,000	250,000	250,000	250,000	1,200,000
TOTAL PROJECT COSTS	-	250,000	250,000	250,000	500,000	500,000	500,000	2,250,000

PROPOSED SOURCES OF FUNDS:	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Water & Sewer Op Fund (401)	-	-	-	-	-	-	-	-
Water & Sewer R&R Fund (403)	-	250,000	250,000	250,000	500,000	500,000	500,000	2,250,000
Water Impact Fee Fund (405)	-	-	-	-	-	-	-	-
Sewer Impact Fee Fund (405)	-	-	-	-	-	-	-	-
TOTAL PROJECT REVENUE	-	250,000	250,000	250,000	500,000	500,000	500,000	2,250,000

OPERATIONAL IMPACT

OPERATIONAL IMPACT	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Additional Revenues								
Charges for Services	-	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-	-
Less Additional Expenditures								
New Personnel	-	-	-	-	-	-	-	-
Maintenance and Other Operating	-	-	-	-	-	-	-	-
Non Operating (Debt Service)	-	-	-	-	-	-	-	-
Net Annual Impact on Operations	-	-	-	-	-	-	-	-

FUNDING SOURCES	PRIOR YEARS*	FY21	FY22	FY23	FY24	FY26	FY26	TOTAL
Water & Sewer O&M Fund (401)	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-

Wiggins, Julia

From: Sylvester, Alison
Sent: Friday, October 30, 2020 4:03 PM
To: Wiggins, Julia; Reyna-Coffin, Lupe; Barnett, Darlene
Cc: Stevens, Lynn; Parnell, Steve; Buttrum, Ronny; Reed, Junos; Colby, Richard
Subject: New Project: SSP200 U WRF Filter Rehabilitation
Attachments: SSP200_Water Sewer - New Project Request.pdf

Julia –

The Public Utilities project for **U WRF Filter Rehabilitation** has been established in Workday as **SSP200**. Details are as follows:

Default Worktags:

Fund **403**, Cost Center **Water/Sewer**, Program **Wastewater Treatment**

Budget Team: Please establish the budget for this project as identified below:

\$250,000 in Fund **403**; the spend category is **Equipment - Capital**

This project detail is included on page 148 of the FY21 – FY26 CIP, dated and approved by council on 8/4/20. The supporting capital budget was approved by council on 9/23/2020 as Resolution 20-49.

Please let me know if anyone has any questions or concerns.

Thanks,

Alison M. Sylvester, MPA

Grants & Contracts Accountant | Capital Assets | Capital Projects

City of Port Orange

1000 City Center Circle | Port Orange, FL 32129

Office: 386.506.5706 | Email: asylvester@port-orange.org

Website: www.port-orange.org





SSP200

City of Port Orange Project Request Form

Please email this form and supporting documentation to asylvester@port-orange.org.

Name: Julia Wiggins, Business Mgr

Date of Project Approval: Sept 2020

Date: October 27, 2020

Part of Approved CIP? ☒ Yes ☐ No

Department: PW & PU Department

(Include pg. from CIP book as attachment)

Department Head: Lynn Stevens, PW & PU Director

Fund: 403-WS R&R Cost Center: Water / Sewer Program: Wastewater Treatment

Amount Budgeted: \$250,000

Grant Funded? ☐ Yes ☒ No

Grant Source: _____ City Cost Share: _____

Project Title: WRF- Filter Rehabilitation

Start Date: 10/01/2020

End Date: 09/30/2021

Project Location (Full Address): 817 Oak Street, Port Orange, Florida 32127

Project Description: The WRF filter system is in need up upgrade.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C9) Resolution No. 21-34 - Appropriation for Purchase of 72 RXV Elite Golf Carts

DEPARTMENT: Finance

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 21-34.

SUMMARY: The City Parks & Recreation Department is requesting to purchase 72 E-Z-GO RXV Elite Lithium powered golf carts in FY22. The total cost will be \$519,962.40 with a trade-in allowance for current carts of \$200,600. The net cost is \$319,362.40. It is anticipated that these carts will have a 4-year life, compared to the 3-year life of the current carts. The trade-in value of the new carts in four years is estimated to be \$202,000 to \$230,000.

The Parks & Recreation staff reviewed a leasing option as well. The purchase option saves \$76,500 in direct costs over the four-year period. In addition, the purchase option provides a trade-in value in four years, where the lease option does not.

There is currently a six-month backlog on the delivery of these carts. The Parks & Recreation Staff proposes that the current appropriation will allow the issuance of a Purchase Order for the 72 units and allow the Golf Course to be on the production schedule. The estimated delivery will be in February or March.

Payment for the units is due within 30days of delivery, at which time the trade-in allowance check will be issued to the City.

The Lithium powered carts are more efficient and have longer battery life than the current models.

Fund 450-Golf Course has been paying a replacement charge to the city's lease and replacement fund over the last three years. There is a sufficient fund balance to pay for these new carts.

Project No.: NA Funding Account No.: Lease & Replacement 505; Capital

Presenter: Robin Hayes

ATTACHMENTS:

1.	Budget Resolution No. 21-34 with exhibit	Bud Reso 21-34 Appropriate Funds for Purchase of Golf Carts - (CC Mtg 9-07-2021).pdf
2.	Email Re Pricing on Golf Carts	Email Re Pricing on Golf Carts.pdf
3.	City of Port Orange (Golf Club at Cypress Head) Fleet Proposal 7-2-2021	City of Port Orange (Golf Club at Cypress Head) Fleet Proposal 7-2-2021.pdf

Scott Neils	Created/Initiated - 7/28/2021
Susan Lovallo	Approved - 7/29/2021
Lupe Reyna-Coffin	Approved - 8/11/2021
Scott Neils	Approved - 8/17/2021
Robin Hayes	Approved - 8/17/2021
Matthew Jones	Approved - 8/25/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

RESOLUTION NO. 21-34

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE AND APPROPRIATE FROM THE LOAN FUND (508) IN THE AMOUNT OF \$142,852 TO THE GOLF COURSE FUND (450); TO BUDGET FOR MISCELLANEOUS REVENUE IN THE AMOUNT OF \$200,600 IN THE GOLF COURSE FUND (450); TO TRANSFER \$343,452 FROM GOLF COURSE FUND (450) TO LEASE AND REPLACEMENT FUND (505); TO DESIGNATE FUND BALANCE FROM THE LEASE AND REPLACEMENT FUND (505) IN THE AMOUNT OF \$176,548; AND APPROPRIATE \$520,000 IN THE LEASE AND REPLACEMENT FUND (505) TO CAPITAL OUTLAY FOR THE REPLACEMENT OF 72 GOLF CARTS AT CYPRESS HEAD GOLF COURSE AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate funds in the amount of \$142,852 from the Loan Pool Fund (508) to Golf Course Fund (450); and budget for Miscellaneous Revenue of \$200,600, generated from the Trade-In value assigned to the used golf carts in the Golf Course Fund (450); to transfer \$343,452 from Golf course Fund (450) to the Lease and Replacement Fund (505); to designate and appropriate funds in the amount of \$176,548 from the available fund balance in the Lease and Replacement Fund (505); and appropriate \$520,000 to Capital Outlay for the replacement of 72 Club Car golf carts with 72 E-Z-GO Elite Lithium powered golf carts; and

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 items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

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, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected 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: _____
Matthew J. Jones, City Attorney

FY2021 Loan Pool Fund (508)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Appropriated Fund Balance	142,852
Total Revenues:	<u>\$ 142,852</u>
<u>Expenditures:</u>	
Other Financing Uses - Interfund Transfer Expense	142,852
Total Expenditures:	<u>\$ 142,852</u>

To budget to Appropriate Fund balance in the Loan Pool Fund (508) and transfer to the Golf Course Fund (450) to provide additional funding for the purchase/replacement of 72 Golf Carts.

FY2021 Golf Course Fund (450)
Prepared: August 9, 2021
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Other Financing Sources - Interfund Transfers - Revenue (from Fund 508)	142,852
Miscellaneous Revenue - Proceeds from Trade-In	200,600
Total Revenues:	\$ 343,452

Expenditures:

Interfund Transfer Expense	343,452
Total Expenditures:	\$ 343,452

1. To budget for a Transfer from the Loan Fund (508) in the amount of \$142,852 to cover increased cost to replace Golf Carts and to budget for anticipated proceeds from the Trade-In value of the Club car Golf carts (\$200,600 funds to be issued within 30 days of delivery) and transfer to the Lease and Replacement Fund (505) to provide additional funding for the purchase of new golf carts.

FY2021 Lease and Replacement Fund (505)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Appropriated Fund Balance	176,548
Other Financing Sources - Interfund Transfer Revenue	343,452
Total Revenues:	<u>\$ 520,000</u>
<u>Expenditures:</u>	
Capital Outlay -	520,000
Total Expenditures:	<u>\$ 520,000</u>

To budget for the use of Fund Balance of \$176,548 and Interfund Transfers from the Golf Fund (450) \$343,452 and appropriate to Capital Outlay to provide funding for the replacement of 72 Clubcar golf carts with 72 E-Z-GO RXV Elite Lithium powered golf carts

From: Lovallo, Susan slovallo@port-orange.org 
Subject: RE: Golf Carts
Date: July 8, 2021 at 15:22
To: Neils, Scott sneils@port-orange.org
Cc: Reyna-Coffin, Lupe lcoffin@port-orange.org, Truitt, Linda ltruitt@port-orange.org, Meyer, Matthew mmeyer@port-orange.org, Ferreira, Peter pferreira@port-orange.org, Sweat, Kevin ksweat@port-orange.org, Lovallo, Susan slovallo@port-orange.org

Scott please see below I have also attached the price quote for purchase and lease.

Lease: cart is \$8,284.32 each X 72 carts = \$596,471.04 – trade in value \$200,600 = \$395,871.04 / 48 months is \$8,247.31 or \$98,967.75 annually and in year 5 no trade in.

Purchase: Cart is \$7221.70 x 72 carts = \$519,962.4 – trade in values of \$200,600 = \$319,362.40 this would be for 4 years and in year 5 we would value trade estimated at \$201,600 to \$230,400. I also believe that the cart price will decrease as technology becomes more mainstream.

So we save \$76,508.60 and have trade in value in year 5.

We would like to purchase these immediately so we can get them in first qtr. of FY2022 due to delivery and manufacturer delays. Please let me know if you have any further questions.

From: Neils, Scott <sneils@port-orange.org>
Sent: Thursday, July 8, 2021 2:36 PM
To: Lovallo, Susan <slovallo@port-orange.org>
Cc: Reyna-Coffin, Lupe <lcoffin@port-orange.org>; Truitt, Linda <ltruitt@port-orange.org>; Meyer, Matthew <mmeyer@port-orange.org>
Subject: Golf Carts

Susan,

Would you send me your analysis on the Cost Benefit of Purchase? The key will be in the residual value and how it is determined.

Thanks.

Scott

Dr. Scott R. Neils CPA CMA CGFO
CFO and Finance Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
386-500-5700

386-506-5702 Phone
sneils@port-orange.org
www.port-orange.org

Core Values: Commitment, Adaptability, Respect, Ethics and Integrity

"An Investment in knowledge pays the best interest" - Benjamin Franklin



City of Port
Orange...21.pdf



PREPARED FOR:

City of Port Orange DBA Golf Club at Cypress Head



CUSHMAN®



July 1, 2021

Bob Duquette
City of Port Orange DBA Golf Club at Cypress Head
City of Port Orange (NIPA1808)
Golf Club at Cypress Head, Florida 32148

Dear Bob,

E-Z-GO® is honored to prepare this exclusive proposal for the City of Port Orange and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at City of Port Orange.

With sincere appreciation,

John Baughman
Sr. Fleet Sales Representative
(954) 540-2764
jbaughman@textron.com



Pricing

July 1, 2021

City of Port Orange DBA Golf Club at Cypress Head

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
72	RXV ELITE (Lithium)	2022	48 Month FMV	\$115.06	\$8,284.32
72	RXV ELITE (Lithium)	2022	Net 30	\$7,221.70	\$519,962.40

INCLUDED ACCESSORIES			
Color: Wheel Covers	Premium II Color Choice	E Shield Frame Coating	USB Ports
Light World Chargers	Cooler and Bracket	Sand Bottle	Sand Bucket and Bracket
Message Holder	Bag Cover	Sun Canopy Top	Split Windshield
Freight	Accessory Installation	Club Logo/# Decals	Parts Package

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	68	TXT48	2019	\$2,950.00

LEASE PROGRAM DETAILS

Payment schedule: **Straight Pay**

Payment months: **All**

Delivery: **December 2021***

First pay: **First Full Month after Delivery**

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. **City of Port Orange DBA Golf Club at Cypress Head** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Pricing established using current NIPA Contract #R161101 with published discounts plus fleet volume discount.

Acceptance of this proposal qualifies the City of Port Orange for \$12,774.50 in free goods for vehicles/parts etc.

E-Z-GO will provide cash back for trades totaling \$200,600.00. *Delivery subject to change due to supplier constraints.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

City of Port Orange DBA Golf Club at Cypress Head

E-Z-GO Division of Textron Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



THE INDUSTRY'S #1 GOLF CAR



THE NUMBERS IT TAKES TO BE #1

#1

MOST EFFICIENT
ELECTRIC
GOLF CAR

5 YEAR

UNLIMITED
AMP HOUR
WARRANTY

\$9

ENERGY SAVINGS
PER CART
PER MONTH

2X

FASTER CHARGE
THAN LEAD-ACID

ZERO

MAINTENANCE
BATTERY

100,000+

CARS IN USE
WORLDWIDE

WHAT THEY'RE SAYING ABOUT ELITE

"WE'VE SEEN SAVINGS OF
\$2,000/MO.

on our electric bills, which easily
offsets the cost to upgrade."

PAUL GRILLO

Executive Director, Sterling Farms Golf Course

"THE VEHICLES ARE
DURABLE
AND TRUSTWORTHY

we never have to worry about
running out of cars on a busy day."

CHERYL HOWARD

General Manager, Chestatee Golf Club



Limited Warranty Terms and Conditions – RXV and TXT ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G21

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. **DONOTMAKEANYSUCHMODIFICATIONSORCHANGES.** SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G21

Terms and Conditions for Returning Vehicles or Trade-Ins

Lessee agrees to accept sole responsibility for any loss or damage to its returned cars beyond normal wear and tear. The returned cars must meet the following conditions:

- All cars must be free of all liens and encumbrances.
- All cars must be capable of running at least 9 holes of golf.
- All cars must be capable of starting, stopping and steering properly.
- All cars must be the same quantity and year model as originally evaluated.
- All cars must have a working charger.
- All cars must be absent of any major cosmetic or mechanical damage.
- All cars must have four serviceable tires that retain proper air pressure.
- All batteries must be free of corrosion, and properly filled with water.

Returned cars are subject to inspection and **Lessee** agrees to pay the following charges should damages be found:

- Severely Damaged or Missing Chargers - \$200.00 per charger
- Inoperable Cars (i.e. unable to start, stop or steer properly) - \$300.00 per car
- Minor Damage (i.e. Damage to Bodies, Bumpers or Seats) - \$300.00 per car
- Major Damage (i.e. Frame Damage, Wrecked Cars, Blown Engines) - \$800.00 per car

Accepted By:

Lessee

By: _____

Title: _____

Date: _____

E-Z-GO

By: _____

Title: _____

Date: _____





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C10) Resolution No. 21-35 - Appropriation for Cypress Head Roof Repairs

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Budget Resolution No. 21-35 for emergency roof replacement at Cypress Head.

SUMMARY: Replacing the clubhouse roof at Cypress Head was planned and included in the FY 2021-2022 CIP program. However, the building is incurring damage due to multiple periods of heavy rain over the summer and staff believes expedited replacement is necessary to prevent further damage and limit additional repair costs if the project is delayed. Also, the roof encompasses the restaurant and the banquet rooms. If the roof is not repaired soon these areas will incur further damage and closing of the facility will need to be considered. Due to the condition of the roof, this project is considered an emergency. This project will be funded utilizing Fund Balance within the General Fund (\$56,250) and the remaining dollars within the Loan Pool Fund (\$18,750) for a total project cost of \$75,000. Since this item was planned and included in the FY 2021-2022 CIP program, the funds will be reallocated in the FY 2021-2022 CIP program as approved by the City Council.

Project No.: N/A
N/A

Funding Account No.: Interfund Transfers Expense
Interfund Transfer Expense

Presenter: Robin Hayes

ATTACHMENTS:

1.	Budget Resolution No. 21-35 with exhibit	Bud Reso 21-35 Roof Repair at Cypress Head Golf Course -.pdf
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Susan Lovallo
Lupe Reyna-Coffin
Robin Hayes
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 8/10/2021
Approved - 8/11/2021
Approved - 8/17/2021
Approved - 8/24/2021
Approved - 8/27/2021
Final Approval - 8/27/2021

RESOLUTION NO. 21-35

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE FUND BALANCE FROM THE GENERAL FUND (001) IN THE AMOUNT OF \$56,250 AND TRANSFER TO THE GENERAL CAPITAL REPLACEMENT FUND (317) AND APPROPRIATE TO CAPITAL OUTLAY TO PROVIDE PARTIAL FUNDING FOR ROOF REPAIRS AT CYPRESS GOLF COURSE; TO DESIGNATE FUND BALANCE FROM THE LOAN POOL FUND (508) IN THE AMOUNT OF \$18,750 AND TRANSFER TO THE GOLF COURSE FUND (450) AND APPROPRIATE TO CAPITAL OUTLAY TO FUND THE BALANCE NEEDED FOR ROOF REPAIRS AT CYPRESS GOLF COURSE; AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS The City Council desires to designate and appropriate funds in the amount of \$ 56,250 from the available fund balance in the General Fund (001) and transfer to the General Capital Replacement Fund (317) and appropriate to Capital Outlay; to designate and appropriate funds in the amount of \$18,750 from the available fund balance in the Loan Pool Fund (508) and transfer to the Golf Course Fund (450) and appropriate to Capital Outlay for roof repairs at Cypress Golf Course. Total estimated cost of the roof repairs is \$75,000 funded with a combination of General Fund (75%) and Golf Course Fund (25%) in the amounts indicated above.

and

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 items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

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, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected 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: _____
Matthew J. Jones, City Attorney

FY2021 General Fund (001)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Appropriated Fund Balance	56,250
Total Revenues:	<u>\$ 56,250</u>

<u>Expenditures:</u>	
Other Financing Uses - Interfund Transfer Expense	56,250
Total Expenditures:	<u>\$ 56,250</u>

To budget for the use of available fund balance in the General Fund (001) and transfer to the General Capital Replacement Fund (317) to fund 75% (\$56,250) of the total funds needed (\$75,000) to cover roof repairs at Cypress Head.
The remaining 25% (\$18,750) is to be covered by the Golf Course Fund (450)

FY2021 General Capital Replacement Fund (317)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Interfund Transfer Revenue	56,250
Total Revenues:	<u>\$ 56,250</u>
<u>Expenditures:</u>	
Capital Outlay -	56,250
Total Expenditures:	<u>\$ 56,250</u>

To budget for a transfer from the General Fund and appropriate to Capital Outlay to provide a portion of the funds needed for the roof repairs at Cypress Head golf course. Total estimated cost of repairs \$75,000, funded by GF (75%) \$56,250, funded by Golf Course Fund (25%) \$18,750.

FY2021 Loan Pool Fund (508)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Appropriated Fund Balance	18,750
Total Revenues:	<u>\$ 18,750</u>
<u>Expenditures:</u>	
Capital Outlay	18,750
Total Expenditures:	<u>\$ 18,750</u>

To budget to appropriate fund balance in the Loan Pool Fund (508) to provide a portion of the funds needed for the roof repairs at Cypress Golf course.

Total estimated cost of repairs \$75,000, funded by GF (75%) \$56,250, funded by Golf Course Fund (25%) \$18,750.

FY2021 Golf Course Fund (450)
Prepared: August 9, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Interfund Transfers - Revenue -	18,750
Total Revenues:	<u>\$ 18,750</u>

<u>Expenditures:</u>	
Capital Outlay -	18,750
Total Expenditures:	<u>\$ 18,750</u>

To budget for a Transfer from the Loan Pool Fund (508) in the amount of \$18,750 to cover 25% of the cost of roof repairs at Cypress Golf Course. Total Costs of repair is estimated at \$75,000 the remaining balance (\$56,250) is budgeted in Fund 317 funded with a transfer from the General Fund (001)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C11) Approval of revised Sabal Creek Traffic Enforcement Agreement (TEA)

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the revised Sabal Creek Traffic Enforcement Agreement and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City Council previously approved the execution of a Traffic Enforcement Agreement for Sabal Creek Homeowners Association, Inc.; however, the HOA was unable to execute the agreement as approved due to HOA's insurance not meeting the City's rating suggestions; their insurance is rated B++, and the City suggests an A rating. Under this agreement, the police will be performing their regular duties, in this case on private roads, so there is not expected to be significant additional exposure to liability. Therefore, at the recommendation of the Chief of Police and with the approval of the City Manager, due to the relatively low risk involved for the City performing this agreement with Sabal Creek's insurance rating, the City Attorney has revised the agreement to remove the insurance rating requirement. The term of the revised agreement has also been modified to reflect an initial period of five (5) years from the date of execution, with subsequent two (2) year renewal terms available.

Project No.: N/A

Funding Account No.: N/A

Presenter: William Proctor

ATTACHMENTS:

1.	Sabal Creek - Revised TEA	Traffic Enforcement Agreement - Executed-TEA2.pdf
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Beth Unruh
William Proctor
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 6/24/2021
Approved - 7/2/2021
Approved - 7/6/2021
Approved - 8/27/2021
Final Approval - 8/27/2021

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2021, by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "CITY", and SABAL CREEK HOMEOWNERS ASSOCIATION, INC. a Florida non profit corporation, whose address is 772 Hunt Club Trail, Port Orange, Florida 32127, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the CITY may exercise jurisdiction over any private road or roads located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, the CITY is empowered to enforce the State Uniform Traffic Control provisions in the City of Port Orange under Section 316.008(2), Florida Statutes; and

WHEREAS, the ASSOCIATION has elected, by a majority vote of its board of directors, to have state traffic laws enforced by the CITY on private roads that are controlled by the ASSOCIATION; and

WHEREAS, the CITY and the ASSOCIATION, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the private roads owned and controlled by the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the CITY and the ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the CITY will provide State Uniform Traffic Control enforcement over the private roads under the ownership and control of the ASSOCIATION, including all roads listed on Exhibit "A" attached.

SECTION 2. TERM. This Agreement shall become effective upon execution by both parties, and shall run for an initial term of five (5) years, and may be renewed thereafter for successive periods not to exceed two (2) years each upon mutual agreement of the CITY COUNCIL and the ASSOCIATION, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The CITY is authorized to enforce the State Uniform Traffic Control provisions over the private roads under the ownership and control of the ASSOCIATION as identified on the attached Exhibit "A" that is incorporated by reference into this Agreement.

SECTION 4. TRAFFIC SIGNAGE.

a. The ASSOCIATION shall acquire and install, at its sole cost, the street/traffic signage to be installed at the locations listed in Exhibit "B". The ASSOCIATION shall also provide for maintenance of the signage at its sole cost.

b. The CITY reserves the right to make any and all final decisions for all street/traffic signage installations such as, by way of example and not limitation, multi-way stop locations, stop locations, reduction or increase of speed limits. Requests for permission to install the above-referenced signage must be made in writing by the ASSOCIATION to the CITY and the following information must be included in the request:

1. the type of signage requested;
2. the requested location of the signage; and
3. the authorized signature of the person making the request on behalf of the ASSOCIATION.

c. It shall be the ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.

d. The ASSOCIATION shall provide to the CITY, upon request, the proposed design plans and specifications for all traffic signs to be installed and the CITY shall review the plans and specifications for conformance to the Manual for Uniform Traffic Control Devices and respond appropriately. The CITY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by the ASSOCIATION, the CITY's written approval must be obtained.

e. The ASSOCIATION shall comply with all CITY standards for signage installation. The CITY's Chief of Police shall be solely responsible for all signage determinations.

SECTION 5. TRAFFIC ENFORCEMENT.

a. The CITY may exercise its jurisdiction for municipal traffic control and enforcement on the private roads identified on the attached Exhibit "A". Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes, as may be amended.

b. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the ASSOCIATION. The CITY shall be solely responsible for the means and methods of enforcement of the

State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols and the use of radar or other methods of enforcement. The CITY in its sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Traffic Enforcement Agreement routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

SECTION 6. MAINTENANCE AND OPERATION. Upon the completion of the installation of the signage, if any, the ASSOCIATION shall maintain full responsibility for the maintenance and operation of the signage subject to the provisions of this Agreement. The CITY upon the ASSOCIATION'S written request shall provide for the signage. If the ASSOCIATION fails to maintain the signage required in this Traffic Enforcement Agreement and fails to authorize the CITY to provide said signage, then upon the CITY's notice to the ASSOCIATION, the CITY shall provide for the required signage, at the cost of the ASSOCIATION.

SECTION 7. LEVEL OF MAINTENANCE. The ASSOCIATION shall maintain the signage in accordance with all CITY policies. In this regard the ASSOCIATION shall record all maintenance activities relative to said street/traffic signage on a CITY approved log sheet and shall routinely furnish copies of said log to the Chief of Police.

SECTION 8. REPAIR, MODIFICATION AND REPLACEMENT. The ASSOCIATION shall not make any modifications (except for normal maintenance activities) to the signage or replace any of the signage without the CITY's prior written approval or in clear emergency situations in which case the CITY shall be immediately notified.

SECTION 9. LEVEL OF SERVICE. It is expressly understood and agreed by the parties hereto that the effect of the signage must be such that traffic will be properly handled. Necessary modifications or replacements may be made by the ASSOCIATION, after written approval by the CITY, to accommodate the changing needs of traffic.

SECTION 10. COMPENSATION.

a. The ASSOCIATION shall reimburse the CITY for all actual costs, if any, resulting to the CITY from the installation of the ASSOCIATION's traffic signage, emergency signage requirements, or other CITY costs related to the private roads based upon the City's rate for private detail law enforcement activities. Upon execution of this Traffic Enforcement Agreement the rate for labor relating to the installation of traffic signage shall commence at the rate of \$ 17.50, subject to revision based on average personnel cost per hour. Traffic enforcement shall be performed during routine patrol within the ASSOCIATION

and the CITY shall not charge for said routine patrol and traffic enforcement occurring during the routine patrol.

b. If private detail traffic enforcement services are requested in writing by the ASSOCIATION, the CITY shall have the right to charge the ASSOCIATION for all actual costs resulting to the CITY from the provision of private detail traffic enforcement services over the private roads. Upon execution of this Traffic Enforcement Agreement the rate for private detail traffic enforcement shall commence at the rate of \$48.00 per hour.

c. The actual cost for signage and signage services provided by the CITY and the actual cost for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive year of this Agreement to the actual costs contemplated by this Traffic Enforcement Agreement. If the actual costs are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

SECTION 11. PAYMENT AND BILLING.

a. The CITY shall render to the ASSOCIATION, at the close of each calendar month if services have been rendered, an itemized invoice describing the services rendered, the cost of the services, and other information required by this Agreement.

b. The costs of services of the CITY shall be invoiced to the ASSOCIATION. Payment by the ASSOCIATION shall be made to the CITY within thirty (30) days of receipt of the CITY's invoices. Bills paid later than thirty (30) days after receipt of the CITY's invoice shall be assessed a TEN DOLLAR (\$10.00) penalty, and the unpaid balance shall accrue interest at ONE PERCENT (1%) per month until said balance is paid. If any such fee, rate or charge is not paid as and when due and is in default for twenty-five (25) days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for twenty (20) days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action. In addition to any other remedies or penalties provided herein, failure to pay such charges promptly when due shall subject ASSOCIATION to discontinuance of further city services without notice.

SECTION 12. INDEMNIFICATION.

a. The ASSOCIATION shall, at all times hereafter, indemnify, hold harmless and defend the CITY, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and expenses, including attorneys fees and costs, arising out of, resulting from, or in any way connected

with any negligent and wrongful acts or omissions of the ASSOCIATION, its officers, agents, servants or employees in the performance of duties and obligations under this Traffic Enforcement Agreement, the services provided by the ASSOCIATION pursuant to this Agreement, the condition of the private roads including any signage, or the performance of operations under this Traffic Enforcement Agreement. This provision shall survive the termination or expiration of this Agreement.

b. For purposes of liability, the CITY is subject to sovereign immunity in accordance with state law. This Agreement shall not constitute a waiver of sovereign immunity by the CITY as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing its normal police services.

SECTION 13. INSURANCE.

a. GENERAL. The ASSOCIATION shall, at the ASSOCIATION's own cost, procure the insurance required under this section and maintain such insurance in effect during the term of this Agreement.

b. The ASSOCIATION shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurance company evidencing the insurance required by this section. The Association shall provide the CITY not less than thirty (30) days written notice prior to the cancellation, nonrenewal, amendment or restriction of coverage. The ASSOCIATION shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

c. In addition to providing the Certificate of Insurance, if required by the CITY, the ASSOCIATION shall, within thirty (30) days after receipt of the request, provide the CITY with a copy of each of the policies of insurance providing the coverage required by this section.

d. Neither approval by the CITY nor failure to disapprove the insurance furnished by the ASSOCIATION shall relieve the ASSOCIATION of the ASSOCIATION's full responsibility for liability, damages and accidents.

e. INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance

of the State of Florida to conduct business in the State of Florida.

(2) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, the ASSOCIATION shall, as soon as the ASSOCIATION has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ASSOCIATION has replaced the unacceptable insurance company with an insurance company acceptable to the CITY, the ASSOCIATION shall be deemed to be in default of this Agreement.

f. SPECIFICATIONS. Without limiting any of the other obligations or liability of the ASSOCIATION, the ASSOCIATION shall, at the ASSOCIATION's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the ASSOCIATION and the CITY and shall be maintained in force until the termination date of this Agreement. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Comprehensive General Liability.

Liability insurance, including coverage for premises/operations and personal injury coverage shall be obtained. This liability insurance shall include contractual liability insurance applicable to the ASSOCIATION'S obligations under this Agreement. The limits of liability shall be no less than \$1,000,000.00 for injury or death to any one person and no less than \$2,000,000.00 for injury or death to two or more persons as a result of any one occurrence and no less than \$100,000.00 for property damage to one or more persons as a result including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement. The City of Port Orange must be listed as an additional insured on the policy for activities as it relates to this Agreement. Proof of proper insurance must be provided upon request to the CITY within 48 hours of a request.

g. OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the ASSOCIATION, its officers, employees, servants or agents, of liability from any obligation under a section or any other portions of this Traffic Enforcement Agreement.

SECTION 14. TERMINATION. This Traffic Enforcement Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of

the CITY, immediately in the event any of the terms, covenants or agreements of this Agreement have been violated.

SECTION 15. ASSIGNMENT. No party to this Traffic Enforcement Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

SECTION 16. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Traffic Enforcement Agreement, the relationship of the ASSOCIATION to the CITY is that of independent contractor and not that of agent or employee. No statement contained in this Traffic Enforcement Agreement shall be construed so as to find the ASSOCIATION an agent or employee of the CITY, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 17. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Traffic Enforcement Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 18. ENTIRE AGREEMENT.

a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Traffic Enforcement Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Traffic Enforcement Agreement, except the annual actual cost adjustment set forth in Section 10(c) of this Traffic Enforcement Agreement, shall be valid only when expressed in writing and duly signed by the parties.

SECTION 19. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent by certified mail, return receipt requested, to:

FOR CITY:

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FOR ASSOCIATION:

Sabal Creek Homeowners Association, Inc.
Trent Emerson, President
772 Hunt Club Trail
Port Orange, FL 32127

and

James Morbitzer, Registered Agent
c/o Morbitzer Management
772 Hunt Club Trail
Port Orange, FL 32127

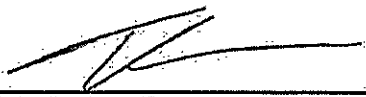
Either party may change, by written notice as provided herein, the address or person for receipt of notices.

SECTION 20. PUBLIC RECORDS LAW. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Traffic Enforcement Agreement and that said statute controls over the terms of this Traffic Enforcement Agreement.

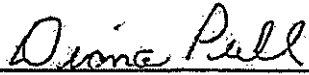
IN WITNESS WHEREOF, the parties have executed this Traffic Enforcement Agreement on the dates indicated below.

SABAL CREEK HOMEOWNERS
ASSOCIATION, INC
a Florida nonprofit Corporation

CITY OF PORT ORANGE, a
Florida municipal corporation

By: 
Trent Emerson, President

By: _____
Mayor Donald O. Burnette

Attest: 
Diana Puhl, Secretary

Attest: _____
Robin L. Fenwick, MMC
City Clerk

Date: 7-13-21

Date: _____

[CA7429]

Exhibit "A"

Private Roads

Location Map Attached as Exhibit "1"

PLAT: SABAL CREEK P.U.D., Phase I per Plat Book 44, Pages 167-170,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal View Drive
Sabal Point Circle
Sabal Creek Boulevard
Sabal Hammock Circle
Sabal Brook Way

PLAT: SABAL CREEK P.U.D., Phase II per Plat Book 45, Pages 7-8,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal Hammock Circle
Sabal Crossing Court

PLAT: SABAL CREEK P.U.D., Phase III per Plat Book 45, Pages 169-170,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal Creek Boulevard
Shallow Brook Court
Sabal Hammock Circle

EXHIBIT "A"

SABAL CREEK PUD



S. WILLIAMSON BLVD

ROSCOE TURNER TRL

PHASE III

PHASE II

SABAL CROSSING CT

SABAL HUMMOCK CIR

SABAL BROOKWAY

SHALLOW BROOK CT

SABAL CREEK BLVD

SABAL VIEW DR

PHASE I

SABAL POINT CIR

AIRPORT RD

GOLF VILLA DR

CYPRESS SPRINGS PARKWAY

MONTIGO BAY CT

ST THOMAS CT

WINTERFORD DR

SUMMER GREEN DR



PARIA CT

EXHIBIT "1"

EXHIBIT "B"

Inventory of Street Signs

Stop signs located on the following streets that intersect Sabal Creek Blvd.:

Sabal View Drive
Sabal Brook Way
Shallow Brook Court

Stop signs located on the following streets that intersect Sabal Hammock Circle:

Sabal Crossing Court
Sabal Brook Way

Stop sign located Sabal View Drive that intersects Sabal Point Circle.

Stop sign at intersection of Airport Road.

Speed Limit 25 MPH signs located on Sabal Creek Blvd. just inside gate, Sabal Brook Way, Sabal Hammock Circle just south of Sabal Brook Way and Sabal View Drive.

Curve Ahead sign on Sabal Hammock Circle south of Sabal Brook Way.

Curve Ahead signs (4) within Sabal Point Circle.

Keep Right sign at entrance south of gates.

Keep Right sign in median of Sabal Creek Blvd. north of gate.

Slow Children Playing sign just inside entrance gate.

Speed Strictly Enforced sign just inside entrance gate.

No Outlet sign located on Sabal Hammock Crossing just south of Sabal Brook Way.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (C12) Approval of Major Special Event Request – Lighthouse Loop Half Marathon & 5K

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Special Event request for the 10th Annual Lighthouse Loop Half Marathon and 5K, subject to the attached conditions.

SUMMARY: The applicant, Donald Stoner, Race Director for West Volusia Runners Club, is requesting a repeat special event for the 10th Annual Lighthouse Loop Half Marathon & 5K. The proposed hours of the event are from 5:00 a.m. until 12:00 p.m. on Saturday, October 23, 2021. The event is to raise money for ten (10) Volusia County High School athletic programs. The Lighthouse Loop Half Marathon race takes place in Port Orange, Daytona Beach Shores, unincorporated Volusia County and Ponce Inlet.

City staff from Planning, Police, and Public Works met with the applicant to review the race route and approval process for the proposed event. The applicant has received and provided staff the approvals from Daytona Beach Shores, Volusia County, and Ponce Inlet since portions of the Half Marathon will go through those jurisdictions. The applicant has also worked with the Port Orange Police Department to ensure the safety of the course and to provide a safe event for all involved.

Prior to the start of the half marathon race, a DJ will begin playing music at 6:30 a.m. and conclude at 7:10 a.m., after the runners leave the start line. The half marathon begins at 7:00 a.m. on the east side of the Dunlawton Avenue bridge, where runners will take Peninsula Drive to Demotte Avenue then head south on Cardinal Boulevard to Marcelle Avenue. Runners will then take Marcelle Avenue to A1A and turn south onto A1A. Running in the southbound lane, the runners follow A1A all the way to Lighthouse Point Park. Runners then return north on Peninsula Drive and Cardinal Boulevard to Demotte Avenue and back to Peninsula Drive before turning west onto Dunlawton Avenue heading west in the eastbound lane over the Dunlawton bridge. Runners would turn south onto Halifax Drive and finish in the parking lot located at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue.

The 5k course will begin at 8:00 a.m., on Halifax Drive, on the south side of Dunlawton Avenue near the parking lot at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive for approximately 1.5 miles to the turnaround point at Niver Street. They

will then head back north to the finish line located at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue.

After the completion of the races, there will be an awards ceremony held at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments, a live DJ, and sponsor exhibit tents. Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and La Cantina Cocina Mexicana, 4085 Ridgewood Avenue. Restrooms will be available inside Aunt Catfish's and Port-O-Lets provided by the applicant at the start and finish locations. Clean up for the race and ceremony will occur immediately after.

The proposed event has been reviewed by Police, Fire, Parks and Recreation, Public Works, Code Enforcement and Community Development staff. The event director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, cones, etc.) to assist the event with traffic control and safety issues. The applicant has a Special Detail Contract with the Police Department to ensure the event has sufficient officers and mobile units to assist with lane closures and traffic. The applicant will use barricades and cones from the Public Works Department. The Lighthouse Loop Half Marathon & 5K event has been approved for the past 9 years and is a repeat event in good standing. The event coordinator is aware that the previously required COVID-19 protocols for special events are not required but has chosen to have a social distancing and sanitization plan for racer safety.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Lighthouse Loop Half Marathon Course with FHP locations 2021	Lighthouse Loop Half Marathon Course with FHP locations 2021.pdf
2.	COVID Procedures - Lighthouse Loop	COVID Procedures - Lighthouse Loop.docx
3.	2021 Conditions- 10th Annual Lighthouse Loop	2021 Conditions- 10th Annual Lighthouse Loop.docx
4.	Outside Agency Approvals_Lighthouse Loop 2021	Outside Agency Approvals_Lighthouse Loop 2021.pdf

Penelope Cruz
Tim Burman
William Proctor
Ronny Buttrum
Wayne Clark
Robin Fenwick

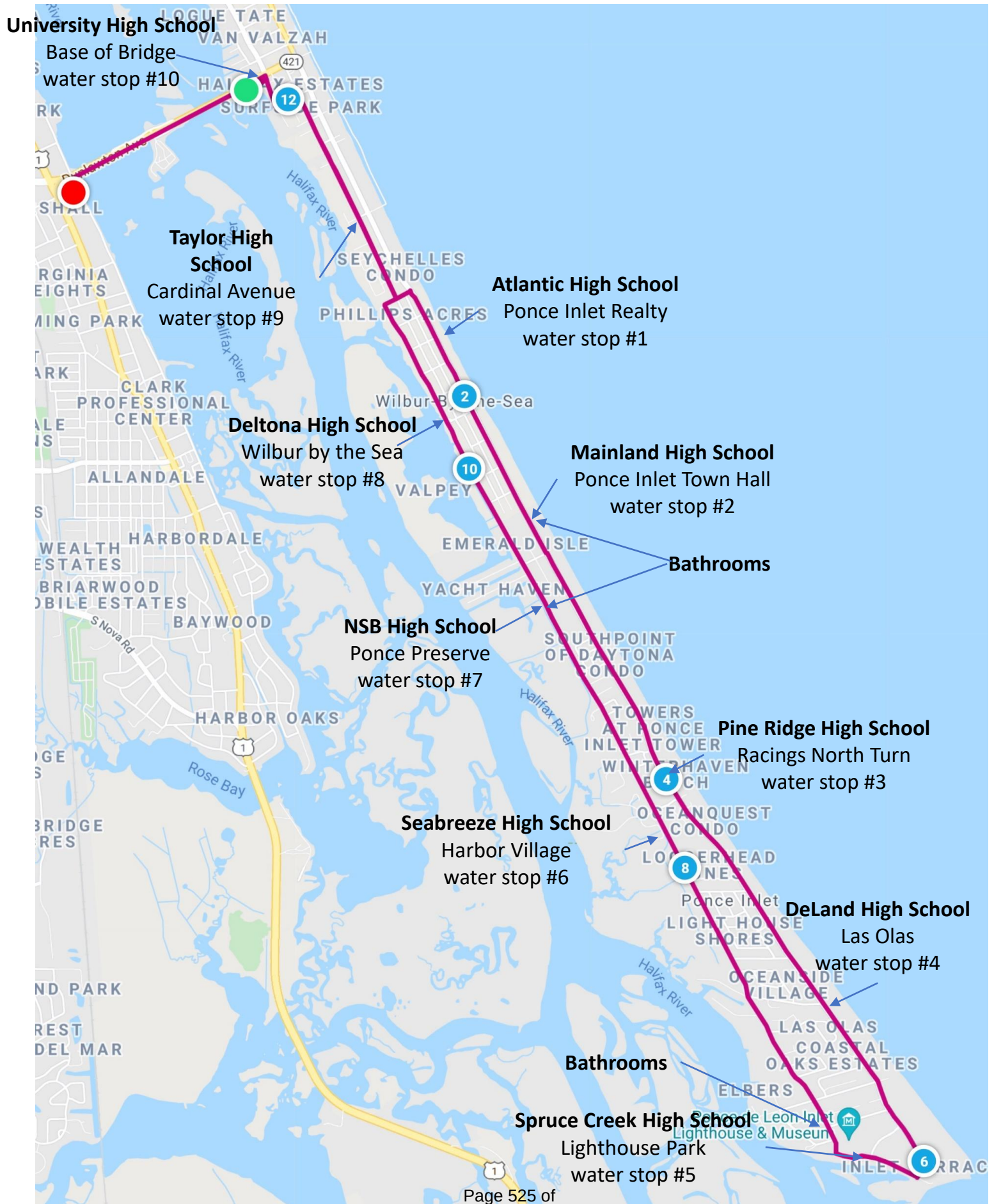
Created/Initiated - 8/17/2021
Approved - 8/20/2021
Approved - 8/20/2021
Approved - 8/20/2021
Approved - 8/27/2021
Final Approval - 8/27/2021

Lighthouse Loop Half Marathon

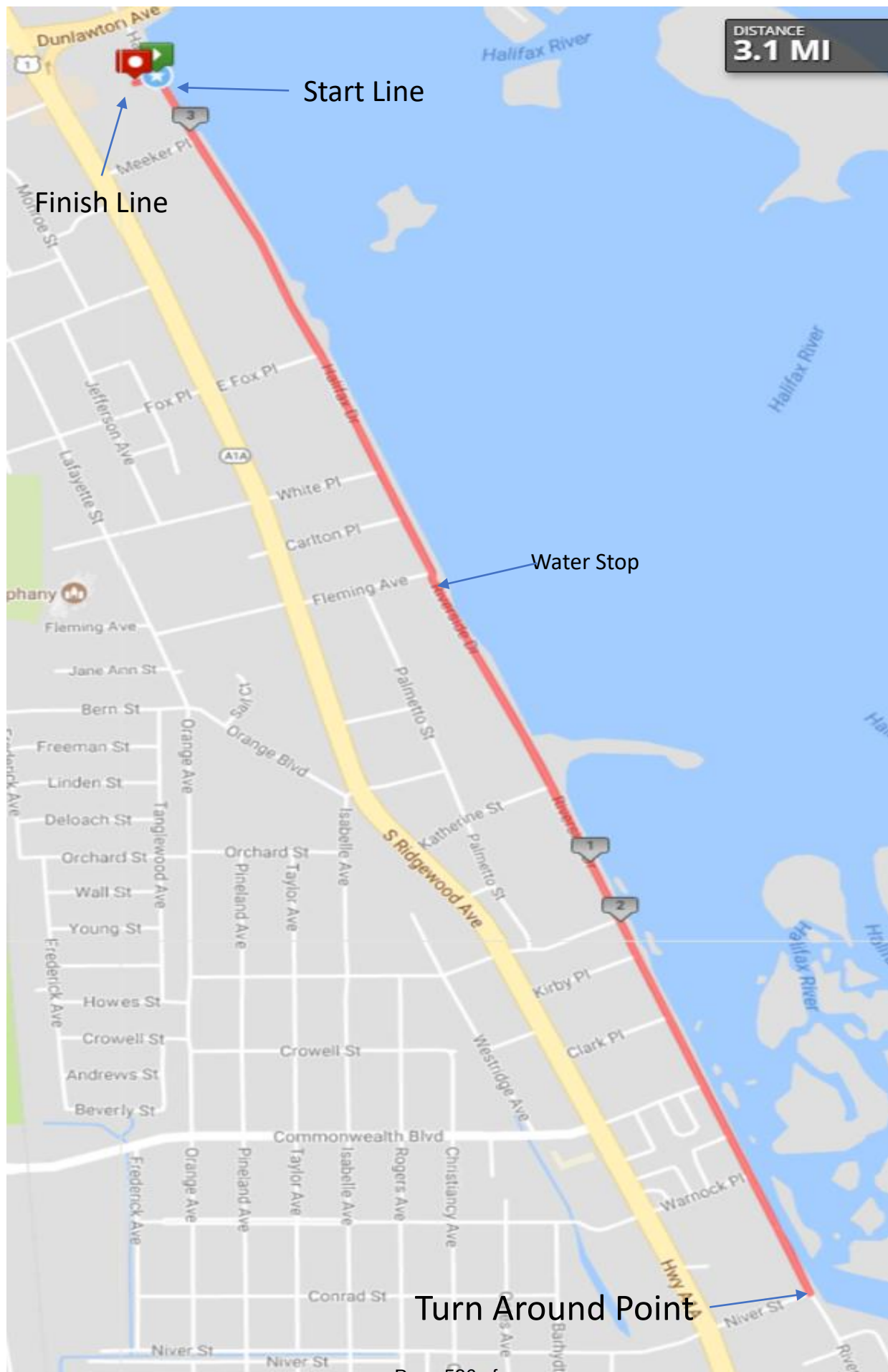
Course Description 2021

- The half marathon would start at 7:00am from the access road on the South East side of the Dunlawton Bridge, near the Deck Down Under Restaurant. Runners would head East on access road then turn South onto Peninsula Drive, East on Demotte Ave then South on Cardinal Blvd. They will follow Cardinal Blvd heading South in the Southbound lane to Marcelle Ave. They will turn East on Marcelle then South on to S. Atlantic Ave. They will head South on S. Atlantic Ave in the Southbound lane all the way down to Lighthouse Point Park. Runners would pass through Lighthouse Point Park and then return North, in the Northbound Lane, on Peninsula Drive and Cardinal Blvd to Dunlawton Ave. Runners would cross the Dunlawton Bridge heading West in the coned off and closed outside, Eastbound lane. Permitting for the lane closure of the Dunlawton Bridge is being coordinated with FDOT permit through the City of Port Orange. The closure would go from Cardinal Blvd to East to Halifax Drive. Runners would turn South onto Halifax Drive and the finish at the overflow parking lot for Aunt Catfish's. The Half Marathon runners have a 3 ½ hour time limit for completing the event. All runners will be over the bridge and off of Dunlawton Ave by 10:30am and all lanes of traffic could be reopened then. S. Halifax Drive would remain closed until the end of the event at approximately 11:00am.
- Port Orange will be handling the coning and closure of Dunlawton as well as submitting the FDOT permit for the closure.
- FHP will assist with the lane closure Cardinal Blvd., Peninsula, and S. Atlantic Ave through the County areas. FHP motors to lead the event. FHP locations are noted on the course maps.
- Ponce Inlet will be providing the lane closures through their area along S. Atlantic Ave, and Peninsula.
- The course will remain open for runners from 7:00am until 10:30am. After that the participants will either be picked up or moved to the sidewalks and all traffic lanes reopened.
- All course routes are the same as the last seven years.
- We will also arrange to have two VMBs placed along the course the week before the race to inform residents of the coming event. One VMB will be placed along the center island of Dunlawton Ave on the West side of the bridge, facing West, to warn East bound traffic of the lane closure for the event. The second VMB will be placed on S. Atlantic Ave, South of the Dunlawton Ave intersection, facing North, to warn Southbound traffic of the lane closure for the event.

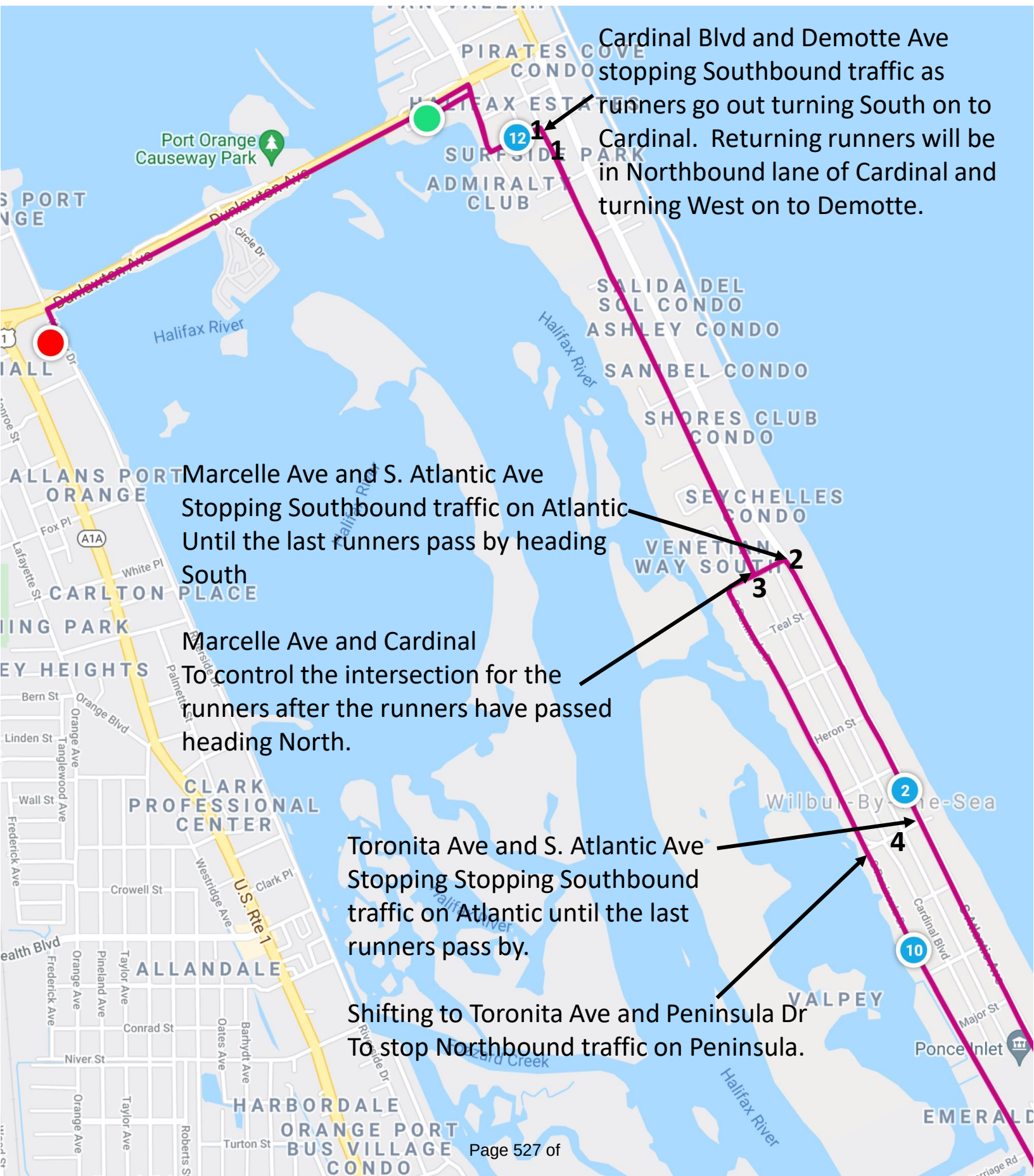
Lighthouse Loop Course



Lighthouse 5K Course



FHP Static Locations





Lighthouse Loop Half Marathon & 5K

COVID-19 Safety Procedures and Protocols

Runner's High Timing and Race Management will be implementing new procedures and protocols for the Lighthouse Loop events. These will be updated on a regular basis prior to the event to adjust to the guidelines from the CDC and federal, state and local requirements. The purpose of implementing these new procedures and protocols is to provide safe events that include proper sanitation, safe physical / social distancing and help our participants, community and staff maintain good health and prevent the spread of the coronavirus. We appreciate your support and adherence to these new procedures and protocols as we all adapt to changing environment.

The information below is subject to change and will be updated in accordance with CDC guidelines for events.

Current procedures date 8/9/2021

GENERAL POLICIES

- All participants and spectators are required to wear a mask whether or not they have been fully vaccinated pre and post event. Wearing of the mask while running is not required. Participants should carry their mask with them and put it on post-race. Staff or volunteers will be walking around the start / finish area with masks available for those that do not have them.
- Social distancing should always be maintained during the event. Participants will be encouraged to stay at least 6 feet away from other participants.
- Staff and volunteers will be required to wear masks during the event.
- Portable restroom lines will be managed to minimize gathering in proximity. Door handles will be sanitized regularly.
- Hand wash and sanitizing stations will be easily accessible and spread throughout the event area.
- The staff reserves the right to ask anyone to leave the event that is not adhering to these COVID policies.
- Medical staff will be available on site for any health questions or issues.
- Anyone exhibiting symptoms will be quarantined by medical staff and asked to leave the event.



HYDRATION AND REFRESHMENTS

- Participants are encouraged to bring their own water bottle or hydration device.
- Water at the start / finish area will be provided in single serve paper cups distributed by staff or volunteers wearing PPE.
- Post-race refreshments will consist primarily of pre-packaged products such as nutrition bars; fruits may include bananas and/or oranges. Refreshments will be handed out by staff or volunteers wearing PPE with masks and gloves. Any open foods will be kept behind the counter, only accessible to staff or volunteers, and passed directly to participants.
- All staff, volunteers, sponsors and vendors that have not been fully vaccinated will wear masks, and anyone handling food or drinks will wear gloves.

SIGNAGE

- Advance communication and extensive signage will be used to support safe and proper physical and social distancing. This signage will be placed around the event area.

PHYSICAL DISTANCING / EVENT CAPACITIES

- Physical distancing will be maximized in runner-only areas, including but not limited to packet pick-up, portable restroom lines, race start, aid stations, finish and post-race food and activity. 6 foot social distancing standards will be followed.
- Runner's High will limit participant capacities for each event. Capacity information is indicated on each event web page and subject to change based on local guidelines.

START LINE

- Runner's High will implement a rolling start for this event and space runners out following social distancing guidelines in the start line area. Once the event starts the start line will be open for 10 minutes allowing physical distancing along running courses.

FINISH LINE

- Finish line will be physically separate from the start line to allow for wave starts and encourage social distancing.
- The medical tent will be placed near to the finish line and medical staff will be available for any participants needing assistance.



EDUCATION

-Participants will be educated about what to expect and their responsibilities to prepare for a safe event and given the opportunity to ask questions and provide feedback.

- Participants must review and agree to follow the COVID policies prior to participating in the event.

-Volunteers will be educated about what to expect and their responsibilities and will be required to review and agree to follow the COVID policies prior to supporting the event.

POC

Donald Stoner

Runner's High Timing and

Race Management LLC

407-314-8583

don@runnershighracing.com

RECOMMENDATION:

Staff recommends approval of the 2021 10th Annual Lighthouse Loop Half Marathon and 5 K subject to the following conditions:

1. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. Hours of the event shall be from 5:00 a.m. until 12:00 pm.
5. Access shall be maintained for all emergency vehicles.
6. All public restroom facilities must remain open to the public.
7. A \$250 surety bond is required as outlined in chapter 58, Article III, of the City of Port Orange Code of Ordinances.
8. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
9. Event organizers are required to delineate the event area from vehicular driving and parking area with cones, ropes and/or barricades where necessary.
10. All trash generated for the duration of the event must be picked up and disposed of at the end of the event along with any debris at the event sites.
11. No off-site signs, signs in the right-of-way, pennants, feather flags, inflatables, balloons, or any signs prohibited in the Port Orange Land Development Code Ch. 15, Sec. 3(b).
12. A temporary sign permit shall be required for event signage. Please contact Planning at 386-506-5601 for information regarding sign permits.
13. Compliance with the City's noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations) is required.
14. A post-event inspection will be completed the first scheduled workday after the event to ensure all trash and debris generated in the parking lot where the event is taking place was removed.

Approval from Daytona Beach Shores

From: Fowler, Michael <MFowler@cityofdb.org>
Sent: Friday, July 23, 2021 8:38 AM
To: don@runnershighracing.com; Schwab, Cheri <cschwab@cityofdb.org>; Frank, Bill <bfrank@cityofdb.org>
Cc: Dembinsky, Stephan <SDembinsky@cityofdb.org>
Subject: RE: Coordination for Lighthouse Loop Half Marathon for 2021

Don –

Thank you for the follow up. Because you have adjusted to a pass through only in the Shores, we are fine with it. We hope you have a successful event.

Captain Michael Fowler, M.P.A.
Daytona Beach Shores Department of Public Safety
3050 South Atlantic Avenue
Daytona Beach Shores, FL 32118
Office: 386-763-7586 FBINA 239



Approval from Ponce Inlet

From: Jackie French <jfrench@ponce-inlet.org>
Sent: Friday, August 20, 2021 8:51 AM
To: 'Cameron, Suzette' <scameron@port-orange.org>
Cc: 'don@runnershighracing.com' <don@runnershighracing.com>
Subject: RE: [EXT] Lighthouse Loop special event

Good morning Suzette,

Last night at our Town Council meeting, Council approved the co-sponsorship request for the Lighthouse Loop for 2021. The permit only has one condition of having 2 additional Florida Highway Patrol officers to assist with coverage in Ponce Inlet along with their coverage in the Shores. FHP has contacted Mr. Stoner and stated they believe they can fulfill that request.

We will issue the permit early October. Please let me know if you have any questions.

Thank you,
Jackie French
Cultural Services Manager
Town of Ponce Inlet
[4300 South Atlantic Avenue](https://www.ponceinlet.org/4300SouthAtlanticAvenue)
[Ponce Inlet, FL 32127](https://www.ponceinlet.org/PonceInletFL32127)
Phone: 386-322-6703
jfrench@ponce-inlet.org

Ponce Inlet Historical Museum
[143 Beach Street](https://www.ponceinlet.org/143BeachStreet)

The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.

* * *

PLEASE NOTE: Please do not send any personal e-mail to this address. Florida has very broad public records laws. Most written communication to or from Town of Ponce Inlet officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Road Closure: **2021-F-591-00006**

Status: **Approved**

Substatus: **Approved**

Project Name: **Lighthouse Loop 5K Marathon**

Application Manage Permit

1

2

3

4

Applicant Information

^ Governmental Entity

Approving Local Government:

PORT ORANGE POLICE DEPT.

Contact Person First Name:

Jesse

Contact Person Last Name:

Pierson

Address Line 1: *

4545 Clyde Morris Blvd

Address Line 2:

City: *

Port Orange

State: *

Florida



Zip Code: *

32129

Telephone: *

(386) 506-5838 e:

Email:

jpierson@port-orange.org

Organization Requesting Special Event

Organization Name:

*

West Volusia Runners Inc.

Contact Person First
Name: *

Donald

Contact Person Last
Name: *

Stoner

Address Line 1: *

PO BOX 390254

Address Line 2:

City: *

Deland

State: *

Florida



Zip Code: *

32739

Telephone: *

(407) 314-8583 e:

Email: *

don@runnershighracing.com

Next >

Withdraw

One-Stop Permitting (OSP)

Report technical problems to the Service Desk at 1-866-955-4357

For questions regarding your permit, please contact the appropriate office located on the Permit Office
Locations page.

Web Policies and Notices - Accessibility Statement



County of Volusia
Public Works Department
Coastal Division
515 South Atlantic Avenue
Daytona Beach, FL 32118
(386) 248-8072 • Fax (386) 248-8075
www.volusia.org

SPECIAL EVENT APPLICATION

DATE: _____ **PERMIT #** _____

EVENT TITLE: Lighthouse Loop Half Marathon and 5K

PARK FACILITY: Lighthouse Point Park

EVENT DATE(s): Saturday, October 23rd, 2021

DESCRIBE ALL ACTIVITIES PLANNED:

This is the 10th Annual Lighthouse Loop Half Marathon and 5K. We would like to be able to have our runners pass through Lighthouse Point Park between 7:00am and 9:30am as they come down Atlantic Ave. Enter through the main gate and exit the park through the West gate. We ask that the gates be opened at 6:30am to allow volunteers to set up a water stop in the park.

LIST ALL EQUIPMENT THAT WILL BE USED FOR THE EVENT:

We will place a water stop inside the park that would consist of two folding tables, water coolers, garbage cans and use cups to supply the runners. Our volunteers will clean up the area after the runners pass through.

PAVILION (#)'S _____

LINEAR FEET REQUIRED FOR EVENT: _____

SET UP DATE(S): Saturday, October 23rd, 2021

BREAK DOWN DATE(S): Saturday, October 23rd, 2021

EVENT TIME(S):	FROM <u>6:30am</u>	TO <u>7:00am</u>	-SET UP
	FROM <u>7:00am</u>	TO <u>9:00am</u>	-EVENT
	FROM <u>9:00am</u>	TO <u>9:30am</u>	-BREAK DOWN

EVENT SPONSOR: West Volusia Runners, Inc.

ADDRESS: P.O. Box 390254 **CITY:** Deltona

STATE: FL **ZIP:** 32739 **PHONE:** 407-314-8583 **FAX:** _____

CONTACT PERSON: Donald Stoner **E-Mail:** don@runnershighracing.com

WEB URL: www.lighthouseloop.com

ESTIMATED DAILY ATTENDANCE: _____ **WILL FEES BE CHARGED:** Y N

IF YES, EXPLAIN: _____

PERMITTEE SHALL KEEP A COPY OF THIS PERMIT ON SITE at ALL TIME

Please provide a site plan and drawing of your event that includes:

- Event Area
- Vehicle access and equipment staging
- Structures, booths, bleachers, tents
- If placement of structure requires digging or placement of posts, please indicate where and how many.
- Sanitary facilities (trash, comfort stations)
- Parking
- Special features (TV, radio coverage, first aid stations, etc.)

GENERAL CONDITIONS

- This application must be completed, signed and returned to the Coastal Division, 515 S. Atlantic Ave., Daytona Beach, FL 32118, at least 45 days prior to the event.
- There shall be no sale or distribution of products or other material without the prior written approval of the Coastal Division.
- An approved Special Event Application is required for all groups and must be in the possession of the applicant at the event.
- Hold harmless agreements may be required of all event participants and staff. Copies are attached.

INSURANCE

Permittee shall carry, at a minimum, a \$1,000,000 comprehensive general liability insurance policy (or special event policy), and the County of Volusia shall be an additional insured under the policy. Such insurance must be primary and non-contributory with any valid and collectible insurance available to the insured. Permittee shall provide a Certificate of Insurance naming Volusia County as the certificate holder and additional insured under the comprehensive general liability policy in the format below:

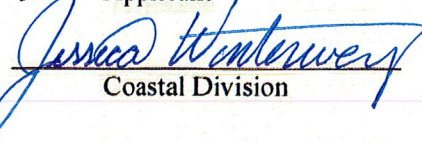
County of Volusia
123 W. Indian Avenue
DeLand, Florida 32720

The applicant must provide at their expense the following services as determined necessary by the Coastal Division.

1. Lifeguard, law enforcement or traffic control personnel
 2. First Aid
 3. Sanitation facilities to accommodate crowd
 4. Other items such as trash cans, barricades etc.
- Groups shall leave areas in clean and orderly condition, satisfactory to the Coastal Division, including, but not limited to, trash removal and returning the beach to grade.
 - The applicant, in exercising the privileges granted by this permit, shall comply with all laws and all park and facility rules.
 - This permit is a revocable permit and may be revoked at the discretion of the Coastal Division upon 24 hours notice or without notice, if the safety and health of the public is threatened, notwithstanding any other terms or conditions of the permit to the contrary.

The permittee hereby agrees to indemnify, defend, and save and hold harmless the County of Volusia, its agents and employees, from and against any and all claims, damages, suits at law or equity of whatever kind of nature for damages to or loss of property or injury or death to persons, resulting directly or indirectly from, or otherwise attributable to, the applicant or its employees in connection with the special event authorized by this permit.


Applicant


Coastal Division

West Volusia Runners, Inc.

Company

Date

8/16/2021

Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: No

SUBJECT: (F14) Planning Commission Appointments (x3)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to appoint three (3) members to the Planning Commission with terms ending September 1, 2023.

SUMMARY: There are three terms on the Planning Commission expiring in September 2021. The City Clerk's Office has confirmed with each of the three current members serving that they do wish to continue serving the City in this capacity. Those members are:

John Junco
Maria Mills-Benat
Newton White

David Bagley has also submitted an application to serve on the Planning Commission. His and the current members' applications are included in the agenda packet for Council's consideration.

Project No.: N/A

Funding Account No.: N/A

Presenter: Robin Fenwick

ATTACHMENTS:

1.	Bagley, David	Bagley, David.pdf
2.	Junco, John	Junco, John.pdf
3.	Mills-Benat, Maria	Mills-Benat, Maria.pdf
4.	White, Newton 2021	White, Newton 2021.pdf

Robin Fenwick
Wayne Clark
Robin Fenwick

Created/Initiated - 7/30/2021
Approved - 8/27/2021
Final Approval - 8/27/2021

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, July 26, 2021 11:26:36 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Charter Review Board, Parks and Recreation Board, Planning Commission*
Pension Boards*	Police
Order of Preference	Planning Commission Police Pension Parks and Recreation Board

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	David
Last Name	Bagley
Date of Birth	8/3/1990
Telephone	9195996349
Email Address	dmbagley12@gmail.com
Business Telephone	Field not completed.
Are you a registered voter in Port Orange?	Yes

Address	3859 Sunset Cove Dr. Port Orange, FL 32129
City Council District	2
How long have you been a resident of Port Orange?	1mo
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Laura Perkins - Board of Regent (NV) 702-460-2207
Reference 2	Paul Hodes - Former Congressman (NH) 603-496-2693
Reference 3	Ozzie Fumo - Former State Assemblyman (NV) 702-683-4806
Education	
High School	Northern High School
Date Graduated High School	9/1/2008
College	Glasgow University (MSc.) & Drexel University (BS, BA, CERT)
Date Graduated College	12/15/2015
Degree	Masters of Medical Science in Human Nutrition; Bachelor of Sciences in Biology; Bachelor of Arts in Sociology; Certificate of Social Responsibility in Business
Additional Information	
Work Experience	Senior Corporate Strategist - 09/20 - Present Small Business Owner - 06/16 - Present Director of Education - 08/15 - 11/16
Interests / Activities	Reading, Board Games, Painting, Coaching, Basketball, Cycling,

Community Involvement

Why do you desire to serve on these boards?

Resume / Additional Information

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign David Bagley

Date

7/26/2021

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Reappt'd
9/22/15
RF

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☒ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John A Junco Date of Birth 11/22/62

Address 641 Devon St. Port Orange FL. 32127

Home Telephone 386 299-4951

E-Mail Address JOJO DAYTONA @ AOL. Com

Business Telephone (386) 767-0871

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 4

How long have you been a resident of Port Orange? 20 years

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board? SHIP Board, Districting Commission, City Manager Selection Committee, Construction Regulation Board, Planning Commission.

2. REFERENCES – Please list three references (business and/or personal)

Ken Parker Port Orange (386) 756-0822
Name, address, and telephone number

Mayor Allen Green Port Orange (386) 295-0682
Name, address, and telephone number

Frank Bruno Ponce Inlet (386) 341-2021
Name, address, and telephone number

3. EDUCATION

High School Connetquot HS Date Graduated 1980

College Embry Riddle Date Graduated 1992 Degree BA Air Science

4. WORK EXPERIENCE

23 yrs as a General Contractor

5. INTERESTS/ACTIVITIES

Serve on the Boy Scout Eagle Review Board for the Eagle rank in Boy Scouts. Won Unit Commissioner of The year in 2012

6. COMMUNITY INVOLVEMENT

Currently serving on The Board of Directors for "Port Orange Family Days" Have currently served 5 yrs.

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

This is my City, My past service to The city reflects my volunteerism and passion to continue to see our City to continue to grow in a positive direction.

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature John W. Gura

Date 9/3/15

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John A. Junco
641 Devon St.
PORT ORANGE FLORIDA, 32127
(386) 767-0871 cell (386)-299-4951
www.newhorizonconstruction.com

SUMMARY

A Licensed General Contractor in Florida for 23 years. Doing construction in central Florida and inspections for all major insurance companies in the surrounding area. Familiar with all phases of construction from site planning, supervising & drawing, thru all levels of residential & Commercial construction. A thorough knowledge of Florida Building Code, Standard Residential & Commercial Building Code,

EXPERIENCE

1993 - present

President Of New Horizon Construction Inc.

- Certified General Contractor
- General Contractor & Builder in Volusia & Flagler County for 23 years.
- Building, renovating & Rehab work for the City of Daytona Beach & City of Port Orange
- Performing bids and permit and contracts. Scheduling & supervises trades, construction deliveries and inspections on all construction jobs.
- Completing all construction drawings for awarded jobs.
- Maintaining payroll and all required administrated duties.
- Conducting home inspections for over 20 insurance agencies in the Volusia and Flagler counties.
- Worked with the City of Daytona Beach and Bunnell building Ship homes.

1988-1992

Attended Embry Riddle Aeronautical University

1981-1987

Veteran United States Navy training aircrew and S.E.R.E (survival school) Honorable Discharge.

FORMAL EDUCATION

- BA degree in Aeronautical Science from Embry Riddle University
- Suffolk County Community College
- Navy Training in Aviation Electronics and Flight

PROFESSIONAL MEMBERSHIPS / CERTIFICATIONS/ LICENSES

- Currently serves as a commissioner for the City Planning board for Port Orange
- Served the City Manager Selection Committee for Port Orange
- Unit Commissioner for the Boy Scouts of America and served on the District counsel. Awarded Unit Commissioner of the year 2012
- Serves on County Let's move Volusia Youth program.
- Was a member of FBHA and VHBA for 13 years
- Sat on the Construction Regulation Board for the City of Port Orange (Vice Chair).
- Sat on the committee for the S.H.I.P. program for the City of Port Orange.
- General Contractor in Volusia County, Flagler County and City of Daytona Beach, Central Florida
- Hosted Hurricane Survival for the Homeowner aired on Brighthouse channel 199 (POG TV) & WCEU PBS Station (series Show)
- Currently Serving on the board of Directors for Port Orange Family Days 5 years.
- Currently serving on the Boy Scouts of America Eagle Review Board for the Eagle rank in Boy Scouts.

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Friday, January 06, 2012 7:44 PM
To: Fenwick, Robin
Subject: Volunteer Application - Maria Mills-Benat



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Maria Mills-Benat on 01/06/2012

Personal Information

Name: Maria Mills-Benat
Date of Birth: 03/02/1971
Telephone: 386-366-1882
E-mail: agourmetaffaircatering@gmail.com
Business Telephone: 386-366-1882
Address: 1710 Bordeaux Ct. Port Orange, FL 32128
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 30+ years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Debbie Connors 3431 Ridgewood Avenue Port Orange, FL 32129 (386) 761-1601
Reference 2: Robin Monzingo 1737 N. Clyde Morris Blvd., Suite 140 Daytona Beach, FL 32117 386-274-3274 Ext. 5851
Reference 3: Amy Workoski 212-8769

Education

High School: Spruce Creek High School

Date Graduated High School: 06/18/1989
College: Flagler & DBCC
Date Graduated College: 06/01/1993
Degree: Early Childhood Learning

Work Experience

Teacher, Business Owner of a retail storefront in PO (now closed) Catering.

Interests/Activities

I like long walks on the beach at sun rise.. Spending time with friends and family, Going to Disney, Community events such as Family Days, parks & Rec sports etc. going to the beach, computer time. Social time.

Community Involvement

9 years on the Port Orange Family Days Community Trust Committee, and 3 years on the Board of Directors. 2011 Graduate of the PO/SD Leadership program Chairperson for Port Orange Relay For Life. PTA Board at Cypress Creek Elem. Ambassador for Port Orange Hospice Volunteer at CCE Committee for Autism Speaks of Port Orange Various volunteer work throughout Port Orange and Daytona Beach

Why do you desire to serve on these boards?

I wish to get a better grasp on community activities and planning. I want to help shape the future of Port Orange for my children, and the community as a whole. I have a servant heart and love volunteering. I am a hard worker and want to be more involved. This community is my home. I've never left, and never will.

Resume/Additional Information

I am a business owner, wife and Mother of 3. I serve boards and organizations with 100% support of my family, and enjoy every minute of it, usually dragging them along :) Thank you for your consideration.

Selected Boards/Commissions

Environmental Advisory Board
Civil Service Board
Town Center Community Redevelopment Agency
Parks and Recreation Board
Planning Commission
General Employees Pension Board
Police Pension Board
Fire Pension Board

Order of Preference

Planning Commission Environmental Parks and Rec Town Center Civil Service Pension

Signature:

Maria Mills-Benat

Date:

01/06/2012

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, January 22, 2021 7:24:15 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Districting Commission*
--	-------------------------

Pension Boards*	Field not completed.
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Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Newton
------------	--------

Last Name	White
-----------	-------

Date of Birth	10/20/1964
---------------	------------

Telephone	386-299-1685
-----------	--------------

Email Address	newton@newtonwhite.org
---------------	------------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	510 Renner Road
---------	-----------------

City Council District

4

How long have you
been a resident of Port
Orange?

about 50 years

Are you currently
serving on a City
Board?

Yes

If yes, when and which
board?

Planning Commission

References

Please list three references (business and / or personal)

Reference 1

Debbie Callahan
Ryanwood, Port Orange
386-299-5281

Reference 2

Arlene Fiore
Ashton Lakes, Port Orange
(386) 334-4842

Reference 3

Marta Pascale
Oakland Park, Port Orange
(386) 562-0590**Education**

High School

Warner Christian Academy

Date Graduated High
School

1/1/1982

College

Daytona State

Date Graduated
College*Field not completed.*

Degree

*Field not completed.***Additional Information**

Work Experience

32 year career with Publix Supermarkets, before and in addition
to that I have worked in manufacturing, food services, automotive
mechanical, building and property restoration and maintenance.
Currently I am a Broker Associate Realtor

Interests / Activities	Photography, custom cars, Florida outdoors
Community Involvement	Port Orange Park Partner, Seemor Dog Park, planning commissioner, previously Environmental Advisory Board, Charter Review, City Manager Selection, volunteer with various charities, and service at my professional association, recipient 2020 Community Service Award form the Daytona Association of Realtors
Why do you desire to serve on these boards?	I feel it is important how our communities are represented on our city council
Resume / Additional Information	<i>Field not completed.</i>
<i>I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.</i>	
Type your name to sign	Newton D. White
Date	1/22/2021

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: No

SUBJECT: (G15) Second Reading - Ordinance No. 2021-19 - Code of Ordinance Amendment/Chapters 18 and 58 - Sidewalk Sales and Special Events

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-19, amending Chapter 18, Article IV and Chapter 58, Article III, of the Code of Ordinances.

SUMMARY: The proposed text amendments to the Code of Ordinances are to clarify the requirements for sidewalk sale events and Special Events, modify the criteria for a Major Special Event, establish a 100-day limit on the number of days in a calendar year that a property larger than 14-acres can have special events, add requirements to permit neighborhood block parties on local streets within a subdivision as a Minor Special Event. The proposed amendments include:

Amendment #1: Clarifies what a sidewalk sale event is and the proximity of the display items associated with a sidewalk sale to the business holding the sidewalk sale. There are no changes to the current requirements on the maximum number of days for a sidewalk sale, the number of sidewalk sales a business can have per calendar year, or the permitting process for a sidewalk sale as part of the proposed amendment. The proposed amendment also removes a reference to a code section removed from the Code of Ordinances as part of a prior amendment.

Amendment #2: Removes outdoor amplified music beyond 7:00 P.M. as a criterion to determine if a special event is a Minor or Major Special Event. Currently, all special events must comply with the City noise ordinance which regulates sound level between the special event and an adjacent residential or non-residential area, regardless of when amplified music is played. The proposed amendment is intended to make the process of applying for a special event more efficient and cost effective for non-residential users wanting to hold a special event on their property with amplified music beyond 7 P.M., while still ensuring compliance with the sound level limit in the Code of Ordinances. The proposed amendment does not change the requirement for special events held during race weeks or bike weeks or exceed 7 consecutive days from having to go before the City Council for approval.

Amendment #3: Establishes a 100-day limit per calendar year for special events on a parcel that is equal to or greater than fourteen (14) acres in size. The 40-day limit is

typically not an issue for most non-residential properties. However, for some larger properties that can hold special events in addition to their normal business operations (e.g. Walmart, Target, Lowes, Home Depot, Pavilion at Port Orange, etc.) the 40-day limit restricts the number of special events and/or the duration of the special events that can be hosted. For example, a Christmas tree sale event at Lowes and Home Depot typically lasts 35 days and under the current 40-day limit these businesses would only have 5 days for other special events throughout the calendar year. The proposed amendment does not change the 40-day limit for properties less than fourteen (14) acres.

Amendment #4: Adds requirements and establishes the review process to allow a subdivision or neighborhood group to hold a block party within a local street. Over the last year and half, staff have received requests from representatives of Homeowners Associations (HOA) and/or neighborhood groups requesting to hold a block party on a local street in their subdivision. According to those that have inquired, the intent of the block party is to meet other neighbors, build friendships, and develop a sense of belonging and security among residents. Currently, the Code of Ordinances classifies these events as a Major Special Event because the event requires the closure of a local road. Therefore, for a Homeowners Associations (HOA) or neighborhood group to request approval for a block party, a \$300 application fee and a \$250 surety bond is to be provided, the application must be submitted at least 45 days prior to the date of the block party, and the request has to be placed on a City Council agenda for approval. The concerns from the groups inquiring about holding a block party are: 1) the cost associated; and 2) the length of time required to submit their request to the City prior to holding the block party.

Staff reviewed ordinances from other cities in Florida as to how they permit block parties and determined that most have a review process similar to the City's current Minor Special Event review process. The City's Minor Special Event review process requires City staff (Fire, Police, Public Works, Community Development, and Code Enforcement) to review a request for compliance with all City regulations and a Minor Special Event only requires a \$100 application fee, a 7-day review period, and approval is at the staff level. The proposed amendment is to allow block parties to be permitted through the Minor Special Event review process to reduce cost and the application review time, along with the addition of requirements specific for a block party to mitigate impacts on adjacent areas. The proposed requirements for a block party have been reviewed by City staff (Police, Fire, Risk Management, and Legal).

Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Ord 2021-19 Sidewalk Sales	Ord 2021-19 Sidewalk Sales.pdf
2.	Staff Report - 2021 CoO amendment - Special Events	Staff Report - 2021 CoO amendment - Special Events .pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/17/2021
Final Approval - 8/17/2021

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 18, ARTICLE IV, CLARIFYING WHAT IS A SIDEWALK SALES EVENT AND PROXIMITY REQUIREMENTS TO BUSINESS; AND CHAPTER 58, ARTICLE III, MODIFYING CRITERIA FOR MAJOR SPECIAL EVENTS AND ADDING REQUIREMENTS TO PERMIT NEIGHBORHOOD BLOCK PARTIES AS MINOR SPECIAL EVENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the City Council's intent to clarify what is a sidewalk sales event and establish proximity requirements to the business; and

WHEREAS, it is the City Council's intent to modify the criteria for major special events and add requirements to permit neighborhood block parties as minor special events; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 18, Article IV of the Code of Ordinances, City of Port Orange, to read as follows:

Chapter 18 – BUSINESSES
ARTICLE IV. - SIDEWALK, GARAGE, YARD SALES

[No changes to Sec. 18-76. Garage and yard sales.]

Sec. 18-77. - Sidewalk ~~and outdoor~~ sales.

Sidewalk sales ~~and other outdoor sales~~ events may be conducted in any nonresidential zoning district subject to the following regulations:

- (1) No more than four ~~outdoor sidewalk~~ sales events shall be permitted for any one business in any calendar year. Sales events shall not exceed seven consecutive days.
- (2) ~~Except as provided in subsection (3) of this section, s~~Sales shall be located on the sidewalk directly in front of the business establishment or retail store conducting the sale. Sales shall not impede pedestrian traffic or create a public safety hazard as determined by the ~~city manager~~Administrative Official or their designee.
- ~~(3) Requests for use of parking areas or vacant commercial parcels for sales events may be permitted by the city council. Such requests shall include site plans specifying the limits of the sales area, pedestrian access, traffic patterns, location of merchandise, barricades, special signage, and other requirements necessary to maintain through traffic patterns and public safety in and around the sales area.~~
- (4) Displays by any business establishment or retail store of seasonal or holiday items, such as Christmas trees and Halloween pumpkins, or items which may not easily be displayed indoors shall be exempt from this section, provided that such displays do not impede pedestrian traffic and the display area is located ~~on the sidewalk outside parking and traffic areas in front of adjacent to~~ the business ~~establishment or retail store~~ selling such items. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, fireworks, and other merchandise associated with spring and summer.
- (5) Bake sales, cookie sales, car washes, charitable solicitation, temporary drop-off boxes used for four weeks or less, and other such sales and fundraising events conducted by or on behalf of a charitable organization ~~as defined in section 18-171~~ shall be exempt from subsection (1) of this section, provided that such sales or fundraising events do not impede pedestrian traffic or create a public safety hazard as determined by the ~~city manager~~Administrative Official or their designee. However, such sales and fundraising events shall comply with all other applicable requirements of this section ~~and article VI of chapter 18.~~
- (6) No ~~outdoor sidewalk~~ sales event shall be conducted unless a permit has been obtained from the ~~City of Port Orange community development director or the director's designee.~~ Site plans ~~or scaled drawing~~ specifying the limits of the sales area, pedestrian access, traffic patterns, location of merchandise, barricades, special signage and other requirements necessary to maintain public safety shall be submitted with each permit application and reviewed by the affected departments. The city may, as a condition of permit approval, require the applicant to provide police officers at the expense of the applicant to help ensure public safety. ~~The city may, as a condition of permit approval, require the applicant to post a good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash, and debris from the property within 48 hours after the outdoor sales event.~~ The permit shall be issued upon written application, subject to compliance with the requirements of this section and any conditions of approval and upon payment of the prescribed fee. A permit fee shall be required for each ~~outdoor sidewalk~~ sales event.

Sec. 18-78. - Certain businesses exempt from requirements.

The businesses listed below shall be exempt from the requirements for outdoor sales and displays ~~set out in section 18-77~~. No business listed below shall expand beyond the areas described for existing outdoor sales or displays, unless such expansion complies with the applicable requirements of this article and the land development code of the city (~~Ord. No. 1990-33~~). Any business not listed below may apply to the administrative official, as defined in the land development code, for inclusion on the list within one year after the effective date of the ordinance from which this amended section is derived. The administrative official shall make recommendations to the city council concerning each application, and the city council shall approve or deny the recommendations of the administrative official for inclusion on the list below. In reviewing an application, the administrative official and the city council shall consider the length of time and the extent that the business has used the site for outdoor sales and displays which are not part of an approved site plan prior to the effective date of the ordinance from which this amended section is derived.

[No changes to existing table of businesses below above text]

[No changes to remaining sections of Article IV]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 58, Article III of the Code of Ordinances, City of Port Orange, to read as follows:

Chapter 58 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE III. - SPECIAL EVENTS

Sec. 58-51. - Definitions.

[no change to subsection (1)]

- (2) *Major special event* means a special event which meets any one of the following criteria:
- a. Affects area(s) beyond the City of Port Orange.
 - b. Requires one or more roadway closures, except as specified for block parties below;
 - c. Hours of operation beyond 11:00 p.m.; or
 - d. ~~Outdoor amplified music beyond 7:00 p.m.; or~~
 - e. Held in conjunction with a regional event.

(3) *Minor special event* means any special event other than a major special event.

(4) *Block party event* means a neighborhood social event sponsored by a Home Owner's Association, or all affected property owners, of residential subdivision, taking place in whole or in part on a public or private road in a residential area, and which obstructs vehicular traffic in a manner described in F.S. § 316.2045(1).

[no changes to subsections (4) through (11) other than renumbering accordingly as (5) through (12)]

[no changes to Section 58.52 – Permits required.]

Sec. 58-53. - Limitations on number and duration of special events.

- (a) Special events held in conjunction with a regional event shall not exceed the duration of the regional event.
- (b) All other special events shall not exceed seven consecutive calendar days unless waived or modified by the city council.
- (c) ~~No A~~ lot or parcel less than fourteen (14) acres in size shall~~may~~ serve as a location of a special event, or any part of a special event, including parking, up to 40 days per calendar year for more than 40 days per calendar year. The 40-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk ~~and outdoor~~ sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.
- (d) A lot or parcel equal to or greater the fourteen (14) acres may serve as a location of a special event, or any part of a special event, including parking, up to 100 days per calendar year. The 100-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.
- (e) All approved special events shall have 72 hours prior to the event for set up and 72 hours after the event for take down of the event.
- (f) Addition set up and take down time/days beyond the limitation established above can be approved by the City Council.

Sec. 58-54. - Permit application.

(a) Minor special events or block party events. An application to hold a minor special event or block party event shall be made in writing to the director of community development, or the director's designee, using such forms and including such information as deemed necessary to determine compliance with the requirements of this article. At a minimum, the application shall include the following:

- (1) The applicant's name, proposed location and description of the special event, and days and hours proposed.
- (2) Proof that the applicant has a legal right to occupy the sponsoring property (e.g., through ownership, written lease or written authorization). Authorization to occupy public rights-of-way for block party events shall be considered approved through the submittal and approval of the required permit for the event.
- (3) A site sketch specifying the location of the special event area including pedestrian access points. If applicable, the sketch shall include access points, the number and location of designated merchant display areas, barricades, special signage and other devices necessary to maintain public safety, indicating traffic circulation and parking patterns.
- (4) The special event permit fee as established by resolution of the city council. Repeat minor special events which have no material changes to the previously approved event plan are eligible for a discounted permit fee.
- (5) The application shall be submitted at least seven business days before the special event commences to allow for sufficient staff review.
- (6) ~~Requests for banner signs and small tents (no larger than ten feet by ten feet) do not require a separate permit.~~ A separate building permit is required if a tent greater than 10

feet by 10 feet is to be installed and signage shall be permitted as allowed in Chapter 15 of the Land Development Code.

[No changes to subsection (b) regarding major special event]

(c) Block party event. An application to hold a block party shall be made in writing to the Administrative Official or their designee, using such forms and including such information as deemed necessary to determine compliance with the requirements of this article. At a minimum, the application shall include the following:

(1) Applicant must provide a legible site plan or map with each application. Routes for emergency vehicles, private vehicles and pedestrian traffic must be shown on the site plan/map.

(2) Notification of residents. Applicant shall submit a petition signed by every property owner whose property connects to the affected street that they are agreeable to the event, as well as the Home Owner's Association (HOA) if applicable. The petition shall include each property owner's name and address clearing printed along with their signature acknowledging they are aware and agree to the street closing for the block party

(3) Street closure(s) shall not impact intersections or entrances to subdivisions and half of the roadway's width shall remain clear of objects to accommodate emergency and public safety vehicles as well as resident private vehicles accessing their property.

(4) Street closure(s) shall require one barricade per lane shall be placed at the end of a closed street. Events scheduled after dark shall have lighted or illuminated barricades.

(5) The block party shall not be open to the general public.

(6) The anticipated attendance of the block party shall not equal or exceed one hundred (100) persons at any point in time.

(7) The block party shall begin no earlier than 10:00 a.m. and shall end no later than 10:00 p.m. on Friday and Saturday and shall begin no earlier than 10:00 a.m. and shall end no later than 8:00 p.m. other days of the week.

(8) The following structures and activities shall not be allowed in the public rights-of-way during the event: sales of merchandise or services, inflatable amusements such as bounce houses or other games, tents, grills, and any other similar objects that could damage the pavement or obstructs emergency vehicles.

(9) An admission fee shall not be charged or solicited to attend the block party.

(10) Fireworks shall be prohibited, unless a permit is approved in accordance with Chapter 30 of the City's Code of Ordinances.

(11) Alcohol shall not be permitted within the public rights-of-way.

(12) Block Party shall be subject to the City's Noise Ordinance.

(13) The local street that is used for the block party shall not be disturbed or damaged, and structures shall not be affixed to it.

(14) The block party shall be subject to the conditions of the block party permit, if any.

(15) The special event permit fee is as established by resolution of the city council. Repeat minor special events which have no material changes to the previously approved event plan are eligible for a discounted permit fee

[No changes to remaining sections of Article III]

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: 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 5: 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 the 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 6: This Ordinance shall take effect 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



STAFF REPORT

CASE NO. 21-25000005

Sidewalk Sales and Special Events

Code of Ordinances Amendment/Chapter 18, Article IV and Chapter 58, Article III

REQUEST:	Amendments to Chapter 18, Article IV and Chapter 58, Article III, of the Code of Ordinances, relating to sidewalk sales and special events
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
CITY COUNCIL DATE:	August 17, 2021

Introduction:

The proposed amendments to the Code of Ordinances include clarifications and minor changes that are simple clean-up items to the sidewalk sales requirements, modifies the criteria for a Major Special Event, establish a 100-day limit on the number of days in a calendar year that a property larger than 14-acres can have special events, add requirements to permit neighborhood block parties on local streets within a subdivision as a Minor Special Event. The proposed amendments do not affect events held at City Center and park facilities, which are processed through the Parks and Recreation Department's special event process.

Sidewalk Sales [Chapter 18, Article IV]:

The current sidewalk sales regulations were established in 1990, with amendments in 1991, 1994, and 1996. Regulations for sidewalk sales are intended to allow for limited special sales to occur on the private sidewalk directly in front of the business establishment or retail store conducting the sale for a limited period of days.

1. Sidewalk Sale Event: The proposed amendment is to clarify what a sidewalk sale is, and the proximity of the display items associated with a sidewalk sale to the business holding the sidewalk sale. The proposed amendment adds and removes text to clarify that a sidewalk sale is to be located on a sidewalk directly in front of the business holding the sidewalk sale and not impede pedestrian traffic or create a public safety hazard. There are no changes to the current requirements on the length of a sidewalk sale, the number of sidewalk sales a business can have per year, or the permitting process for a sidewalk sale as part of the proposed amendment. The proposed amendment also removes a reference to a code section removed from the Code of Ordinances as part of a prior amendment.

Special Events [Chapter 58, Article III]

The current special event regulations were established in 1998, with amendments in 2001, 2011, and 2013. Regulations for special events are intended to mitigate the impact of special events on adjacent residences and businesses. Detailed information regarding a proposed special event must be provided with the special event application. Staff from several departments (and City Council for major events) review special event applications to verify that adequate parking, noise mitigation, traffic control, sanitation

facilities, and security will be provided before approving a special event permit. The proposed amendments to this section include:

1. Criteria for Major Special Event: The Code of Ordinances currently states that if a non-residential use is holding a special event on private property, for less than 7 days, and does not require a public road closure but will have outdoor amplified music beyond 7:00 P.M., the special event is considered a major special event. A major special event requires approval by the City Council, a \$300 dollar application fee, and submittal of a special event application at least 45-days prior to the event. The proposed amendment would remove outdoor amplified music beyond 7:00 P.M. as a criterion when determining if an event is a minor or major special event. Currently, all special events (minor or major) are required to comply with the City noise ordinance which regulates sound level (decibels) by time and location (adjacent to residential or non-residential areas) regardless of the time amplified music is played. According to Chapter 42 of the Code of Ordinances, sound or noise projecting from a non-residential use into a residential district shall not exceed 60 decibels between 7:00 a.m.—10:00 p.m. and 50 decibels between 10:00 p.m.—7:00 a.m.

The proposed amendment is intended to make the special event process more efficient and cost effective for local businesses or churches wanting to hold a special event on their property with amplified music beyond 7 P.M., while still ensuring compliance with the sound level limit in the Code of Ordinances. The proposed amendment does not change the requirement for special events held during race weeks or bike weeks or special events that exceed 7 consecutive days from going before the City Council for approval, regardless if amplified music is part of the special event.

2. Limit on Number of Special Event Days in Calendar Year: The Code of Ordinances currently limits the number of days a non-residential property can hold a special event (minor or major) to 40-days in a calendar year. The 40-day limit is typically not an issue for most of the non-residential properties in the city. However, for some larger properties that have the infrastructure to hold special events in addition to their normal business operations (e.g. Pavilion at Port Orange, Walmart, Target, Lowes, etc.), the 40-day limit restricts the number of special events and duration of special events that can be held. For example, the Christmas tree sale events held in the parking lot of Lowes and Home Depot typically last 35 days, and under the current code, these businesses would only have 5 days in a calendar year remaining for other special events. The proposed amendment provides a 100-day limit per calendar year for special events on parcels that are equal to or greater than fourteen (14) acres in size to provide more flexibility for scheduling special events. The amendment also allows a business to request approval from City Council for additional special event days if they exceed the 100-day limit per calendar year. There is no change to the 40-day limit for properties less than fourteen (14) acres in size as part of the proposed amendment.
3. Neighborhood Block Party: The proposed amendment adds criteria/requirements for a subdivision or neighborhood to hold a block party within a local street and

establishes the process to review the request for a block party. Over the last year and half, staff have received requests from representatives of Homeowners Associations (HOA) and/or neighborhood groups requesting to hold a block party on a local street in their subdivision. According to those that have inquired, the intent of the block party is to meet other neighbors, build friendships, and develop a sense of belonging and security among residents. Currently, the code classifies these events as a Major Special Event because the event requires the closure of a local road. Therefore, for a Homeowners Associations (HOA) or neighborhood group to request approval for a block party, a \$300 application fee and a \$250 surety bond is to be provided, a request submitted at least 45 days prior to the date of the block party and goes before City Council for approval. The feedback/questions asked by the groups inquiring about holding a block party are: 1) the cost associated; and 2) the length of time required to submit their request to the City prior to holding the block party.

Staff reviewed ordinances from other cities in Florida as to how they permit block parties and determined that most have a review process similar to the City's current Minor Special Event review process. The City's Minor Special Event review process requires City staff (Fire, Police, Public Works, Community Development, and Code Enforcement) to review a request for compliance with all City regulations. However, a Minor Special Event only requires a \$100 application fee, a 7-day review period, and approval is at the staff level. The proposed amendment is to allow block parties to be permitted through the Minor Special Event review process and add requirements specific for a block party to reduce impacts on adjacent areas. The proposed requirements for a block party have been reviewed by City staff (Police, Fire, Risk Management, and Legal) and address the following items (see Exhibit I for more detail):

- Documentation signed by all property owners whose property abuts to the street is closed for the block party and acknowledges their support for the block party.
- The closure of a local street shall not impact intersections or entrances to the subdivisions and half of the roadway's width shall remain clear of objects to accommodate emergency and public safety vehicles.
- Barricades shall be placed at the end of a closed street.
- The number of people that can attend is limited to 100.
- The block party shall end no later than 10:00 p.m. on Friday and Saturday and no later than 8:00 p.m. on other days of the week.
- Fireworks during the event, admission fees, sales of merchandise or service are prohibited.
- Grills, inflatable bounce houses, etc. are not allowed in the public right-of-way.
- Alcohol in the public rights-of-way is prohibited.
- Requires compliance with the City's Noise Ordinance.

RECOMMENDATION

Approval of the amendments to Chapter 18, Article IV and Chapter 58, Article III of the Code of Ordinances.

ATTACHMENTS

Exhibit 1 – Proposed Amendments



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2021-20 - Seventh Amendment to the Bennett's Hammock Master Development Agreement and Conceptual Development Plan

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-20, the Seventh Amendment to the Bennett's Hammock Planned Unit Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (7/22/2021): Recommended Approval (6-0)

The applicant, Joey Posey, Storch Law Firm, requests approval of the Seventh Amendment to the Bennett's Hammock Planned Unit Development (PUD) to establish the framework to develop a 6-lot detached single-family subdivision along with associated subdivision improvements on 1.8 acres. The subject property is located within the Bennett's Hammock Subdivision Planned Unit Development (PUD) and the current Master Development Agreement (MDA) allows the subject property to be developed as an assisted living facility (ALF), nursing home, or multi-family housing for seniors. If the Seventh Amendment is approved, the current permitted uses would be removed, and single-family home would be added as the only permitted use on the subject property.

The initial request by the applicant was for an MDA Amendment to allow for the development of 13 townhomes on the subject property. At their March meeting, the Planning Commission recommended denial of the proposed MDA amendment to develop 13 townhomes. After the March Planning Commission meeting, the applicant conducted a second neighborhood meeting with residents from the Bennett's Hammock subdivision and revised the MDA Amendment request to be for a 6-lot single-family subdivision. At their July meeting, the Planning Commission recommended approval of the proposed MDA amendment to develop a 6-lot single-family subdivision.

The proposed 6 single-family lots are generally consistent in size with the existing lots within the Bennett's Hammock subdivision. The lots will directly front Old Hammock Road and connect to City water and sewer. A retention pond will be provided on the subject property to support the 6 single-family lots. The current Future Land Use (FLU) designation of the subject property is *Urban High Density Residential* (8 to 16 units per acre) and the proposed Seventh Amendment to the Bennett's Hammock PUD is in

accordance with the current FLU designation of the property.

The PUD zoning allows the applicant to request flexibility from the standard code requirements. As part of the review of this proposal, the applicant is requesting to waive the requirement to install a 4-foot-wide sidewalk across the front of the subject property that abuts Old Hammock Road, as is typically required for residential subdivisions. In the current Bennett's Hammock subdivision, a sidewalk is not located on the south side of Old Hammock Road for the required sidewalk to connect to. The only sidewalk in the Bennett's Hammock subdivision is located on the north side of Old Hammock Road. There is no requirement within the MDA or any future plans to install sidewalks along the south side of Old Hammock Road or along the other public streets (Little Garden Circle and Meditation Loop) within the subdivision.

The staff report is attached for more detail on the proposed Seventh Amendment to the Bennett's Hammock PUD MDA and CDP.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2021-20 with exhibits	Ord 2021-20 Bennetts.pdf
2.	CC Staff Report Bennett's Hammock 7th Amendment	CC Staff Report Bennett's Hammock 7th Amendment.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/17/2021
Final Approval - 8/17/2021

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH
AMENDMENT TO THE BENNETT'S HAMMOCK A PLANNED
UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT
AGREEMENT AND THE CONCEPTUAL DEVELOPMENT
PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Seventh Amendment to the Bennett's Hammock Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Seventh Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Seventh Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Seventh Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Seventh Amendment.

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 approve the Seventh Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Seventh Amendment.

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 _____, 2021

Passed and adopted on second and final reading on the day of _____,
2021

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Return Recorded Document to:
Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**SEVENTH AMENDMENT TO THE
BENNETT'S HAMMOCK
A PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City") and RIGA, INC., a Florida corporation, located at 2924 River Point Drive, Daytona Beach, FL 32118 (collectively referenced as the "Developer"), constitutes the Seventh Amendment to the Master Development Agreement for the Bennett's Hammock Planned Unit Development (hereinafter referred to as the "Seventh Amendment"), who hereby agree and covenant as follows:

WHEREAS, the Developer and the City previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Development Agreement [for the] Bennett's Hammock Planned Unit Development" dated July 29, 1987, and recorded in Official Records Book 3014, Page 1775, Public Records of Volusia County, Florida ("MDA"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain First Amendment to Master Development Agreement [for the] Bennett's Hammock Planned Unit Development, dated July 5, 1988, and recorded in Official Records Book 3173, Page 935, Public Records of Volusia County Florida ("First Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Second Amendment to Master Development Agreement [for the] Bennett's Hammock Planned Unit Development, dated August 25, 1988, and recorded in Official Records Book 3214, Page 683, Public Records of Volusia County Florida ("Second Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Third Amendment to Master Development Agreement [for the] Bennett's Hammock Planned Unit Development, dated November 23, 1988, and recorded in Official Records Book 3390, Page 1625, Public Records of Volusia County Florida ("Third Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Fifth Amendment to Master Development Agreement [for the] Bennett's Hammock Planned Unit Development, dated September 26, 1995, and recorded in Official Records Book 4045, Page 121, Public Records of Volusia County Florida ("Fifth Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Sixth Amendment to Master Development Agreement [for the] Bennett's Hammock Planned Unit Development, dated March 20, 1996, and recorded in Official Records Book 4090, Page 1885, Public Records of Volusia County Florida ("Sixth Amendment"); and

WHEREAS, the Developer is the owner of that certain real property referenced as the Property, shown on Exhibit "A" to the Seventh Amendment and made apart hereof by reference, which is the only portion of the Bennett Hammock Planned Unit Development property impacted by this Seventh Amendment; and

WHEREAS, the Developer desires to amend the MDA and the First, Second, Third, Fifth and Sixth Amendments as applied to the Property to allow for the development of residential single family homes on the Property; and

NOW, THEREFORE, the Parties agree as follows:

1. The premises stated above are true and correct and form a material part of this Seventh Amendment.
2. Section B., Paragraph 2 of the Development Agreement is hereby amended by underline and strikethrough to read as follows:

2. The Developer intends for "BENNETT'S HAMMOCK" to be developed with a maximum of ~~Ninety Two Sixty-Eight (9268)~~ Dwelling Units for residential use. The overall density of "BENNETT'S HAMMOCK" shall not exceed ~~6.06~~ 3.88 E.R.U. per gross acre, including parks, rights-of-way and retention areas. The term "Unit" shall refer to a single-family unit. The placement of dwelling units shall be in accordance with the concept plan attached as "Exhibit G" to the Development Agreement and "Exhibit B" to the Seventh Amendment. The maximum densities for the various tracts are as follows:

TRACT	ACRES	LAND USE DESCRIPTION	DENSITY UPA	MAXIMUM # OF UNITS
I	1.06	Single Family Detached	3.77	4
II	7.66	Single Family	5.22	40
III	2.50 1.84	A.C.L.F./ <u>Single-Family</u> Detached Nursing Home/ Elderly Housing	12.00 <u>3.26</u>	306
IV	1.53	Retention/Park	0.00	0
V	4.75	Single-Family Detached	13.47	18
Total	17.50*		6.057 3.88	92 <u>68</u>

* Total area includes rights-of-way, private streets and drives

3. Section A., Paragraph 3 of the Development Agreement is hereby amended to add a new subsection, 3(a) to read as follows:

3(a) Conceptual Development Plan. Development of the Property shall be controlled by the terms and provisions of this Seventh Amendment and the Conceptual Development Plan ("CDP"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of public roads, lots, amenities, and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the Property. In the event of a conflict between the terms and provisions of this Seventh Amendment and the graphic illustrations of the CDP, the Seventh Amendment shall control. If the Seventh Amendment is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the CDP and the Seventh Amendment fail to address a particular subject or requirement, the Development Agreement, as amended, shall control. If the Development Agreement, as amended

is silent then 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 to 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 Owners are 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 Owners may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. Section A., Paragraph 4 of the Development Agreement is hereby amended to add a new subsection, 4(a) to read as follows:
 - (a) Permitted Uses. The Property shall be used for residential purpose and development as a single-family home community with common open space and buffers as specified herein. The Property shall be developed for a maximum of 6 single-family, detached dwelling units, for a maximum density of 3.26 dwelling units per acre.
5. Dimensional Requirements. Lot dimensions and configuration 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 “C” may be adjusted during the final subdivision process.

Site Development for Single-Family Dwelling Units

Minimum Setbacks:

Front:	30 feet
Rear:	20 feet
Side:	5 feet
Side Corner:	n/a

Minimum Lot Size:

Width:	42 feet
Depth:	140 feet
Area:	5,880 square feet

Minimum Living Area	1,200 square feet
Maximum Building	Height: 35 feet (as measured from grade to the mid-point of the trusses)

Minimum Open Space:	40% (Per Lot)
Maximum Impervious Area:	60% (Per Lot)
Maximum Building Coverage:	40%

Site Development Requirements for Overall Property

Maximum Building Coverage:	20%
Minimum Open Space:	60 (20% of which shall be common open space)

Accessory structures shall be permitted in accordance with the City LDC. Any proposed structures for amenities areas will follow the special setback for accessory structures in the LDC.

6. Section A of the Development Agreement is hereby amended to add a new section, 15 to read as follows:

15. Architectural Standards and Review. All colors, materials, building orientation and architectural styles shall be consistent one another and complement the existing homes in the neighborhood in terms of scale and aesthetics.

7. Section A., Paragraph 5 of the Development Agreement is hereby amended to add a new subsection, 5(a) to read as follows:

(a) Phases. Development of the Property is intended to occur in one phase.

8. Section A., Paragraph 8 of the Development Agreement is hereby amended to read as follows:

Sanitary Waste, Stormwater, and Potable Water. In the event of development, the Owners 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 Owners' need for installation of the Owners' lines, the Owner shall grant the necessary utility easement 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 Property. The Owners shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

Irrigation to be provided by the lowest quality water source, 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 irrigation by potable water requires review/approval by City Public Utilities Dept. Upon completion of all infrastructure for utilities, the same will be conveyed to the City of Port Orange.

9. Section B., Paragraph 5 of the Development Agreement is hereby amended to add a Sub-paragraph 5(a) to read as follows:

(a) Maintenance of Common Open Space and Common Facilities. The Owners 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 stormwater drainage systems within 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 homeowners' associations in Port Orange. The

covenants and restrictions governing the Property and association responsibility 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 authorization 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 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 Owners will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Owners 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.

10. Section B., Paragraph 3 of the Development Agreement is hereby amended to read as follows:

Project Buffers and Landscaping. All landscape and project buffers shall comply with the requirements of the City LDC. All buffers will remain in existing conditions or at time of each lot build out shall be required to install minimum landscape as required in the City LDC. Existing vegetation in the 5-foot perimeter buffers and 10-foot right-of-way buffer that may remain undisturbed shall count toward 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 LDC. 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 perimeter buffers, except for perimeter fencing for the subdivision. The HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements, and outline the maintenance responsibilities, if any, of the HOA for individual lots. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that landscaping 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.

11. Section B., Paragraph 3 of the Development Agreement is hereby amended to add a new subsection, 3(a) to read as follows:

Environmental Considerations. Both during and after construction, the Owners will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. Development of the Property shall comply with the tree preservations of the City's LDC; however, the City shall permit the removal of the 24-inch Elm tree identified on the CDP so long as three (3) upsized replacement trees, as defined by the City LDC, are provided within the common areas as mitigation. The Owners shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but 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 CDP. Mitigation for the wetland impact shown on the CDP shall be in accordance with the City, Volusia County, and St. John's River Water Management District.

12. Section A. of the Development Agreement is hereby amended to add a new subsection, 14. to read as follows:
 14. 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 Owners of their right to pursue impact fee credits for any and all work performed by Owners for which impact fee credits can be awarded.
13. This Seventh Amendment shall be effective on the date it is executed by all parties.
14. This Seventh Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
15. The MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fifth Amendment and Sixth Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Seventh Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ 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 name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged 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 name, commission and expiration of commission term:

WITNESSES:

RIGA, INC., a Florida corporation

By: _____

Hamid Toutounchian, President

Name: _____

Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

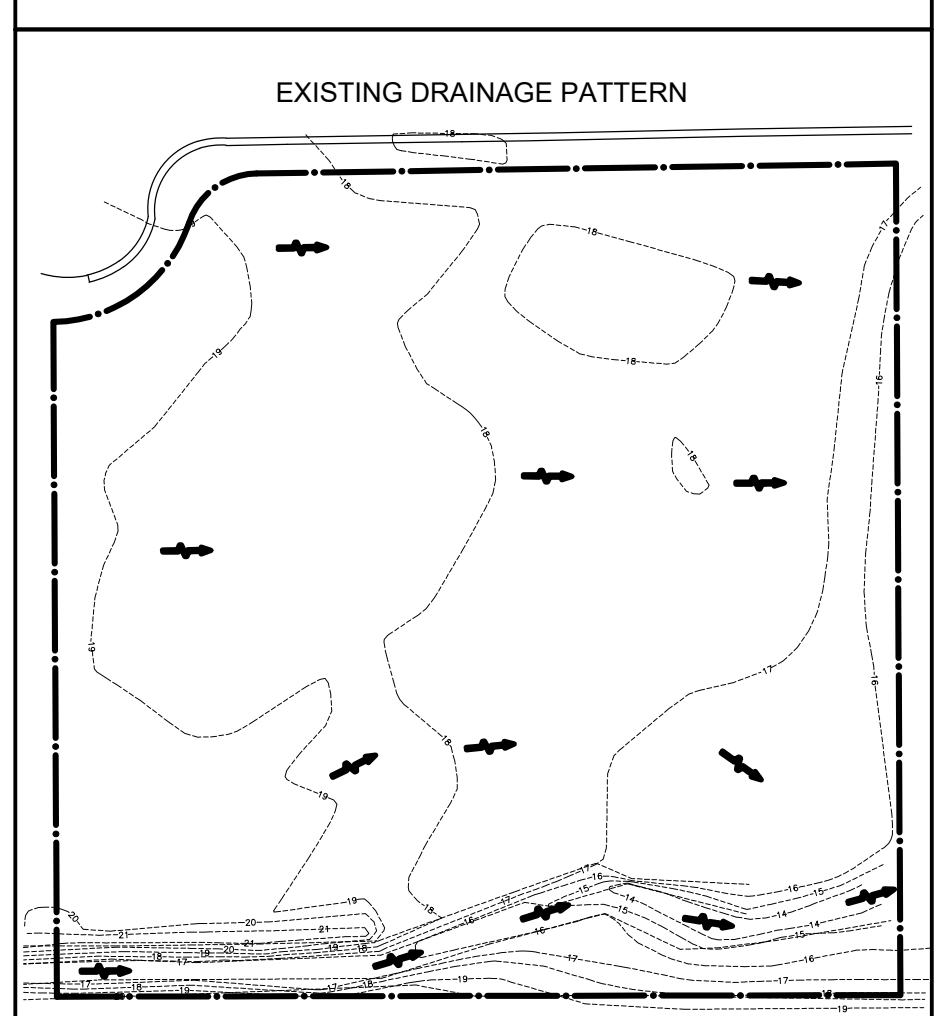
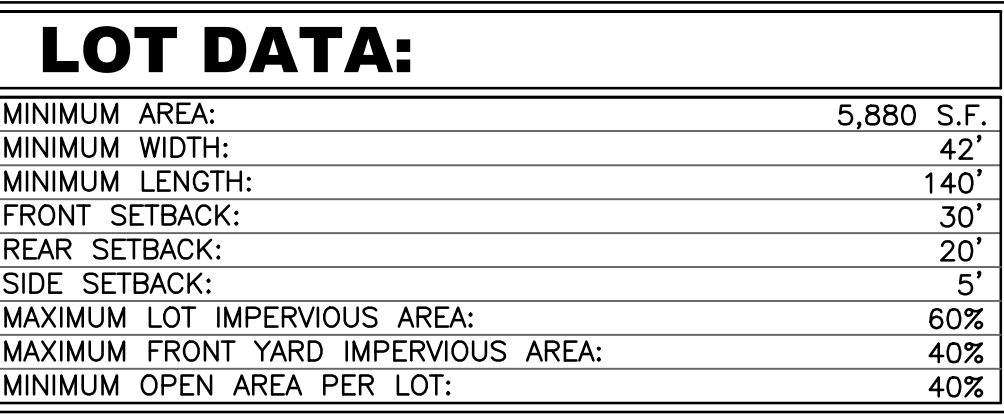
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Hamid Toutounchian, as President of RIGA, INC., a Florida corporation, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

Exhibit A

**Tract III, LESS AND EXCEPT THE EASTERLY 60 FEET, BENNETT'S HAMMOCK,
ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 42, PAGES
137, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA**





STAFF REPORT - REVISED

Seventh Amendment to the Bennett's Hammock Planned Unit Development Master Development Agreement and Conceptual Development Plan

CASE NO. 20-40000005

REQUEST:	To approve the Seventh Amendment to the Bennett's Hammock Master Development Agreement and Conceptual Development plan
LOCATION:	1143 Old Hammock Road
OWNER:	Riga, Inc.
APPLICANT:	A. Joseph Posey Jr., Storch Law Firm
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 22, 2021)
CITY COUNCIL:	August 17, 2021

Introduction

At the March 25, 2021 Meeting, the Planning Commission recommended denial (4-2) of the Seventh Amendment to the Bennett's Hammock Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP). At that time, the proposed PUD Amendment was for the development of thirteen (13) townhomes.

Several changes have been made to the proposed MDA and CDP by the applicant based on comments received from residents in the Bennett's Hammock subdivision and feedback from the Planning Commission at their March 2021 meeting relating to overall density of the proposed project and residential unit type. The applicant has made the following modifications to the proposed MDA and CDP:

- Changed the residential use type from attached townhomes to detached single-family homes;
- Reduced the number of lots from thirteen (13) to six (6);
- Increase the minimum lot size from 1,800 square feet to 5,880 square feet;
- Increased the minimum lot width from 22 feet to 42 feet;
- Added specific lot dimensional requirements for the detached single-family lots including building setbacks, lot coverage and open space requirements;
- Relocated the proposed retention area behind the single-family lots;
- Revised lot configuration from internal private roadway to fronting directly onto Old Hammock Road, consistent with other existing single-family homes in the area;
- Reduced impervious area by eliminating the private roadway and additional townhome visitor parking and;
- Added common area amenities to the CDP (walking path, benches) for residents of the six (6) single-family lots.

Because of the scope of these modifications, the MDA and CDP for the proposed PUD Amendment must go back before the Planning Commission before being considered by the City Council. The original staff report has been modified to reflect the changes to the MDA and CDP made by the applicant since the March 2021 Planning Commission Meeting.

Discussion

The applicant is proposing the Seventh Amendment to the Bennett's Hammock PUD MDA and CDP for the 1.84-acre subject property. The subject property is a vacant parcel within the Bennett's Hammock PUD subdivision and is located on the south side of Old Hammock Road, north of Herbert Street (Figure 1).

Figure 1. Location Map



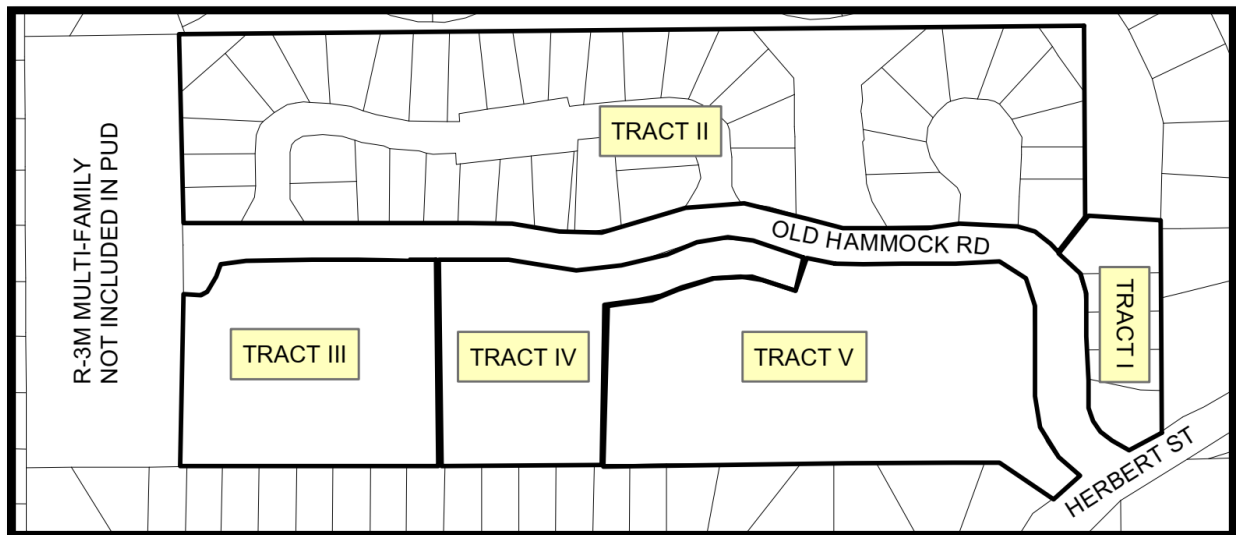
The subject property is identified as Tract III in the Bennett's Hammock PUD. The Bennett's Hammock PUD was approved by the City in 1987 and provided for a mix of uses on five (5) Tracts (Figure 2).

- Tract I: Multi-Family (16 units maximum) or a Child Care Center
- Tract II: Single-Family Homes
- Tract III (Subject Property): Assisted Living Facility (ALF), Elderly Housing, or Nursing Home
- Tract IV: Retention/Park, and
- Tract V: Multi-Family (64 units maximum).

In 1995 and 1996, the PUD was amended to establish single-family homes as the permitted use on Tracts I and V. Currently Tracts III (subject property) and V remain undeveloped Tracts within the PUD. The Bennett's Hammock PUD foreshadowed that

the five (5) tracts would be developed with residential uses with a maximum density of 8.1 units per acre for the combined five (5) tracts. The current maximum density among the five (5) tracts, based on current built units and allowed units on the vacant tracts, is 6.1 units per acre. If the Seventh Amendment is approved, it would decrease the density on Tract III and the overall density of the PUD to 3.9 units per acre.

Figure 2. Bennett's Hammock PUD Tracts

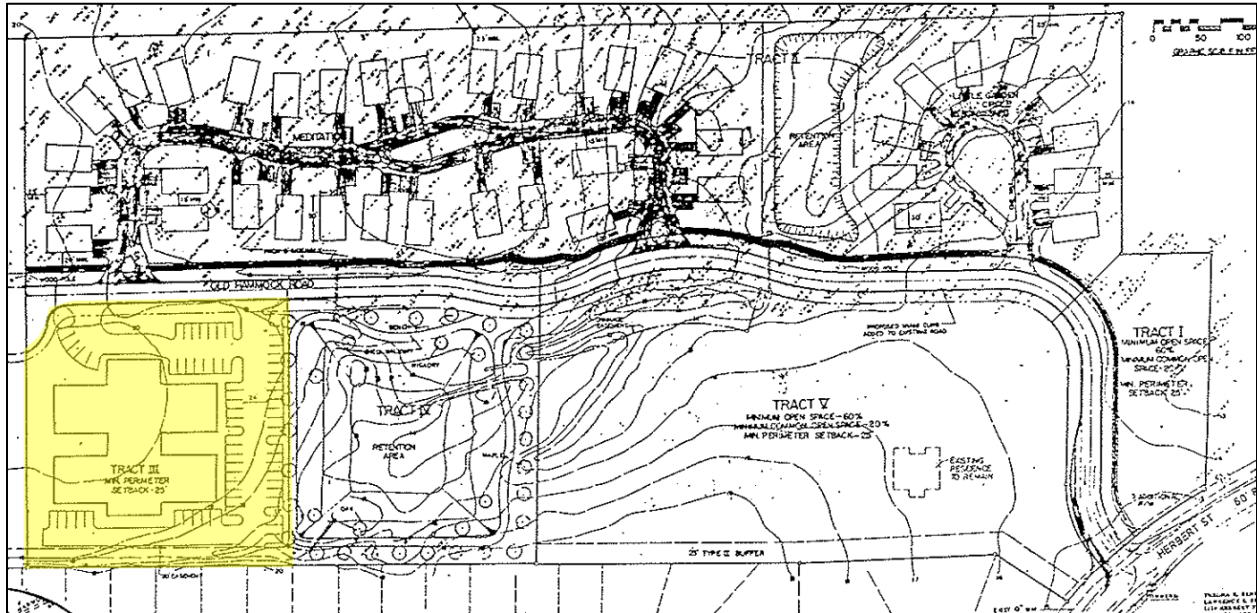


In the Bennett's Hammock PUD, the permitted uses for Tract III are currently Elderly Housing, Assisted Living Facility (ALF), or Nursing Home, at a maximum density of 12 units per acre, which is consistent with the current *Urban High Density Residential* (8-16 units per acre) Future Land Use (FLU) designation on Tract III. Tract III was originally platted at 2.5 acres, which permitted a maximum density of 30 ALF or elderly housing units, or 60 beds maximum; however, in the mid-1990's the east lot line for Tract III was shifted which reduced the size of Tract III to 1.84 acres. The maximum density of 12 units per acre would still need to be applied and the maximum number of ALF units that would currently be permitted on Tract III would be a maximum of 22 units, or 44 beds. The definition of an ALF or elderly housing at the time the MDA was established is, "a residential building designed with individual or group sleeping quarters, designed with or without individual kitchen facilities, where common recreational, social, or dining facilities are also included. However, residents must be ambulatory and shall not be under in-house medical care." The Assisted Living Facilities that have been approved or proposed in Port Orange recently have included a mix of units for residents who are still able to drive and are considered independent as well as units for residents who need full-time care in an assisted or memory care unit. If an ALF was proposed for this property, the residential units could all be independent living units, similar to an age-restricted multi-family development, or they could be full-time care units which are staffed 24 hours a day. Staff has not received any inquiries regarding establishing an ALF, nursing home, or elderly housing (multi-family) project on the subject property.

The applicant is requesting to remove Elderly Housing, Assisted Living Facility (ALF), and Nursing Home as allowed uses on Tract III and establish detached single-family homes

as the only permitted use. The proposed single-family home development will reduce the maximum density previously approved on Tract III from a 22-unit ALF/Nursing Home or senior restricted multi-family development to six (6) detached single-family home lots.

Figure 3. Bennett's Hammock PUD original Conceptual Development Plan

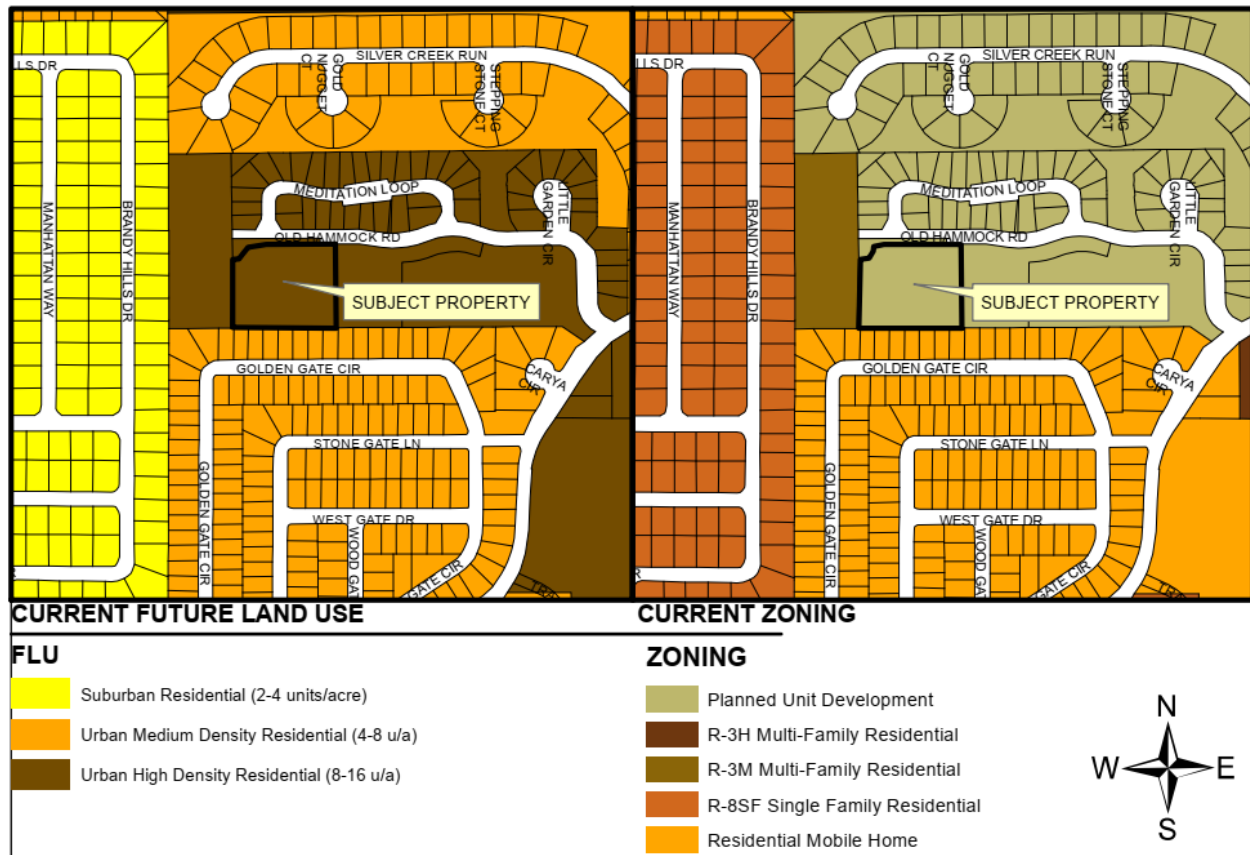


The subject property is currently wooded and undeveloped. The table below summarizes the land use and zoning of the adjacent properties (Table 1). The Future Land Use and zoning maps for the subject property and the adjacent properties are shown in Figure 4. The FLU for Tract III will remain *Urban High Density Residential* (8-16 units per acre) and the zoning for Tract III will remain Planned Unit Development (PUD) which is consistent with the surrounding properties.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Single Family Homes	Urban High Density Residential (8-16 units/acre)	Bennett's Hammock PUD
South	Residential Mobile Home Subdivision (Twin Gates)	Urban Medium Density Residential (4-8 units/acre)	Residential Mobile Home (RMH)
East	Retention Pond	Urban High Density Residential (8-16 units/acre)	Bennett's Hammock PUD
West	Vacant Assisted Living Facility	Urban High Density Residential (8-16 units/acre)	Medium Density Multi-Family Residential (R-3M)

Figure 4. Map of Surrounding Land Uses and Zoning



According to the Land Development Code (LDC), the proposed MDA Amendment constitutes a zoning document for the subject property (Tract III), establishing permitted uses and certain development requirements. An MDA and CDP Amendment 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 Seventh Amendment that includes the dimensional requirements, general location of lots, driveways, 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, 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 Seventh Amendment property will be required to be designed to meet the requirements of the LDC, the existing MDA, and the proposed MDA Amendment. At this time, subdivision plat and plans have not been submitted.

Consistency with the Comprehensive Plan

The ±1.84-acre subject property is designated *Urban High Density Residential* (8 to 16 units per acre) on the City's Future Land Use Map (Figure 4). The FLU designation for the subject property is not proposed to be changed and will remain consistent with the other Tracts within the Bennett's Hammock PUD that also have the *Urban High Density Residential (8 to 16 units per acre)* FLU designation. In 1985, the Comprehensive Plan adopted by the City anticipated this area being developed with residential uses at a density between 8 to 16 units per acre. Since 1985, there have not been any changes to the FLU designations in this area, but the approved development density of the area has been lower than anticipated. In 1987, the Bennett's Hammock PUD was approved which limited the density within the PUD (combined 5 Tracts) to 8.11 units per acre. The Comprehensive Plan states that the *Urban High-Density Residential* category typically includes townhouses and multi-family housing at densities between 8 to 16 units per acre and should be located in areas designed to accommodate densities/intensities greater than those in the Suburban category. Since the PUD was adopted, subsequent amendments have reduced the overall density of the subdivision, which is currently ±6 units per acre. The density of the proposed development is less than the Future Land Use designation of the property but is consistent with the overall development pattern of the PUD.

DEVELOPMENT PROPOSAL

If approved, the Seventh Amendment to the Bennett's Hammock 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 six (6) detached single-family home lots (Exhibit A) at a density of 3.3 units per acre. 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.

The applicant has requested to maintain the Planned Unit Development (PUD) zoning and amend the MDA rather than rezone the subject property to a conventional single-family zoning category to allow for flexibility in dimensional requirements for the lots as well as to be consistent with the existing single-family lots within the PUD. The applicant states that additional flexibility with the proposed Amendment is needed in order to accommodate the existing drainage features on the property and provide the necessary subdivision improvements on the subject property.

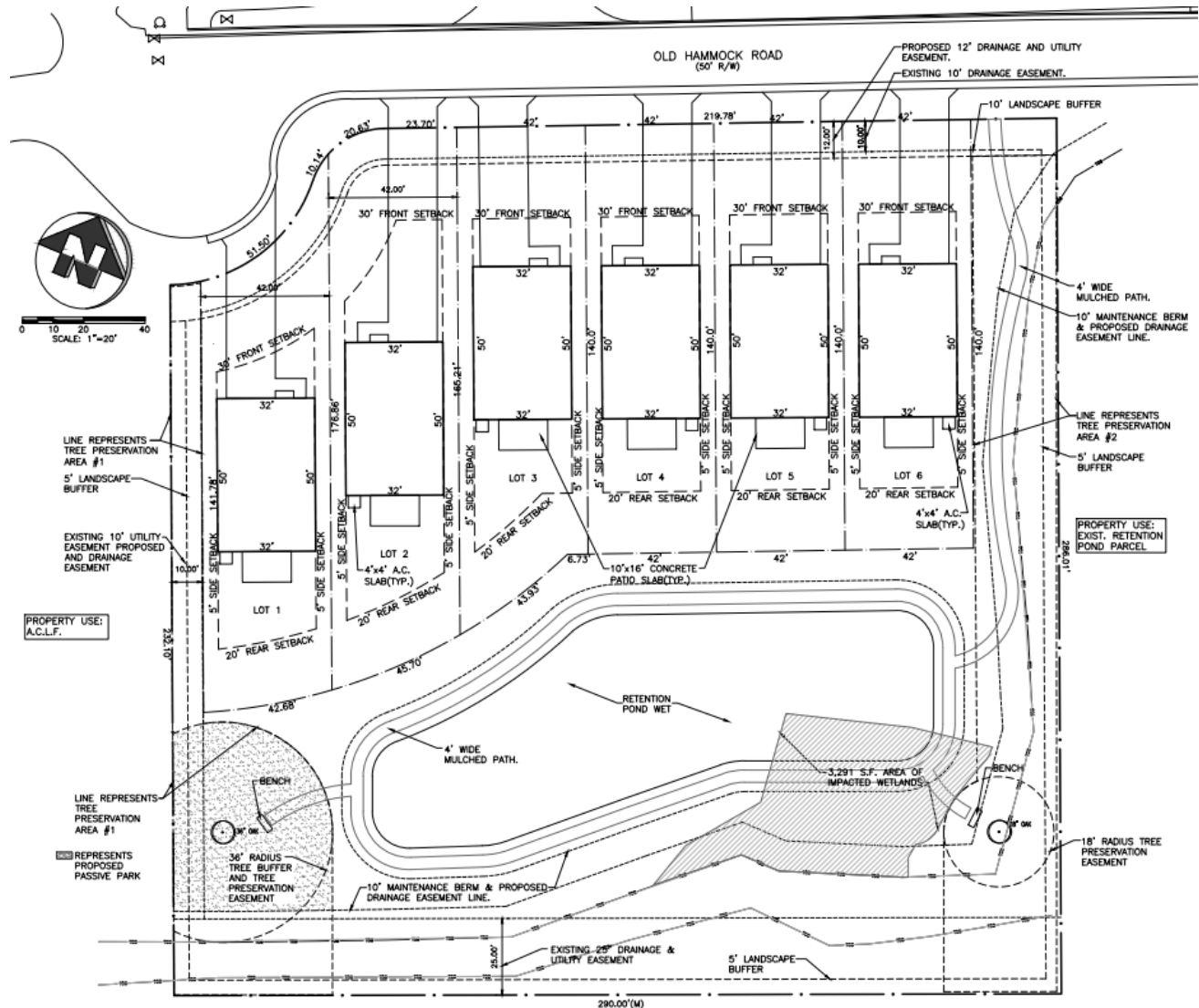
If the proposed amendment is approved, all future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Bennett's Hammock Seventh Amendment are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

General Layout

The Conceptual Development Plan (CDP) included with the proposed Amendment shows the general layout of the single-family lots, stormwater improvements, open space,

common open space, tree preservation areas, general footprint of the single-family homes, and driveways (Figure 5 and Exhibit B of the MDA). If the Seventh Amendment is approved, the subdivision layout of the plat and plans will be based on the CDP and required to meet the requirements in the MDA and Land Development Code.

Figure 5. Proposed Conceptual Development Plan



Dimensional Requirements

The proposed Amendment revises the dimensional requirements currently established for Tract III of the PUD to support the proposed single-family lots. The proposed building setbacks, building height, and lot width and area requirements for the proposed six (6) detached single-family lots are generally based on the dimensional requirements of the existing developed single-family home lots in the Bennett's Hammock subdivision.

The six (6) detached single-family lots are proposed to be subdivided with the lots fronting directly onto Old Hammock Road. There is an existing 10-foot utility easement along the west side of the property and a retention pond that encroaches onto the property along

the east side. A ±25-foot wide common area is proposed along the east side of the property that will accommodate the required drainage and maintenance easement for the pond as well as tree preservation and open space. According to the applicant, to avoid altering the location of the existing pond on the east side of the property and to accommodate the existing 10-foot easement on the west side of the property, the lots are to be platted at 42 feet wide, which is generally consistent with the existing developed lots in the Bennett's Hammock PUD. The CDP shows the 42-foot wide lots are able to accommodate the footprint of a single-family home and meet the proposed building setback, lot coverage, and open space requirements which are generally comparable to other single-family lots in the Bennett's Hammock Subdivision.

Traffic

If the PUD zoning amendment is approved, 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 critically impacted area as defined in the LDC.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, the proposed six (6) detached single-family homes are anticipated to have a lower trip generation than the current permitted uses on the property. Based on the ITE Trip Generation Manual 10th Edition, the proposed six (6) detached single-family homes could generate approximately 57 daily trips. According to the ITE Trip Generation Manual, a 22-unit Elderly Housing (Senior Adult Housing) development could generate 63 daily trips, a 44-bed Assisted Living Facility could generate 114 trips per day, and a Nursing Home could generate 58 daily trips, assuming a staffing level of 20 employees.

Table 3. Trip Generation Table

	ITE Code	Daily Trips	AM Peak	PM Peak
Single-Family Homes (6 units)	210	57	4	6
Senior Adult Housing (22 units)	252	63	4	8
Assisted Living Facility (44 beds)	254	114	8	11
Nursing Home (20 employees)	620	58	7	6

Source: ITE Trip Generation Manual 10th Edition

The Institute of Transportation Engineers (ITE) Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

According to the latest traffic counts for Herbert Street, there is capacity for the vehicular traffic estimated to be generated by the proposed development of Tract III (subject property) (Table 4). The segment of Herbert Street between Nova Road and Clyde Morris Boulevard is defined by the City's Comprehensive Plan as a collector roadway and has

an adopted roadway capacity of 12,744 vehicles per day. The actual traffic count in 2019 for this segment was 8,195 vehicles per day and in 2020 it was 7,173 vehicles per day. The 2020 Traffic Counts were completed in October 2020 and are anticipated to increase in 2021 to a volume similar to 2019 as schools and businesses return to regular operations as a result of COVID-19.

Table 4. Roadway Capacity for Herbert Street

Roadway Segment	Maximum Capacity Vehicles per day	2019 volume per day	2020 volume per day	Remaining Capacity Vehicles per day	V/C Ratio*
Herbert Street Clyde Morris Blvd to City Center Dr.	12,744	7,585	6,710	6,034	0.53
Herbert Street City Center Dr. to Nova Rd.	12,744	8,805	7,173	5,571	0.56

Source: City of Port Orange, Traffic counts conducted by Traffic Engineering Data Solutions, Inc. (TEDS)

*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.

The city conducts traffic counts during the school year to capture all daily traffic along streets. Although Herbert Street is currently operating below its adopted level of service, Staff has identified improvements that could be made in the future to increase capacity at the signalized intersection of Herbert Street and Nova Road signalized intersection that is in the vicinity of the proposed project. In 2017 the City submitted a request to the Volusia-Flagler River-To-Sea Transportation Planning Organization (TPO) for a feasibility study to evaluate possible improvements at the Herbert Street and Nova Road intersection to potentially add turn lanes to improve capacity and flow at this intersection. The City has also collected right-of-way from adjacent properties near this signalized intersection as those properties were being redeveloped.

Access and Parking

The site is accessed from Old Hammock Road, which is a public right-of-way maintained by the City of Port Orange. The CDP is designed with the six (6) detached single family lots fronting along Old Hammock Road. The lots are proposed to accommodate a double-car driveway that will be a minimum of 30 feet long from the right-of-way line and the homes will be built with a garage, which together will support the minimum number of two (2) parking spaces per unit for a one, two or three bedroom home or three (3) parking spaces for a four or more bedroom home.

There is one policy issue for the proposed Seventh Amendment. The applicant is requesting to eliminate the required 4-foot wide sidewalk along the south side of Old Hammock Road. According to the applicant, there is room along the frontages of the lots to construct a 4-foot sidewalk, but there is no existing sidewalk on the south side of Old Hammock Road to connect the sidewalk to. Eliminating the 4-foot sidewalk from Old Hammock Road is consistent with the previous Tract II subdivision phase that also does

not have sidewalks along the street. The sidewalk requirement was waived in the Sixth Amendment for Tract V which is also located on the south side of Old Hammock Road. Currently, the only sidewalk within the Bennett's Hammock PUD boundary is a shared sidewalk/bike path on the north side of Old Hammock Road that connects to Herbert Street and serves as the main pedestrian corridor.

Tree Preservation, Landscaping, and Buffers

The proposed development will comply with the landscaping and tree preservation requirements of the LDC, including perimeter landscape buffers and tree preservation. 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.

Perimeter landscape buffers a minimum five (5) foot wide are proposed along the east, west, and south sides of the property which are either proposed to remain natural or will be supplemented with additional plantings, and a ten (10) foot wide right-of-way buffer will be provided along Old Hammock Road outside of the single-family lots. The south buffer is included within an existing 25-foot wide drainage easement to the south and will remain natural. Three (3) specimen trees were identified on site. The 36" historic live oak and 18" specimen oak tree are proposed to be preserved and incorporated into the site design and a 24" elm tree is proposed to be removed and mitigated as per the requirements of 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. There is an area identified as wetlands at the southeast corner of the site. According to the applicant's environmentalist, the wetland area is isolated and has been impacted by construction of the adjacent drainage ditch and pond. The overall quality of the wetlands is poor and contains exotic vegetation. Approximately ±3,300 square feet is proposed to be impacted and will need to be mitigated as part of the subdivision plat and plans review, as per current Volusia County and LDC mitigation requirements.

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 will comply with the requirements of the City's LDC.

Stormwater Management

The stormwater drainage infrastructure for this project will be provided as generally depicted on the CDP. The existing drainage ditch within the southern 25-foot drainage easement and stormwater retention pond to the east are not proposed to be modified. The Seventh Amendment project area will be served by a new retention pond toward the south side of the subject property with a berm between the new and existing drainage areas. 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.

Architecture

The MDA proposes that the proposed single-family homes will be designed to be compatible with the existing single-family homes in Bennett's Hammock which are a mix of one-story and two-story detached residences. The proposed development does not have a specific builder at this time to provide proposed architectural renderings. The LDC exempts single-family homes from specific aesthetic requirements, but the homes will be required to be designed to be consistent and compatible with one another in terms of design as well as meet the provisions in the Florida Building Code.

Schools

Single-family subdivisions which are less than 10 lots are exempt from School Concurrency review. However, using the Volusia County School District's student generation rate, a total of two (2) students are anticipated to be generated by the proposed development.

Public Notice

A Public Notice sign was posted on the site on November 25, 2020. As of July 27, 2021, staff has received (9) phone calls or office visits requesting general information regarding the proposed PUD Amendment. Concerns included traffic, drainage, and increased density.

A neighborhood meeting was held by the applicant on February 23, 2021 at The Lakeside Center. According to the applicant's summary of the neighborhood meeting, questions from the residents that attended were regarding drainage, traffic, and the project's effect on their quality of life. 26 attendees were listed on the sign-in sheet. According to the applicant, the applicant and project engineer met with the residents that attended the March 2021 Planning Commission meeting to further discuss their concerns and reviewed the revised development plan. Staff was not included in this meeting as it was not required by the LDC.

Recommendation

Staff recommends approval of the Seventh Amendment to the Bennett's Hammock PUD Master Development Agreement and Conceptual Development Plan, subject to approval of the policy issue discussed in the staff report as requested by the applicant:

- Eliminate the required 4-foot wide sidewalks along the south side of Old Hammock Road.

Attachments

Exhibit 1 – Bennett's Hammock Seventh Amendment Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit 1)

Exhibit 2 – February 2021 Neighborhood Meeting Summary

EXHIBIT 2

SUMMARY OF NEIGHBORHOOD MEETING FOR SEVENTH AMENDMENT TO THE BENNETT'S HAMMOCK PLANNED UNIT DEVELOPMENT

A neighborhood meeting was held on February 23 at 6:00PM at the Lakeside Community Center to discuss a proposed amendment to the existing Bennett's Hammock Planned Unit Development for Parcel No. 6305-08-00-0030. The proposed amendment would allow for thirteen (13) townhomes in lieu of the existing assisting living entitlements. In attendance at the meeting were A. Joseph Posey of Stoch Law Firm, attorney for the developer; and Rick Dixon of Anderson-Dixon, LLC, engineer for project. Approximately 25 area residents and neighbors were in attendance. A sign-in sheet was provided, and a copy is enclosed with this summary.

Mr. Posey began by giving a presentation that explained existing conditions and entitlements for the property, and then proceeded to explain the proposed changes to the Bennett's Hammock Planned Unit Development. The highlights included the reduction of density and traffic, and the need for new construction in the areas. A full-size concept plan was on display before, during and after the meeting so that attendees could see a graphic depiction of the development. After finishing the presentation of the project, Mr. Posey opened the meeting to questions. The residents raised concerns about the drainage and traffic, and the project's effect on their quality of life. The questions included:

- How can you address the traffic situation on Herbert during school hours? What traffic improvements options are available? How will this project help the traffic situation?
- How are you ensuring that this project is compatible with the existing community?
- How are you addressing the drainage situation in the area? Will the project connect to the existing pond adjoining the development?
- Will the project have an HOA? How will enforcement be controlled? Will the project be contributing to the existing HOA?
- How will visual impacts be addressed?
- Why are you proposing townhomes as part of the project?
- How is this project an improvement versus what is currently entitled on the property?
- What is the process for approval and how many hearings will there be on this project?
- How much will individual townhomes cost?
- How will the existing wildlife be affected? What areas of the project are being preserved?
- What is the construction timeline for this project?
- How much buffer will be provided along Old Hammock Road?

Mr. Dixon addressed the design questions related to drainage and traffic. The question-and-answer session for the project continued for about an hour. All attendees were encouraged to contact Mr. Posey's office if they had any follow up questions or comments. Mr. Posey stated that he will investigate options to address concerns raised by the residents. The meeting ended approximately at 8:00 PM.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: No

SUBJECT: (G17) Approval of the Final Plat & Plans, Subdivision Variance, and Proportionate Fair-Share Agreement for the Woodhaven Subdivision, Phase 2 (Case No. 21-50000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Final Plat & Plans for the Woodhaven Phase 2 Subdivision, with the subdivision variance to waive the requirement to provide a trash compactor or dumpsters in the townhome portion of the Woodhaven Phase 2 Subdivision; and approve the Proportionate Fair-Share Agreement for the Woodhaven Phase 2 Subdivision, subject to review and approval by Volusia County of said Proportionate Fair-Share Agreement and authorize the City Manager to accept modifications requested by the county; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Planning Commission Action (7/22/21): Recommended Denial 3-3

The Applicant requests approval of the Woodhaven Subdivision (Phase 2). If approved, the Applicant proposes to subdivide ±209.9 acres into 229 single-family lots and 100 townhome lots, along with associated subdivision improvements. The subject property is located south and west of Williamson Boulevard, between I-95 and the Cypress Head subdivision. The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA). Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 329 residential lots.

The Proportionate Fair-Share Agreement (PFSA) has been prepared in conjunction with the subdivision plat and plans for the development of 229 single-family lots and 100 townhome lots (Phase 2) and to mitigate the impact of the new traffic generated from the residences. The Traffic Impact Analysis (TIA) completed by LTG, Inc. anticipates an additional 2,800 vehicle trips generated per day from Phase 2 onto the roadway network by 2026. The approved TIA requires a payment to mitigate the impact of the new traffic generated on the adjacent roadway network (see Exhibit B and C of the PFSA). The TIA was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by the City of Port Orange and Volusia County.

The variance being requested by the applicant is to waive the requirement to provide a trash compactor or dumpsters in the townhome portion of the subdivision. The Land Development Code (LDC) requires townhouses and multifamily developments to provide one standard dumpster pad and enclosed collection point for every 20 residential units or a trash compactor sufficient in size to serve the entire development. This requirement was added to the LDC in 2011 due to some concerns about possible visual clutter from the number of individual trash cans on smaller townhome lots (18'-wide) and an inefficient solid waste collection service. However, this has not turned out to be an actual problem in existing Port Orange developments or in other cities with developments similar to the proposed townhomes, but because it is an LDC requirement, the Applicant must request a variance to permit an alternative approach. The applicant has requested the subdivision variance to allow the townhome portion of this subdivision to be developed with individual curbside solid waste disposal rather than with the required trash compactor or dumpsters. In 2017, the same subdivision variance was approved for Woodhaven Phase 1 and there have not been any reported issues according to the City's solid waste provider (Waste-Pro).

The staff report is attached for more information. Here is a link to view the Subdivision Plat & Plans. These plans are also available upon request by calling the Community Development Planning Division at (386) 506-5601:

https://portorange.sharepoint.com/:b:/g/cd/EVhXiWo1edRNodSMyxQp8dEBoM_sdmbb-xjQ_Lblf1p9ag?e=AVSpUJ

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	CC Staff Report_Woodhaven_PH 2	CC Staff Report_Woodhaven_PH 2.pdf
2.	Woodhaven fsa 8-27-21	Woodhaven fsa 8-27-21.pdf

Penelope Cruz	Created/Initiated - 8/12/2021
Tim Burman	Approved - 8/19/2021
Shannon Balmer	Approved - 8/30/2021
Wayne Clark	Approved - 8/31/2021
Robin Fenwick	Final Approval - 9/1/2021



STAFF REPORT - REVISED

SUBDIVISION PLAT & PLANS /

WOODHAVEN, PHASE 2

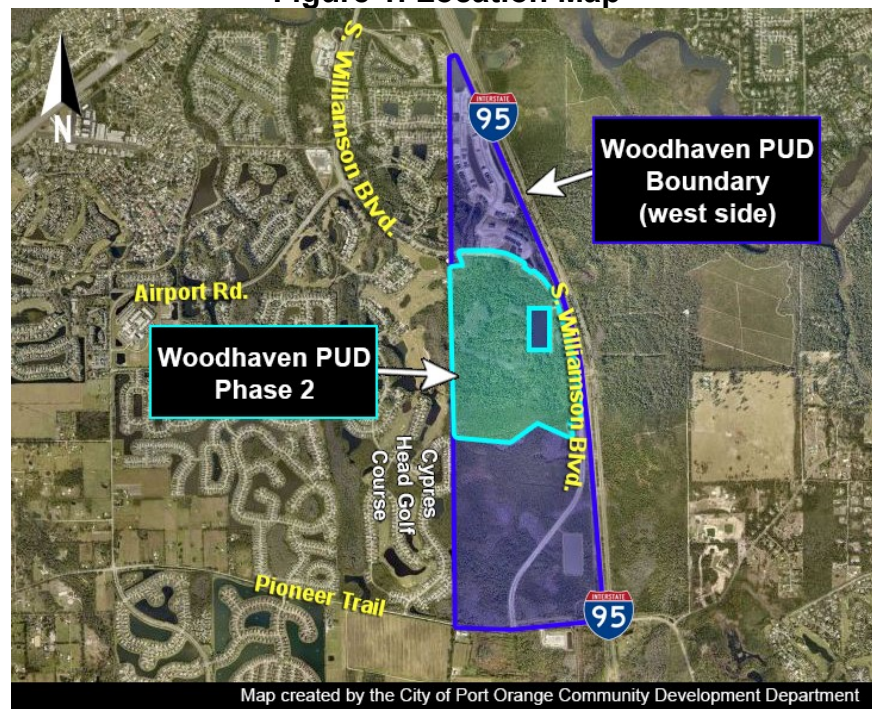
CASE NO. 21-50000001

REQUEST:	Approval of the Woodhaven Phase 2 Plat and Subdivision Plans, subject to approval of the subdivision variance to waive the requirement to provide a trash compactor or dumpsters in the townhome portion of the subdivision.
Location:	South and west of Williamson Boulevard, west of I-95 (see Figure 1)
Owner/Applicant:	CC Woodhaven, LLC
Staff Contact:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Denial 3-3 (July 22, 2021)
CITY COUNCIL DATE:	September 7, 2021

DISCUSSION

The Applicant requests approval of the Woodhaven Subdivision (Phase 2). If approved, the Applicant proposes to subdivide ± 209.9 acres into 229 single-family lots and 100 townhome lots, along with associated subdivision infrastructure improvements (Exhibit 1). The subject property is located south and west of Williamson Boulevard, between I-95 and the Cypress Head subdivision.

Figure 1. Location Map

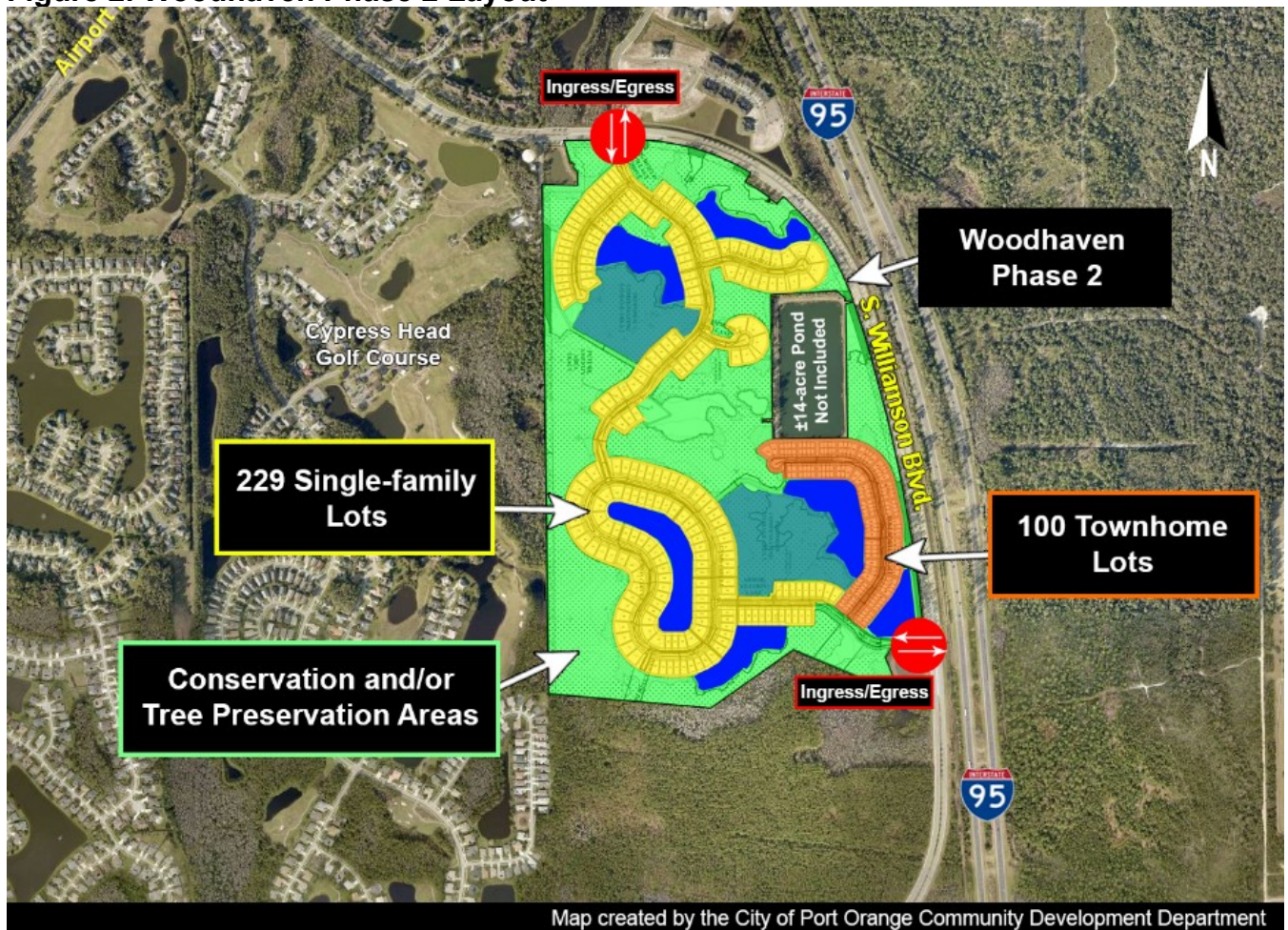


The subject property is currently vacant. It has been zoned Planned Unit Development (PUD) since 1997. The subject ± 209.9 -acre property's current Future Land Use designation is primarily *Rural Transition* (0-2 units/acre), with some areas being designated *Conservation* and *Suburban Residential* (2-4 units/acre).

The plat and subdivision plans have been designed according to the requirements of the Woodhaven PUD Master Development Agreement (MDA) and the City's Land Development Code (LDC). The subdivision will have access from Williamson Boulevard at two locations. Access from Williamson Boulevard and off-site roadway improvements on Williamson Boulevard is under Volusia County's jurisdiction. The following subdivision improvements will be constructed:

- Water and sewer infrastructure.
- Private, gated local streets within the subdivision (travel lanes, 5' sidewalks, and streetlights).
- Stormwater drainage infrastructure.
- Common Areas with Tree Conservation Easements for preservation.
- 50'-wide buffers along Williamson Boulevard and the western perimeter adjacent to the Cypress Head subdivision.

Figure 2. Woodhaven Phase 2 Layout



CONCURRENCY REVIEW

Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 329 residential lots (229 single-family lots and 100 townhome lots). The following discussion and table summarize the impacts the proposed development is expected to have on public facilities and services.

Table 1. Woodhaven Phase 2 Infrastructure Impact Assessment for 329 Residential Lots

Development Variable	Development Impact
Population ¹	741
A.M./P.M./Daily Peak Hour Trips ²	210/272/2,800
Sanitary Sewer (gallons per day) ³	52,640
Potable Water (gallons per day) ⁴	59,220
Stormwater Drainage ⁵	See note
Solid Waste (lbs. Per day) ⁶	2,378
Recreation & Open Space ⁷	
• Parkland	5.19
• Ball Fields	0.15
• Basketball Courts	0.19
• Multipurpose Courts	0.21
• Tennis Courts	0.19
• Neighborhood Centers	0.05

Table 1 Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Traffic Impact Analysis conducted by LTG, Inc. (7/12/21)
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit
4. Potable Water: 180 gallons per day per Equivalent Residential Unit
5. Solid Waste: 3.21 pounds per person 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:
 - Parkland: 7 acres per 1,000 persons (0.007 acres/person)
 - Ball Fields: 1 field per 5,000 persons (0.0002 ball fields/person)
 - Basketball Courts: 1 court per 4,000 persons (0.00025 basketball courts/person)
 - Multipurpose Fields: 1 field per 3,500 persons (0.0002857 multipurpose fields/person)
 - Tennis Courts: 1 court per 4,000 persons (0.00025 tennis courts/person)
 - Neighborhood Centers: 1 facility per 15,000 persons (0.0000666 neighborhood centers/person)

Water and Sewer

The City has available sanitary sewer and potable water capacity to accommodate the proposed 329-lot subdivision. All lots will be provided with stub-outs for utilities. The developer will construct potable water and sanitary sewer lines in accordance with the Land Development Code and the utility plan for this project. Irrigation will be provided through stormwater harvesting from the stormwater ponds within Phase 2.

Stormwater Drainage

The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without

causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

The stormwater treatment system for the subdivision consists of wet detention ponds and a dry retention pond. The system ultimately discharges to Spruce Creek, a nutrient impaired and Outstanding Florida Waterbody (OFW). The system is designed to attenuate the post-development peak rate of discharge to pre-development levels for the 24-hour, 25-year frequency storm event.

Recreation and Open Space

The City's adopted level-of-service for recreational facilities includes acreage of parkland, and number of ball fields, basketball courts, multi-purpose fields, tennis courts, and neighborhood centers. According to the City's 2020 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the anticipated additional population from this subdivision.

School Capacity

The Volusia County School District determined that the adopted level-of-service will be met, and capacity exists in the schools for the estimated students (75 full time students) to be generated by the proposed development (see Exhibit 3).

Transportation

According to the Woodhaven, Phase 2, Traffic Impact Analysis (TIA) prepared by LTG, Inc., the 229 single-family homes and 100 townhomes in Phase 2 are expected to generate 210 AM peak-hour, 272 PM peak-hour trips, and 2,800 daily trips. Similar to other developments within the City, the developer will be required to enter into a Proportionate Fair-Share Agreement (PFSA) with Volusia County and the City of Port Orange to pay for part of the improvements for any impacted areas.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed subdivision is consistent with the Woodhaven PUD Master Development Plan and Conceptual Development Plan that have already been determined to be consistent with the City's Comprehensive Plan. The overall Woodhaven PUD allows for a maximum of 1,338 dwelling units. If Phase 2 is approved, there would be 738 remaining residential dwelling units available to be developed within the Woodhaven PUD.

SUBDIVISION VARIANCE

The Land Development Code (LDC) requires townhouse and multifamily developments to provide one standard dumpster pad and enclosed collection point for every 20 residential units or a trash compactor sufficient in size to serve the entire development [LDC, Chapter 11, Section 7(a)]. This requirement was added to the LDC in 2011¹ due to some staff concerns about possible visual clutter from the number of individual trash

¹ Ordinance 2011-27

cans on smaller townhome lots (18'-wide) and inefficient solid waste collection service. However, this has not turned out to be an actual problem in existing Port Orange developments or in other cities with developments similar to the proposed townhomes, but because it is an LDC requirement, the Applicant must request a variance to permit an alternative approach. In 2017, the same subdivision variance was approved for Woodhaven Phase 1 and there have not been any reported issues according to the City's solid waste service provider (Waste-Pro).

The applicant has requested a subdivision variance to allow the townhome portion of this subdivision to be developed with individual curbside solid waste disposal rather than with the required trash compactor or dumpsters. Pursuant to LDC, Chapter 5, Section 8(b)(2), a variance may be requested from required improvements or design criteria. The variance may be granted by the City Council, upon recommendation of the Planning Commission.

Chapter 5, Section 8(b)(4) of the LDC, lists the review criteria used to determine whether a subdivision variance request should be granted. For a subdivision variance to be approved, the following criteria may be considered.

1. *Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.*

The requirement to provide one standard dumpster pad and enclosed collection point for every 20 residential units or a trash compactor for a townhome development is based on the 18 – 20-foot-wide townhome lots size allowed in the LDC. The lots sizes provided for the proposed townhomes in this development are generally 30 – 40 feet wide. The wider lot width creates a layout that functions more like detached single-family home development as opposed to a multi-family development. However, the requested variance is ultimately a matter of design choice and is not based on topographic or other physical conditions.

2. *Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.*

This proposed project is designed for a maximum of four units per building with each fee-simple lot having a two-car garage and full width driveway. According to the Applicant, the townhomes are more similar to detached single-family homes as opposed to a multi-family development. The Developer has constructed this exact product in Woodhaven Phase 1 as well as in Plantation Bay community in Ormond Beach. A photograph of the streetscape on garbage collection day in Woodhaven Phase 1 townhomes was provided by the Applicant (see Figure 3) to display the lack of objectionable clutter. Also, a letter from the City's solid waste service provider, Waste-Pro, has been provided indicating a willingness and ability to provide curbside pick-up service in this neighborhood similar to a single-family development.

Figure 3. Woodhaven Phase 1 Townhomes on Garbage Day



3. *Required services are already available to proposed lots without the construction of additional improvements.*

All required public utilities and services can be provided to all proposed lots through the proposed subdivision design. A letter from the City's solid waste service provider, Waste-Pro, has been provided indicating a willingness and ability to provide curbside pick-up service in this neighborhood similar to a single-family development (Exhibit 4).

4. *Levels of service can be reasonably provided through the site development plan review process or residential site plan review process for individual lots.*

The applicant will be able to provide the required services and meet the Level of Service standards for all homes in the subdivision through the proposed subdivision design.

5. *Other methods can be arranged to assure construction of improvements, eliminating the need for formal subdivision approval.*

The Applicant is not requesting a variance from the subdivision review process. The request is to be allowed to utilize curbside pick-up service for solid waste disposal rather than dumpsters or a trash compactor, so this criterion is not applicable to this request.

6. *The granting of a variance is consistent with the overall intent of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The intent of the Chapter 11 requirements of the LDC are to meet the level-of-service (LOS) requirements of the Comprehensive Plan and to provide adequate service capacities for individual projects. The solid waste LOS standard adopted in the Comprehensive Plan for residential development is: 3.21 pounds per capita per day and up to 1,350 residential units per curbside collection vehicle. A letter from the City's solid waste service provider, Waste-Pro, has been provided indicating a willingness and ability to provide curbside pick-up service in this neighborhood similar to a single-family development.

The specific requirement for townhome developments to provide dumpsters every 20 residential units or a trash compactor was added to the LDC due to some staff concerns about possible visual clutter from the number of individual trash cans on smaller townhome lots (18'-wide) and inefficient solid waste collection service. However, this has not turned out to be an actual problem in existing Port Orange developments or in other cities with developments similar to the proposed townhomes. The lots sizes provided for the proposed townhomes in this subdivision are generally 30 to 40 feet wide. The wider lot width creates a layout that function more like detached single-family home development as opposed to a multi-family development.

The granting of the requested variance will allow for the adequate provision of solid waste disposal and will not be injurious to the surrounding properties or detrimental to the public welfare.

Based on the review criteria above, staff recommends approval of the subdivision variance to allow the townhome portion of this subdivision to be developed with individual curbside solid waste disposal rather than with the required trash compactor or dumpsters.

RECOMMENDATION

Staff recommends approval of the final plat and plans for Woodhaven Phase 2, subject to approval of the subdivision variance to allow the townhome portion of the subdivision to be developed with individual curbside solid waste disposal.

ATTACHMENTS

- Exhibit 1 – Plat for Woodhaven Phase 2
- Exhibit 2 – Plans for Woodhaven Phase 2
- Exhibit 3 – School District Certificate of School Concurrency
- Exhibit 4 – Letter from Waste Pro

Staff Report Revised 8/11/21 to remove references to outstanding comments that were addressed after the Planning Commission meeting, and update the transportation section based on the final TIA.

EXHIBIT 3

Page 1 of 2



Scott Fritz, Ed.D.
Superintendent of Schools

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

February 11, 2021

ICI Homes
Richard Smith
2379 Beville Rd
Daytona Beach 32119

RE: Woodhaven Phase 2 – City of Port Orange
School Capacity Review #21-02-09-001-R

School Concurrency Determination Concurrency Letter

Dear Ms. Smith,

The District has reviewed the updated information for the residential project known as Woodhaven Phase 2, associated with 13.28+/- acres of property. The property is located at the intersection of S. Williamson Blvd. and Woodhaven Village Dr, located within the city limits of Port Orange. Information provided within the school concurrency application indicates the development activity will consist of two hundred twenty-nine (229) single family units and one hundred (100) townhomes.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family and (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGRs to the unit types in Table 1 below, we find the project could generate seventy-five (75) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	229	62.5
Multi Family Dwelling Unit	.127	100	12.7
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		75

The schools impacted by this development are Cypress Creek Elementary, Creekside Middle School, and Spruce Creek High School.

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 • FAX: 386/506-5056

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EXHIBIT 3

Woodhaven Phase 2 – City of Port Orange
February 11, 2021

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 19/20 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Cypress Creek Elementary	115%	813	0	108%	33	112%
Creekside Middle School	115%	1198	8	107%	19	108%
Halifax CSA (Spruce Creek HS)	120%	7326	300	100%	22	101%
Other					1	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students **will not** exceed the adopted LOS at the any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

If you should have additional questions or require more information, please feel free to contact me at extension 50709.

Sincerely,



Stephanie B. Doster
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steven Grube, Director of Planning and Construction
Penelope Cruz, City of Port Orange
Kiersta Hill, VCSB Planning Services Project File

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PHONE: 386/734-7190 • FAX: 386/506-5056

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EXHIBIT 3

Certificate of School Concurrency Volusia County School Board

Project Information	
Project Name	Woodhaven Phase 2
VCSB Project #	21-2-09-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6329-00-00-0059; 6332-00-00-0150; 6332-00-00-0090
Project Location:	S. Williamson Blvd & Woodhaven Village Dr.
# of residential units:	329, 229 Single Family, and 100 Townhomes
Residential Unit Type:	Single Family and Townhomes
Property Owner/ Purchaser:	CC Woodhaven LLC
Applicant/Agent Name:	ICI Homes – Richard D Smith

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	33	19	22	1	75
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Stephanie B. Doster
Coordinator, Planning

11 Feb 2021
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Woodhaven Phase 2

EXHIBIT 3

Created by Facilities Services
February 2021

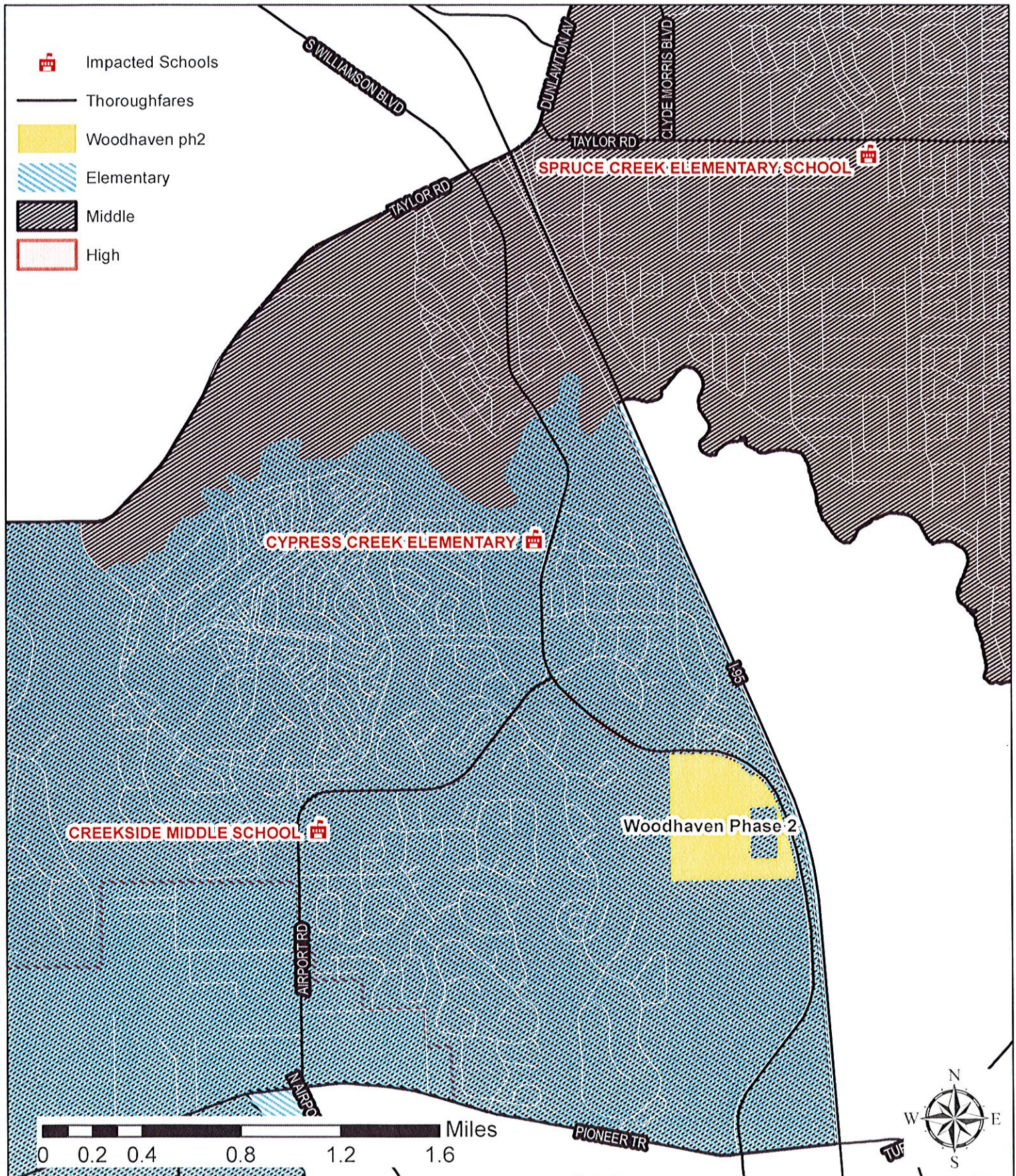


EXHIBIT 4



July 9, 2021

Mr. Mick Neals
Solid Waste Manager
City of Port Orange
Public Works Department
407 Virginia Ave.
Port Orange, FL 32129

Dear Mick,

I have reviewed the information concerning the second phase of the Woodhaven project and Waste Pro will be happy to provide curbside collection to this neighborhood provided each unit in the project is included in the City of Port Orange's single-family house count. We would thereby provide the following services to each unit within the Woodhaven Phase 2:

2X per week garbage collection (curbside – property owner supplies containers)

1X per week recycling collection (curbside – WP provides up to 3 recycling bins)

1X per week yard waste collection (curbside – property owner supplies containers and/or WP picks up loose debris per contract requirements)

We look forward to expanding our service for this neighborhood. If you need any additional information, please call

Sincerely

A handwritten signature in black ink, appearing to read "Ken DeForest", is written over a horizontal line.

Ken DeForest

Division Manager

cc. Beth Miller

WOODHAVEN PHASE II PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT is entered into by and between the following entities: **CC Woodhaven, LLC**, a Florida limited liability company whose address is 220 North Main Street, Gainesville, Florida 32601, ("Developer"); **City of Port Orange, Florida**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 2379 Beville, Daytona Beach, FL 32119.

WHEREAS, Developer is the owner of land generally located on along Williamson Boulevard, north of Pioneer Trail in Port Orange, Florida, otherwise identified as Woodhaven Pods A, B, C, D, and E in the Master Development Agreement for Second Amendment and Restatement to the Stanaki Planned Unit Development Agreement and Conceptual Development Plan OR Book 6939, Page 1453 and as graphically depicted in Exhibit A, attached hereto and made a part hereof by reference, (the "Property"); and

WHEREAS, Pod B of the Property has previously been approved by the City as Woodhaven Phase I; and

WHEREAS, Pods C and D of the Property has undergone subdivision plat and plan review by City of Port Orange to authorize the construction of 229 single-family lot and 100 townhome lots as Woodhaven Phase II ("Project"); and

WHEREAS, in connection with the subdivision plat and plan review for Woodhaven Phase II, a traffic impact analysis ("TIA") of the existing road network in the vicinity of the Property was performed on behalf of the Developer on August 25, 2021 in order to determine the availability of roadway capacity to serve the Property; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Pods A, B, C, D, and E; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) (2020) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlog failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the area of the development ("Impact Area") and payment for such site related improvements are set forth in this Agreement; and

WHEREAS, LTG Engineering & Planning, in a written memorandum, calculated a proportionate fair share for offsite traffic improvements based upon a maximum buildout of Pods A, C, D, and E of Four Hundred Fourteen (414) single family lots and One Hundred (100) town home lots; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the City and County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with Chapters 4 and 21 of the City's Land Development Code and Section 72 of the County's Land Development Code:

Proportionate Fair Share. For purposes of this Agreement, the amount of \$872,219.70 referred to herein as "Proportionate Fair Share" is calculated in **Exhibit B** for the five hundred and fourteen (514) units in Pods A, C, D, and E, attached hereto and made apart hereof by reference. The County Proportionate Fair Share for Woodhaven Phase II, Pods C and D shall be \$419,836.90. The Proportionate Fair Share due for each Pod shall be \$1,276.10 for each unit in that Pod due prior to the issuance of the final plat and plan approval letter by the City of Port Orange for said Pod. Therefore, the proportionate fair share payment for Woodhaven Phase II, Pods C and D to the County shall be \$419,836.90. The City Proportionate Fair Share for Woodhaven Phase II, Pods C and D shall be \$130,704.20 as shown in **Exhibit C**. The Proportionate Fair Share due for each Pod shall be based on the percentage of trips from a Pod. Therefore, the proportionate fair share payment for Woodhaven Phase II, Pods C and D to the City shall be \$130,704.20. The County and City Proportionate Fair Share payment required above shall be paid, prior to the issuance of the final plat and plan approval letter by the City of Port Orange for said Pod(s). Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Nothing contained herein shall be deemed to waive the requirements for final subdivision plat and plan approval or an issuance of a concurrency certificate under the City of Port Orange's Land Development Code. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the City or County, as applicable. Nothing herein is intended to alter, reduce or otherwise waive

Developer's right to receive impact fee or capacity credits in connection with the Proportionate Fair Share to the extent that Developer would be entitled to receive such credits. Subsequent to payments received by the City and County, Developer shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share to the County. County impact fee credits issued as detailed in Exhibit D. For purposes of road impact fee credits against the payment of the Proportionate Fair Share to the City, Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due pursuant to Section 11, Article II, Chapter 21 of the Land Development Code, City of Port Orange, Florida.

(a) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Owner acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

(b) City's Application of Proportionate Share. The parties intend that the City will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia or the City of Port Orange, whichever jurisdiction shall govern said improvements.
5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

9. Counterparts. 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 electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[THE REMAINDER OF THIS PAGELEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

By: _____

Witness 2

George Recktenwald, County Manager

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Russ Brown, Assist County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF PORT ORANGE
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Witness 2

Print Name of Witness 2

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021 by Donald O. Burnette and Robin L. Fenwick, Mayor and City Clerk, respectively, of The City of City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

Shannon K. Balmer, Assistant City Attorney

Signed, sealed and delivered in the presence of:

CC WOODHAVEN, LLC, a Florida
limited liability company

By: CC NORTH CENTRAL, LLC, A
Florida limited liability company
Its Managing Member

By: _____
Morteza Hosseini-Kargar, President

Printed Name of Witness 1

Date: _____

Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Morteza Hosseini-Kargar, President** of **CC NORTH CENTRAL, LLC**, Managing Member of **CC WOODHAVEN, LLC**, a Florida limited liability company referred to in this agreement as “Owner or Developer,” who is personally known or produced identification.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

_____, Attorney

Exhibit A

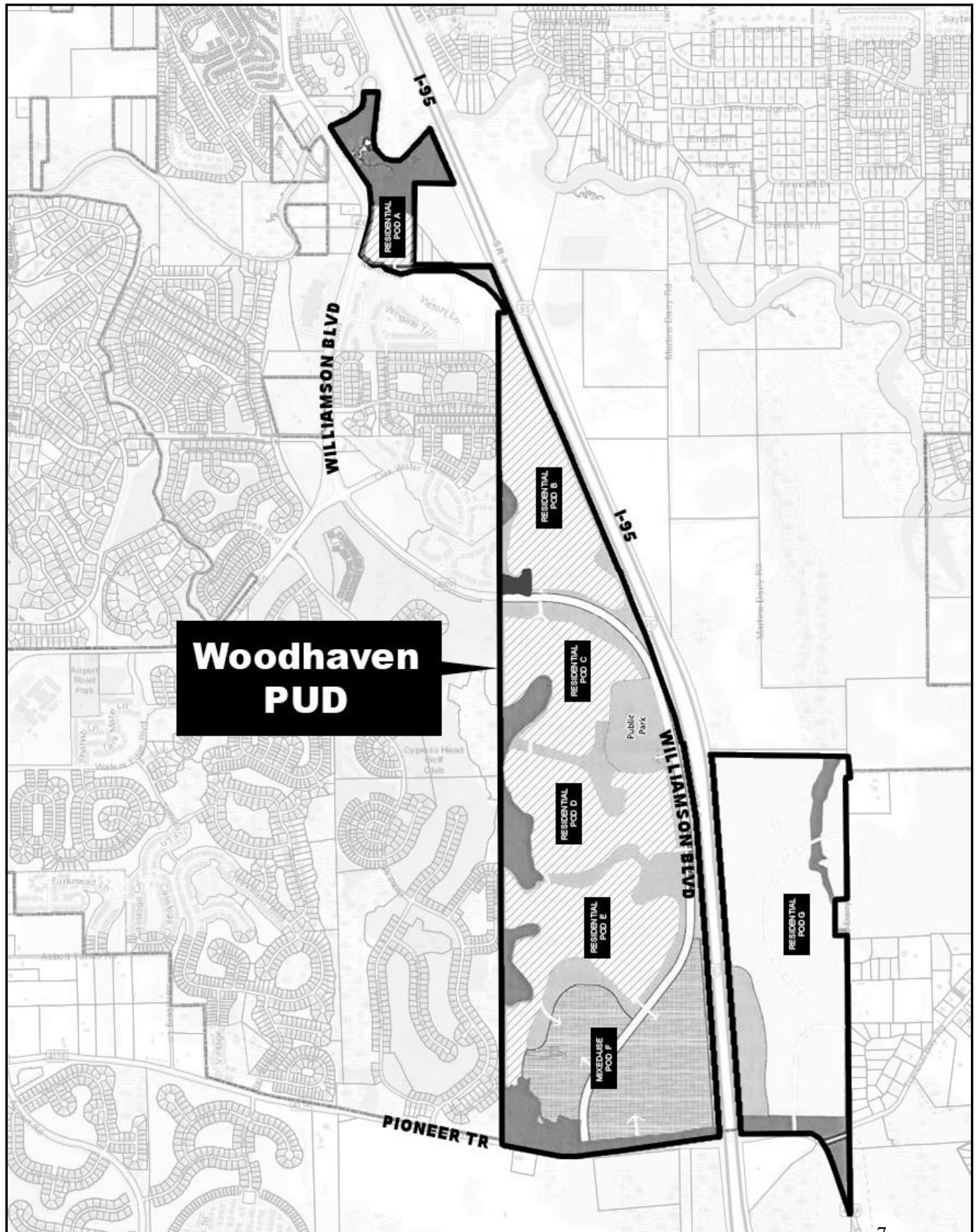


Exhibit B Volusia County Proportionate Share

Woodhaven Western Parent Tract (Phase 2) Proportionate Share Determination (including PE-CEI at 1.25)
Volusia County Proportionate Share Estimate

Roadway	Segment		FDOT/Volusia County Cost per Lane Mile ¹	Estimated Lane Length (mile)	Improvement	Base Improvement Cost	Additional Costs ²	Total Estimated Improvement Cost ³	Project Volume (less Pod B) (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	Project Share (d)=a/(c-b)	Proportionate Share
Taylor Rd.	Crane Lakes Blvd.	Summer Trees Rd.	Volusia County	0.74	Widen from 2-lanes to 4-lanes (urban)	\$5,520,842.00	\$300,000.00	\$5,481,778.85	1	1,540	3,410	0.05%	\$2,931.43
Sugar Mill Dr.	Pioneer Tr.	SR 44	Volusia County	1.30	Widen from 2-lanes to 4-lanes (rural)	-	-	\$9,750,000.00	0	1,230	3,410	0.00%	\$0.00
SR 44	I-95	Sugar Mill Dr. ²	\$6,450,932.14	0.50	Widen from 4-lanes to 6-lanes (rural)	\$3,225,466.07	-	\$3,225,466.07	20	3,580	5,390	1.10%	\$35,640.51
Pioneer Trail	Airport Rd	Williamson Blvd. ³	\$6,336,405.53	1.78	Widen from 2-lanes to 4-lanes (urban)	\$11,278,801.84	-	\$11,278,801.84	96	1,240	3,410	4.42%	\$498,970.04
Segment PS Subtotal:													\$537,541.98

Comments
Near Critical - Fails in BG
Vested Critical - Fails in BG
Vested Critical - Fails in BG

Off Site Intersections		Improvement	Improvement Costs	Additional Costs ²	Total Estimated Improvement Cost ³	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Group Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share
Williamson Blvd. at Pioneer Trail		Signalization	\$400,000.00	-	\$500,000.00	442	1,999	3,866	23.67%	\$118,371.72
Intersection PS Subtotal:										\$118,371.72

Comments

Woodhaven Western Parent Tract Grand Total Volusia County Proportionate Share Contribution: \$655,913.70

¹ Cost obtained from FDOT long Range Estimates (LRE) for improvement identified, unless otherwise stated.

² Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)

³ Includes Design & CEI (25%)

⁴ Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.

⁵ SR 44 widening from I-95 to Sugar Mill Drive cost per mile calculated \$18,062,610/2.80 = \$6,450,932.14; includes Design & CEI at 25%

⁶ Pioneer Trail widening from Airport Rd to I-95 cost per mile calculated \$13,750,000/2.17 = \$6,336,405.53; includes Design & CEI at 25%

City of Port Orange Proportionate Share Estimate

COPO Summer Trees Road Project PS	Lane Combination	Project Trips	Calculation Formula	Estimated Proportionate Share Contribution
Summer Trees Road Project	EL/WT/SL/NT	59	(Project Trips/860)*\$3,152,938.60	\$216,306.25

Lane Configuration Calculation:

Movement	EL	ET	WL	WT	NL	NT	SL	ST
Project Trips ⁴	0	0	44	0	2	8	0	13

Lane Combination:

EL/WT/SL/NT=	8
EL/WT/NL/ST=	15
WL/ET/SL/NT=	52
WL/ET/NL/ST=	59

⁴ Project Trips are based on Pods A, C-D, and E. Pod B (147 SFDU and 85 MFDU) project trips were included in previously calculated Proportionate Share.

Exhibit C City of Port Orange Proportionate Share

Exhibit C
Port Orange Proportionate Share Calculation

City of Port Orange Proportionate Share Estimate				
COPD Summer Trees Road Project PS	Lane Combination	Project Trips	Calculation Formula	Estimated Proportionate Share Contribution
Summer Trees Road Project	ELWTS/LNT	59	(Project Trips/80) * \$3,152,938.60	\$216,306.25

Lane Configuration Calculation:

Movement	EL	ET	WL	WT	NL	NT	SL	ST
Project Trips*	0	0	44	0	2	8	0	13

Lane Combination:

ELWTS/LNT=	8
ELWTS/NLST=	15
WLST/LNT=	52
WLST/NLST=	59

* Project Trips are based on Pods A, C-D, and E. Pod B (147 SF-DU and 85 MF-DU) project trips were included in previously calculated Proportionate Share.

City Proportionate Share
Amount for Woodhaven, Phase
2 (POD C and D)

PODS	Trips	Percentage	Child Tract Proportionate Share City of Port Orange
A, C-D, E	470	100%	\$216,306.25
A	22	5%	\$10,124.97
C-D	284	60%	\$130,704.20
E	164	35%	\$75,477.08

Exhibit D Impact Fee Credit Procedure



REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.
2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*
3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:

- Copy of your PFS check and receipt.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:

- Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.

EXHIBIT D



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management Department
Permit Center www.volusia.org/permitcenter
123 West Indiana Avenue, Room 203
DeLand, FL 32720-4604

TELEPHONE: DeLand (386) 736-5924, ext. 2087
Daytona Beach (386) 257-6000, ext. 2087
New Smyrna Beach (386) 423-3300, ext. 2087
FAX: (386) 943-7096 E-MAIL: permitctr@co.volusia.fl.us

Collection Zone _____ I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT/PROPERTY OWNER:

Andrew J. Orosz aorosz@hcpland.com
Name E-Mail Address
Hanover Beresford Woods, LLC/Hanover Land Company, LLC
Business Name
605 Commonwealth Ave.
Mailing Address
Orlando FL 32803
City State Zip
(407) 988-1403 () ()

Telephone Number

Fax Number

Answer the following questions on the subject property:

1. **Physical Address:** S. Spring Garden Ave.

City: DeLand, FL 32720

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** $\frac{7}{7} \frac{0}{0} \frac{1}{1} \frac{9}{9} - \frac{0}{0} \frac{0}{0} - \frac{0}{0} \frac{0}{0} - \frac{0}{0} \frac{1}{1} \frac{0}{0} \frac{0}{0}$
 $\frac{7}{7} \frac{0}{0} \frac{1}{1} \frac{9}{9} - \frac{0}{0} \frac{0}{0} - \frac{0}{0} \frac{0}{0} - \frac{0}{0} \frac{0}{0} \frac{9}{9} \frac{0}{0}$
 $\frac{7}{7} \frac{0}{0} \frac{2}{2} \frac{0}{0} - \frac{0}{0} \frac{0}{0} - \frac{0}{0} \frac{0}{0} - \frac{1}{1} \frac{0}{0} \frac{2}{2} \frac{0}{0}$

3. **List of Person(s) authorized to sign for this account:**

Andrew J. Orosz	_____	_____
Printed Name		Signature
_____	_____	_____
Printed Name		Signature
_____	_____	_____
Printed Name		Signature

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes ____ No ____

Additional Details: _____

Approved by (signature)

Tadd Kasbeer, P.E., County Engineer
Title

Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/7/2021

Consent item: Yes

SUBJECT: (H18) First Reading - Ordinance No. 2021-22 - Port Orange
Communications in Rights-of-Way Amendment

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-22.

SUMMARY: In 2018, the City Council adopted Ordinance No. 2018-13, to implement amendments to Florida Statutes, including the Florida Advanced Wireless Infrastructure Deployment Act ("Small Cell Statute"), codified at Section 337.401(7), Florida Statutes, that became effective July 1, 2018. Ordinance No. 2018-13, created the Port Orange Communications Rights-of-Way Ordinance, codified in Chapter 58, Article IV of the City Code of Ordinances, which regulates the processing of applications and installation of communications facilities in the City's public Rights-of-Way.

In 2019, Florida passed CS/CS/CS/SB 1000 ("SB 1000") which further amended Section 337.401, Florida Statutes, effective July 1, 2019. The proposed Ordinance amends the City Code consistent with the 2019 amendments to Florida Statutes.

Proposed changes set forth in the ordinance are summarized as follows:

- Definitions consistent with SB 1000 and adds definitions for "backhaul facilities," "extension of facilities," "request" and "smart technology;"
- Registration requirements including requiring renewals every five years;
- Permit requirements and exceptions to permits, and adds requirements for notice of work done without City permits and photographic and video documentation of all underground work;
- Application requirements and procedures including adding the statutory time frames for all applications and the distinction in the bases to deny various applications;
- Construction and bond requirements. With respect to the bond requirement, Ordinance No. 2018-13 imposed the requirement of a permanent performance bond in the form of a cash deposit or letter of credit, over industry's objection. This was in addition to a construction bond which the City may require for a particular permit application. The proposed Ordinance removes the requirement of a permanent performance bond.

-
- Development and Objective Design Standards, including requirements related to undergrounding utilities; and
 - Pass Through Provider Fees to add the ability for the City to require annual maps to ensure payments to the City are accurate.

The new Ordinance will apply to existing registrants 90 days after adoption, or when they apply for a new permit, whichever is earlier.

Project No.: NONE

Funding Account No.: NONE

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Ord. No. 2021-22	Ord. No. 2021-22.pdf
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Kynah Cockcroft	Created/Initiated - 8/11/2021
Julia Wiggins	Approved - 8/11/2021
Lynn Stevens	Approved - 8/20/2021
Matthew Jones	Approved - 8/23/2021
Wayne Clark	Approved - 8/27/2021
Robin Fenwick	Final Approval - 8/27/2021

ORDINANCE NO. 2021-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF PORT ORANGE BY AMENDING CHAPTER 58, ARTICLE IV, SECTIONS 58-70 – 58-80, KNOWN AS THE "PORT ORANGE COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE;" PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING REQUIREMENT OF A PERMIT; PROVIDING APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR BONDS; PROVIDING FOR CONSTRUCTION METHODS; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR FEES AND TAXES; PROVIDING ENFORCEMENT REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Port Orange ("City") staff periodically reviews City Ordinances and makes recommendations to the City Council to revise its Ordinances; and

WHEREAS, the City Council of the City of Port Orange has determined that the following amendments promote and protect the general health, safety and welfare of the residents of the City of Port Orange by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services; and

WHEREAS, this Ordinance seeks to address expressly new communications facilities and technologies, while also protecting, preserving, and maintaining the public safety and aesthetic characters of areas where such public rights-of-way exist; and,

WHEREAS, Section 337.401, Florida Statutes, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, rules and regulations imposed by a local government relating to communications service providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, Section 337.401(3)(g), Florida Statutes, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, in 2017, the Florida Legislature enacted and the Governor approved the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), *Florida Statutes* ("Small Cell Statute"); and

WHEREAS, the Small Cell Statute creates new requirements and allowances for local governments relating to the installation of utility poles in the public rights-of-way to collocate small wireless facilities, and the placement and maintenance of small wireless facilities and micro wireless facilities in the public rights-of-way; and

WHEREAS, the Small Cell Statute provides that a local government may adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements, objective design standards requiring a new utility pole intended to support the collocation of small wireless facilities that replace an existing facility to be of substantially similar design, material, and color, and reasonable spacing requirements concerning the location of ground-mounted equipment; and

WHEREAS, the Small Cell Statute also provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, municipal liability, and municipal warranties provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, the City Council adopted Ordinance No. 2018-13 on August 7, 2018, to implement the Small Cell Statute; and

WHEREAS, in 2019, the Florida Legislature enacted and the Governor approved CS/CS/CS/SB 1000 ("SB 1000"), amending Section 337.401, Florida Statutes, including portions of the Small Cell Statute; and

WHEREAS, it is the City Council's intent to exercise its authority over the placement and maintenance of communications facilities in its rights-of-way to the full extent consistent with applicable state and federal law; and

WHEREAS, it is the City Council's further intent to treat each such communications services provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority to the extent consistent with applicable law; and

WHEREAS, the city's rights-of-way are essential for the travel of persons and the transport of goods throughout the city and are a unique and physically limited resource requiring proper management by the city in order to ensure public safety, maximize efficiency, minimize costs to city taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, a duly noticed public hearing as required by law was held by the City Council of the City of Port Orange, at which public hearing all residents and interested persons were given an opportunity to be heard; and

WHEREAS, the City Clerk submitted notice of the first hearing on this proposed Ordinance to the Florida Secretary of State, consistent with Section 337.401(3)(d), Florida Statutes; and

WHEREAS, the City Council has reviewed the regulations set forth in this Ordinance and has determined that such regulations are consistent with the city's plans.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. The City Council hereby amends Chapter 58, Article IV, entitled "Communications Facilities in Public Rights-Of-Way;" Sections 58-70 through 58-80 of the Code of Ordinances, City of Port Orange, Florida, to read as follows¹:

Chapter 58 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE IV. – COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 58-70. - Short title.

This Ordinance shall be known and may be cited as the "Port Orange Communications Rights-of-Way Ordinance."

Sec. 58-71. Intent and purpose; Applicability; Authority to Implement.

(a) Intent and purpose.

It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement and maintenance of communications facilities in the public rights-of-way within the city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including the United States and Florida Constitutions, F.S. § 337.401, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996, the Spectrum Act, FCC regulations, and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of this section; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

(b) Applicability.

This Article shall apply to all facilities for communications services placed or maintained in the city public rights-of-way pursuant to Section 337.401, F.S., including but not limited to any person holding a certificate of franchise authority pursuant to Section 610.103, Florida Statutes, communications services providers, pass-through providers, and wireless providers. To the extent not prohibited by applicable law, this Ordinance shall apply to all applications pending at the time of adoption of this Ordinance, to place or maintain communications facilities in the public rights-of-way. Persons seeking to place or maintain communications facilities on private property or other property to which the city, any municipality, Volusia County, Volusia County School Board, State of Florida, or federal government has a fee-simple or leasehold interest in real property, not within and exclusive of the public rights-of-way, located within the jurisdictional boundaries of the city shall comply with the applicable provisions of Chapter 16, Section 9 of the Land Development Code, to the extent it applies, unless such property is addressed expressly in this Article. This Article is not applicable to communication facilities outside the public rights-of-way, unless addressed expressly herein. Pursuant to this Article, a person may be authorized to place or to maintain small wireless facilities, micro wireless facilities, ~~or~~ utility poles for collocation of small wireless facilities, fiber, coaxial cable, and backhaul facilities in the city public rights-of-way. Wireless support structures, telecommunications towers and other wireless facilities, including but not limited to an antenna that is not part of a small wireless facility or micro wireless facility, shall not be allowed to be placed or maintained in the public rights-of-way, to the extent not inconsistent with applicable law. This Article applies to the placement of conduit, fiber or cable for the purpose of providing backhaul or communications service. Consistent with Section 337.401, *Florida Statutes*, this Article applies to a cable or video service provider that has been issued and holds a certificate of franchise authority from the Florida Department of State pursuant to Section 610.103,

¹ Words ~~stricken through~~ are intended to be deleted; words underlined are intended to be added.

Florida Statutes, that places or maintains a cable system or wireline facilities in the city's public rights-of-way. Rules or regulations imposed by the city relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way shall be generally applicable to all providers of communications services, to the extent federal or Florida law does not require different treatment. Florida law requires that the city's rules and regulations take into account the distinct engineering, construction, operation, maintenance, public works, and safety requirements of the provider's facilities. Accordingly, in the exercise of the city's authority, as required by Florida law, this Ordinance provides different regulations applicable to various communications facilities. This Ordinance does not apply to electric utility poles for an electric transmission or distribution system located in the city public rights-of-way pursuant to a valid franchise agreement with the city. However, collocation of small wireless facilities on such utility poles and any utility poles not for an electric transmission or distribution system placed or maintained by a city franchised utility in the public rights-of-way will be governed by the applicable provisions of this Ordinance. Ordinances approving a franchise agreement and a valid franchise agreement with an electric utility shall remain in full force and effect, notwithstanding any provision of this Ordinance. This Article shall not apply to ~~wireless communications~~ facilities owned by the city or to communications facilities owned by a person, including an electric cooperative, to the extent such facilities are utilized solely on an internal, non-commercial basis by said person.

- (1) This Article implements *inter alia*, Section 337.401, Florida Statutes, as amended, including the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S. ("Small Cell Statute"). By adopting this Article, the city does not waive any rights ~~with respect to the Small Cell Statute~~ including any rights that may exist under federal law, the Florida Constitution and the U.S. Constitution. In the event ~~the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), is repealed, amended, or overturned by a court of competent jurisdiction, or preempted by applicable federal law or regulation, in whole or in part, provisions of this Article may no longer apply, in which case pending and future applications or requests for small wireless facilities or utility poles intended to support the collocation of small wireless communications facilities in the public rights-of-way,~~ will be governed by applicable law. In addition, permits issued pursuant to this Article may be suspended or revoked, and facilities installed pursuant to permits issued pursuant to this Article or without permits as authorized by this Article may be required to be removed at the facility owner's expense, to the extent consistent with applicable law. It is the city's intent not to create any vested rights in placing and maintaining communications facilities addressed in the Small Cell Statute in the public rights-of-way as a result of this Article or any permit issued pursuant to this Article, to the extent not inconsistent with applicable law.
- (2) To the extent any provision of this Article conflicts with the Code of Ordinances or Land Development Code of the City of Port Orange, including but not limited to Chapter 58, Article II, Sections 58-32 to 58 – 41, this Article shall control.
- (3) This Article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this Article, all pending applications for permits subject to this Article, and all existing communications facilities placed in the public rights-of-way prior to the effective date of this Article, to the full extent permitted by state and federal law. A person with existing communications facilities in the public rights-of-way shall comply with this Article by the earlier of the following: ninety (90) days from the effective date of this Article or prior to submitting an application for a permit pursuant to this Article. This provision shall not require the removal or alteration of existing communications facilities placed or maintained in the public rights-of-way pursuant to a previously issued permit or otherwise lawfully installed prior to the effective date of this Ordinance unless such

facilities are abandoned or otherwise required to be altered or removed by the city manager, or pursuant to enforcement of this Ordinance or applicable law.

(4) **Reservation of rights.** The city reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.

(c) **Authority to implement Article.** The city manager is authorized to adopt, to modify, and to repeal rules and regulations, not inconsistent with this Article, to carry out the intent and purposes of this Article.

Sec. 58-72. Definitions. For the purposes of this Article, the following terms, phrases, words and derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined in this Article or in any permit that may be granted pursuant to this Article shall be given the meaning set forth in the Communications Act of 1934, 47 U.S.C. §151 *et seq.*, as amended or the Spectrum Act, 47 U.S.C. §1455(a) (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes; and, if not defined by Florida Statutes, as defined in the code, and if not defined in the code, shall be construed to mean the common and ordinary meaning.

ABANDONMENT OR ABANDONED. The cessation of all uses of a communications facility for a period of one hundred eighty (180) or more consecutive days provided this term shall not include the cessation of all use of a communications facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the communications facility. By way of example, cessation of all use of a cable within a conduit, where the conduit continues to be used for some purpose or use accessory to the communications facility, shall not be *Abandonment* of a communications facility. A wireless infrastructure provider's failure to have a wireless service provider provide service through a small wireless facility collocated on a utility pole within nine (9) months after the application is approved in accordance with Section 337.401(7)(j), F.S., shall constitute abandonment. The terms Abandonment or Abandoned are not intended to include a dropped line from a potential or existing customer in the event the communications services provider reasonably anticipates future use of the dropped line.

ABUT. When used in conjunction with a lot or parcel of land or public right-of-way, means a lot or parcel of land or public right-of-way that shares all or a part of a common lot line or boundary line with another lot or parcel of land or public right-of-way.

ADJACENT PROPERTIES OR PROPERTIES ADJACENT. (i) Those lots or parcels of land that abut another lot or parcel of land or public right-of-way that is contiguous to a communications facility site or proposed site and (ii) the lots or parcels of land or public right-of-way that would be contiguous to lots or parcels or public rights-of-way but for an intervening local or collector roadway.

ANTENNA. Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

APPLICABLE CODES. Uniform building, fire, electrical, plumbing, or mechanical current codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, including, but not limited expressly to the Florida Building Code, National Electrical Code, FDOT Greenbook, National Electrical Safety Code, 2010⁷ Edition of the Florida Department of Transportation Utility Accommodation Manual, the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended, and city codes or ordinances, and standards and regulations, to the extent not inconsistent with the 2017 edition of the FDOT Utility Accommodation Manual and Florida law~~adopted to implement Section 337.401, Florida Statutes, including but not limited to this Article. The term includes objective design standards adopted by this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design,~~

~~material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived by the city upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense.~~

APPLICANT. A registrant who submits an application ~~for a permit to locate a communications facility or utility pole within the public rights-of-way.~~

APPLICATION. A request submitted by an applicant to the city for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility in the public rights-of-way ~~any request pursuant to this Article.~~

ARTICLE. This Ordinance or Article.

AS-BUILT PLANS. A set of final and complete drawings in a format as specified by the city submitted upon completion of a project, signed and sealed by a licensed engineer professional surveyor or mapper ~~as defined in Section 472.005, F.S.,~~ that reflects all changes made during the construction process, and shows the exact dimensions, geometry and location of all elements of the work completed under the permit.

AUTHORITY. The city to the extent it has jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation rights-of-way under the jurisdiction and control of the department, which are excluded from this Section.

AUTHORITY or CITY UTILITY POLE. A utility pole owned by the city in the public right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

- (a) A retirement community that:
 - (i) Is deed restricted as housing for older persons as defined in Section 760.29(4)(b), Florida Statutes.
 - (ii) Has more than 5,000 residents; and
 - (iii) Has underground utilities for electric transmission or distribution.

BACKHAUL FACILITIES. A physical transmission path, all or part of which is within the public rights-of-way controlled by the city or any government entity, used for the transport of communications data by wire or fiber from a wireless facility to a network. A Backhaul Facility may also consist of an antenna, including a microwave antenna, installed in the public rights-of-way pursuant to a permit, used for the transport of communications data wirelessly from a wireless facility to a network.

BELOW-GRADE COMMUNICATIONS FACILITY. Communications facilities, including manholes or access points, that are entirely contained below grade within the public rights-of-way.

CITY. The City of Port Orange, Florida, a municipal corporation of the State of Florida, in its present form or in any later reorganized, consolidated, or enlarged form.

CITY MANAGER. The City of Port Orange, Florida, city manager or his/her designee.

CLEAR ZONE. Consistent with the latest edition of the FDOT Greenbook and applicable codes ~~Florida Department of Transportation Index,~~ the roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. ~~This area may consist of a shoulder, recoverable slope, non-recoverable slope, clear runout area, or combination thereof. The width of the clear zone is dependent upon the traffic volumes and speeds, and on the roadside geometry.~~

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does

not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

COMMUNICATIONS FACILITY or FACILITY or SYSTEM. Any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, wireless facilities, wireless support structure, wireline backhaul facilities, small wireless facilities, micro wireless facility, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. A utility pole intended for collocation of a small wireless facility shall be considered a facility for purposes of this Article.

COMMUNICATIONS SERVICES. The transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, including wireless services, regardless of the protocol used for such transmission or conveyance, and shall also include cable service and video service as defined in F.S. §§610.103(1) and (11).

COMMUNICATIONS SERVICES PROVIDER. Any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way, or a wireless infrastructure provider.

COMMUNICATIONS SERVICES TAX. The local communications services tax authorized to be levied and collected by counties and municipalities upon communication service providers for communications services, pursuant to Section 202.19, F.S. as amended.

CONSOLIDATED PERMIT APPLICATION. A single permit application that would otherwise require individual permit applications for the collocation of between two (2) and thirty (30) small wireless facilities to existing structures within the public rights-of-way.

EXCAVATE or EXCAVATION. Consistent with the definition contained in Section 556.102(6), F. S., as it may be amended, any manmade cut, cavity, trench, or depression in the earth's surface, formed by removal of earth, intended to change the grade or level of land, or intended to penetrate or disturb the surface of the earth, including land beneath the waters of the state, as defined in Section 373.019(22), F.S., and the term includes pipe bursting and directional drilling or boring from one point to another point beneath the surface of the earth, or other trenchless technologies.

EXTENSION OF EXISTING FACILITIES or EXTENSION. Those extensions of conduit, fiber and/or cable from the public rights-of-way into a customer's private property for purposes of placing a service drop or those extensions from the public rights-of-way into a utility easement to provide service to a discreet identifiable customer or group of customers. An extension of facilities from the public rights-of-way to a utility easement to provide service to an identifiable customer shall continue to constitute an extension if the communications services provider seeks to provide communications service to other customers from the same easement.

FCC. The Federal Communications Commission.

FLORIDA BUILDING CODE. The Florida Building Code promulgated under Chapter 553, Florida Statutes and includes the applicable amendments thereto as both may be amended from time to time.

FLORIDA GREENBOOK. The latest edition of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.

FORCE MAJEURE EVENT. A cause or event not within a person's control that shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a person's control, and thus not constituting a force

majeure event for purposes of this Article, shall include, without limitation, the financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of person's directors, officers, employees, contractors or agents.

GRAFFITI. Any inscriptions, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any communications facility whether or not authorized by the registrant of the communications facility. A wrap shall not be considered graffiti.

HISTORIC PROPERTY. Any prehistoric or historic district, site, building, structure as defined in Chapter 2, Section 2 of the city's Land Development Code, as it may be amended, or object or other real or personal property, of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the city.

HOMEOWNERS' ASSOCIATION. An incorporated association whose members consist of owners of single-family homes or condominium units that manage or control property owned by the association.

IN PUBLIC RIGHTS-OF-WAY or IN THE PUBLIC RIGHTS-OF-WAY. In, on, over, under or across the public rights-of-way.

LICENSED ENGINEER. A Florida registered professional engineer, or person who is exempt from such registration requirements as provided in F.S. § 471.003.

LOT. A designated parcel of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon as a unit.

MICRO WIRELESS FACILITY. A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

PARCEL. Any piece of real property that has a single parcel identification number assigned to it by the Volusia County Property Appraiser.

PASS-THROUGH PROVIDER. Any person, as defined in Section 337.401(6)(a)1., Florida Statutes, who places or maintains a communications facility in the public rights-of-way and who does not remit taxes imposed by the city pursuant to Chapter 202, F.S., as amended. A pass-through provider can also be a wireless infrastructure provider as defined herein, and/or an owner of a communications facility pursuant to this Article.

PERMIT. The public right-of-way permit that must be obtained before a person may construct any new improvement, or to dig up, break, excavate, tunnel, or otherwise undermine or destroy the ground or any street, sidewalk, bike path, drainage pipe, utility line or any other improvement in the public right-of-way ~~and shall include, but not be limited to, right of way engineering and construction permits issued by the city.~~

PERSON. Shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, but shall not include the city.

PLACE OR MAINTAIN or PLACEMENT OR MAINTENANCE or PLACING OR MAINTAINING. To erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is **PLACING OR MAINTAINING** the facilities. To the extent required by applicable law, a party providing service only through resale or only through use of a third party's unbundled network elements is not **PLACING OR MAINTAINING** the

communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way is not **PLACING OR MAINTAINING** facilities in the public rights-of-way.

PROFESSIONAL SURVEYOR or MAPPER. A person who is registered in Florida to engage in the practice of surveying or mapping.

PSC. The Florida Public Service Commission.

PUBLIC RIGHTS-OF-WAY. A public right-of-way, public easement, highway, street, bridge, tunnel, waterway, dock, wharf, court, lane, path, or alley, or any other way for which the city is the authority that has jurisdiction and control and may lawfully grant access to such property, pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. **PUBLIC RIGHTS-OF-WAY** shall not include private property. **PUBLIC RIGHTS-OF-WAY** shall not include any real or personal city property except as described above, and shall not include city parks, buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the **PUBLIC RIGHTS-OF-WAY**.

REGISTRANT or FACILITY OWNER. A communications services provider or other person that has registered with the city in accordance with the provisions of this Article.

REGISTRATION and REGISTER. The process described in this Article whereby a communications services provider provides certain information to the city.

REQUESTER. A person who submits a request pursuant to this Ordinance.

REQUEST. Any request other than an Application submitted by a person, associated with the placement or maintenance of a communications facility other than the collocation of a small wireless facility or utility pole for the collocation of a small wireless facility in the public rights-of-way. A Request includes, but shall not be limited to, a request for approval of a registration, a request to place or maintain a communications facility other than the collocation of a small wireless facility or utility pole for the collocation of a small wireless facility in the public rights-of-way and includes for example, but is not limited to, a permit to construct cable, fiber, conduit, backhaul facilities, pedestals, or a support structure that does not constitute a utility pole for the collocation of a small wireless facility in the public rights-of-way.

SHROUD. A covering or enclosure of equipment associated with a small wireless facility, other than the antenna, collocated on an existing structure or wireless support structure.

SIGNAGE. Any display of characters, ornamentation, letters or other display such as, but not limited to, a symbol, logo, picture, or other device used to attract attention, or to identify, or as an advertisement, announcement, or to indicate directions, including the structure or frame used in the display. The term Signage shall not include identification of the owner and contact information of the wireless facility provider or utility pole, or identification of wires, cables, etc. necessary to aid in safety or hazard work or maintenance or repair work of the communications facility.

SMALL WIRELESS FACILITY. A wireless facility that meets the following qualifications:

- (a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

SMART TECHNOLOGY. The city's present and future technology to support the city's smart technology initiatives, including but not limited to, sensors and smart lights, fiber, CCTV cameras, digital signage, data sharing with traffic applications, smart solar-powered charging stations, emergency alert applications and other initiatives over time.

STEALTH DESIGN. A method of camouflaging any tower, antenna or other communications facility, including, but not limited to, supporting electrical or mechanical equipment, or utility pole which is designed to enhance compatibility with the surrounding neighborhood and be as visually unobtrusive as possible.

SURROUNDING NEIGHBORHOOD. The area within a five hundred (500) foot radius of a communications facility site or proposed communications facility site.

UTILITY. Any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities; pole lines; poles; railways; ditches; sewers; water, heat, or gas mains; pipelines; fences; gasoline tanks and pumps; or other structures referred to in Florida Statutes Sections 337.401, 337.402, 337.403, and 337.404 as the "utility."

UTILITY POLE. A pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

WIRELESS FACILITY. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including on-site radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise ~~otherwise~~ not immediately adjacent to or directly associated with a particular antenna.

WIRELESS INFRASTRUCTURE PROVIDER. A person who has been certificated under Chapter 364, Florida Statutes, to provide telecommunications service or under Chapter 610, Florida Statutes, to provide cable or video services in the state, and such person's affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

WIRELESS PROVIDER. A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES. Any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

WIRELESS SERVICES PROVIDER. A person who provides wireless services.

WIRELESS SUPPORT STRUCTURE. A freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than five (5) feet in height.

WRAP. An aesthetic covering depicting artistic or scenic imagery. Imagery in a wrap may not contain any advertising.

Sec. 58-73. Registration For Placing Or Maintaining Communications Facilities in the Public Rights-Of-Way.

- (a) — All persons, including, but not limited to a communications services provider, pass-through provider, or wireless ~~infrastructure~~ provider, seeking to place or maintain a communications facility, backhaul facility, utility pole for collocation of a small wireless facility, or wireless support structure in public rights-of-way in the city pursuant to this Article shall ~~first register~~ maintain an effective registration with the city in accordance with this Article before being eligible to receive a permit. Subject to the terms and conditions prescribed in this Article and approval of a permit, if required, a registrant may place or maintain a communications facility in public rights-of-way. A communications services provider, pass-through provider, or wireless ~~infrastructure~~ provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this Article has ninety (90) days from the effective date of this Article to comply with the terms of this Article, including, but not limited to obtaining an effective registration, or be in violation thereof. Persons installing or maintaining wireless communications facilities pursuant to city Land Development Code Ch. 16, Sec. 9, as it may be amended, who do not maintain communications facilities in the public rights-of-way are not required to maintain an effective registration.
- (ba) Requirements for an effective registration. A person that ~~desires to place or maintains a~~ desires to place or maintains a communications facility, ~~including but not limited to backhaul facilities and an infrastructure provider that seeks to apply to install a utility pole for collocation of a small wireless facility in the public rights-of-way in the city shall file an original registration, or if authorized by the city a digitally signed electronic registration, along with two complete copies with the city manager that shall include the following information:~~ including but not limited to backhaul facilities and an infrastructure provider that seeks to apply to install a utility pole for collocation of a small wireless facility in the public rights-of-way in the city shall file an original registration, or if authorized by the city a digitally signed electronic registration, along with two complete copies with the city manager that shall include the following information:
- (1) Name of the registrant;
 - (2) Name, address and telephone number of the registrant's primary contact person in connection with the registration and name, address, telephone number and email addresses of the registrant's primary contact person in the event of an emergency or issue involving its facilities, which shall be monitored 24 hours per day, 7 days per week.
 - (3) ~~The type of communications services that the registrant provides or intends to provide within the city (if more than one, state all that apply), or, if none, indicate that the registrant is a communications facility provider, wireless infrastructure provider, or A statement as to whether the registrant is a pass-through provider in the city as defined herein as the case may be, and whether the registrant currently remits or intends to remit Communications Service Tax, as authorized in Ch. 202, F.S.;~~ The type of communications services that the registrant provides or intends to provide within the city (if more than one, state all that apply), or, if none, indicate that the registrant is a communications facility provider, wireless infrastructure provider, or A statement as to whether the registrant is a pass-through provider in the city as defined herein as the case may be, and whether the registrant currently remits or intends to remit Communications Service Tax, as authorized in Ch. 202, F.S.;
 - (4) Evidence of the insurance coverage required under this Article;
 - (5) Acknowledgment that registrant has received and reviewed a copy of this Article;
 - (6) ~~A copy showing the number of the registrant's certificate of authorization, public convenience and necessity, or other similar certification or licenses issued by the Florida Public Service Commission, the Florida Department of State, or the FCC, or other federal authority. A copy of federal or state certification authorizing the registrant to provide communications services, if any; and~~ A copy showing the number of the registrant's certificate of authorization, public convenience and necessity, or other similar certification or licenses issued by the Florida Public Service Commission, the Florida Department of State, or the FCC, or other federal authority. A copy of federal or state certification authorizing the registrant to provide communications services, if any; and
 - (7) ~~The registrant's federal employer identification number. If the registrant is a corporation, proof of authority to do business in the State of Florida, including the number of the corporate certification; and~~ The registrant's federal employer identification number. If the registrant is a corporation, proof of authority to do business in the State of Florida, including the number of the corporate certification; and

- (8) ~~A permanent performance bond to guarantee compliance in accordance with this Article.~~

(eb) Insurance.

- (1) Registrant shall obtain, provide, pay for and maintain satisfactory to the city, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida and having a rating in Best's Insurance Guide of A or better, or having a rating acceptable to the city. All liability policies shall provide that the city is an additional insured in the endorsement. The required coverages must be evidenced by properly executed certificates of insurance forms that the registrant shall provide to the city. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Thirty-days advance written notice by registered or certified mail must be given to the city of any cancellation, intent not to renew, or reduction in the policy coverages. In addition to the certificate of insurance, the registrant shall provide a copy of the insurance policy, if requested by the city. A provider of communications services may add the city to any existing insurance policy and the city shall accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the city is a party.
- (2) The limits of coverage of insurance required shall be not less than the following:
- i. Worker's compensation and employer's liability. Insurance employer's liability: Florida statutory requirements.
 - ii. Comprehensive general liability. Bodily injury and property damage: \$3,000,000 combined single limit each occurrence. Said coverage shall not exclude contractual liability, products/completed operations, independent or contractors.
 - iii. Automobile liability. Bodily injury and property damage: \$3,000,000 combined single limit each accident.
 - iv. Umbrella or excess liability. Registrant may satisfy the minimum limits required above for either commercial general liability, business auto liability and employer's liability coverage under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability or employer's liability. The city shall be specifically endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.
 - v. Self-insurance. Registrant may satisfy the insurance requirements and conditions of this division under a self-insurance plan and/or retention if acceptable to the city in its sole discretion based on the city's evaluation of the registrant's ability to comply with the code. Registrant agrees to notify the city, and/or indicate on the certificate(s) of insurance when self-insurance is relied upon or when a self-insured retention meets or exceeds \$100,000. The city reserves the right, but not the obligation, to request and review a copy of the registrant's most recent annual report or audited financial statement, which the registrant agrees to furnish for the purpose of determining the registrant's financial capacity self-insure.
- (3) Right to review. City, by and through its risk manager, reserves the right to review, modify, reject or accept any required policies of insurance or self-insurance, including limits, coverages, or endorsements herein from time to time throughout the life of this Article. City reserves the right, but not the obligation, to review and reject any insurer or self-insurer providing coverage because of its poor financial condition or failure to operate legally.

- (4) This Article shall not be construed to affect in any way the ~~city's~~City's rights, privileges and immunities as set forth in F.S. §768.28. Insurance under this Article shall run continuously with the presence of the registrant's facilities in the public rights-of-way, and any termination or lapse of such insurance shall be a violation of this Article and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, require increased or decreased levels of insurance.
- (~~dc~~) ~~Reserved. Permanent Performance Bond to Guarantee Compliance. For an effective registration, a registrant shall file with the city, for city approval, a performance bond fund in the amount of fifty thousand dollars (\$50,000), in the form of a cash deposit or irrevocable letter of credit. Any cash deposit shall be held in an account maintained by the city and shall be used solely as provided in this Article. The letter of credit shall be issued by a financial institution within Volusia County and shall be in a form and issued by a financial institution acceptable to the city attorney. The permanent performance bond is not required in a registrant's capacity, if applicable, as a dealer of communications services. The permanent performance bond is required and shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed by the provisions of this Article, including but not limited to requirements to restore the public rights-of-way and guarantee such restoration, remove abandoned facilities, pay appropriate compensation to the city for collocation on city poles, indemnify the city and pay for damages to city or other facilities as a result of registrant's placement or maintenance of communications facilities. Should the city draw upon the permanent performance bond, the city shall promptly notify the registrant, and the registrant shall promptly restore the cash deposit and/or letter of credit, as may be necessary, to the full amount. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this Article, subject to appropriate notice, there shall be recoverable from the performance bond any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees. The cash deposit or letter of credit shall be furnished as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. A registrant may request that the city return the cash deposit or letter of credit or approve the cancellation of the performance bond upon the expiration of a registrant's obligations pursuant to the code and in no event while a registrant maintains obligations with respect to facilities in the public rights-of-way. In the event the city returns the cash deposit, it shall be without interest.~~
- (~~ed~~) Review of Registration. The city shall review the information submitted ~~for~~by the registration ~~applicant~~. If the ~~applicant~~ submits information is in accordance with this subsection the city shall notify the ~~applicant~~requester of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with this subsection, the city shall notify the ~~applicant~~requester in writing of the non-effectiveness of registration, and reasons for the non-effectiveness. The city shall ~~undertake to provide such notifications~~so notify an applicant within 30 days after receipt of registration information ~~from the applicant~~. A notice of non-effectiveness of a registration shall not preclude ~~an applicant from~~ reapplying or filing subsequent ~~requests~~applications for registration under the provisions of this Article.
- (~~fe~~) Regulations Applicable to Registrations.
- (1) A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this Article governs only the placement or maintenance of communications facilities in public rights-of-way. To the extent not inconsistent with applicable law, registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before

locating its facilities on the city's or another person's facilities. Within ~~30~~90 days of any change in the information required to be submitted by a registrant, a registrant shall provide updated information to the city.

- (2) Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a communications facility in any particular area in public rights-of-way within the city. Registrations are expressly subject to any future amendment to or replacement of this Article, and further subject to any additional city ordinances, as well as any applicable state or federal laws.
- (3) Unregistered use of public rights of way. To the extent that a communications services provider, owner of backhaul facilities, wireless infrastructure provider or pass-through provider with facilities in the public rights-of-way, is not registered as required herein, said person shall register with the city pursuant to this Article within ninety (90) days from the effective date of this Article. No new permits shall be issued to unregistered persons with communications facilities within the public rights-of-way and such persons may be subject to the enforcement remedies.
- (4) Registration renewal. A registrant shall renew its registration with the city by September 30, ~~of even-numbered every five years from the first September after the effectiveness of the registration in accordance with the registration requirements in this Article, as may be amended, except that a registrant that initially registers during the even-numbered year when renewal would be due, or the odd-numbered year immediately preceding such even-numbered year, shall not be required to renew until the next even-numbered year.~~ If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this Article. An existing effective registration pursuant to the City Code, prior to the effective date of this Ordinance shall continue to be effective and the registrant shall comply with this Ordinance by the earlier of the following: ninety (90) days from the effective date of this Ordinance, the renewal of a registration as required herein, or prior to submitting an application for a permit.
- (5) Indemnification. A registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the city, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, or otherwise caused by the registrant, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Article, provided however, that a registrant's obligations hereunder shall not extend to any damages caused solely by the negligence, gross negligence, or wanton or willful acts of the city and to the extent not inconsistent with applicable law. In no event shall the ~~city~~City be liable for any damage or destruction to a communications facility placed in the ~~c~~City public rights-of-way including on a ~~c~~City utility pole, to the extent not inconsistent with applicable law. This provision includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. City agrees to notify the registrant, in writing, within a reasonable time of city receiving notice, of any issue it determines may require indemnification. Nothing in this Article shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost, if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing

contained in this Article shall be construed or interpreted:

- i. as denying to either party any remedy or defense available to such party under the laws of the State of Florida;
 - ii. as consent by the city to be sued; or
 - iii. as a waiver of sovereign immunity beyond the waiver provided in F.S. §768.28, as it may be amended.
- (6) A registrant may cancel a registration upon written notice to the city that the registrant will no longer place or maintain any communications facilities in public rights-of-way, and will no longer need to obtain permits to perform work in the public rights-of-way. The registrant will be required to remove all facilities from the public rights-of-way within 90 days, or such other time as agreed to by the city, unless certification is provided to the city that a new registrant will be responsible for the facilities. A registrant shall not cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (7) Liens. No liens shall apply to public rights-of-way or city property as a result of the placement or maintenance of a registrant's facilities in the public rights-of-way or on a city utility pole. Any liens on a registrant's facilities shall be subordinate to the rights of the city pursuant to this Article. In the event any liens are filed on the city property or public rights-of-way, the registrant shall discharge such lien at its expense within ten (10) days of receiving notice, or the city may discharge such lien, and charge such costs plus reasonable attorney's fees to registrant.
- (8) A registrant shall pay any personal property or other taxes or assessments that may be imposed on the registrant's facilities placed or maintained in the public rights-of-way or on the city's property including a utility pole as a result of a registrant's collocation on a city utility pole. A registrant shall reimburse the city for taxes paid by the city as a result of a registrant's facilities being placed or maintained in the public rights-of-way or on a city-owned utility pole.
- (9) Reports and records.
 - (a) Upon reasonable request, a registrant shall provide the following documents to the city as received or filed:
 - i. Any pleadings, petitions, notices, and documents, which may directly impact the obligations under this Article and which are reasonably necessary for the city to protect its interests under this Article.
 - ii. Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
 - (b) The city shall keep any documentation, books and records of the registrant confidential to the extent required under Florida Statutes.
- (10) Termination of Registration. The city may terminate a registration if:
 - (a) A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communications services;
 - (b) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;
 - (c) The registrant abandons all of its facilities in the public rights-of-way; or

- (d) The registrant commits substantial and material violations of any of the provisions of applicable codes including but not limited to this Article.
- (11) Notice of intent to terminate. Prior to termination, the city shall notify the registrant with a written notice setting forth all matters pertinent to the proposed termination action, including the reason therefore. The registrant shall have thirty (30) days after receipt of such notice within which to address or to eliminate the reasons or within which to present a plan, satisfactory to the city, to accomplish the same and to take such steps as are necessary to render every portion of the facilities remaining in the public rights-of-way of the city safe. If the plan is rejected by the city, the city shall provide written notice of such rejection within fifteen (15) days of receipt of the plan to the registrant and shall make a final determination as to termination of the registration and the terms and conditions relative thereto.
- (12) Post termination action. In the event of termination, following any appeal period, the former registrant shall: (a) in accordance with the provisions of this Article and as may otherwise be provided under state law, notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in the public rights-of-way; or (b) provide the city with an acceptable plan for removal or disposition of its communications facilities in the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal. If a registrant fails to comply with this subsection, the communications facilities are deemed to be abandoned and the city may exercise any remedies or rights it has at law or in equity as well as the city's remedies pursuant to this Article, including but not limited to, utilize or allow other persons to utilize the registrant's facilities. The obligations of the registrant hereunder shall survive the termination of a registration. A registrant that has its registration terminated by the city under this Article may reapply for registration one (1) year after the termination date of the prior registration, unless otherwise permitted to reapply at the sole discretion of the city.
- (13) When removal not authorized or required. In the event of termination of a registration, this Article does not authorize the city to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the communications facilities holds a valid certification or license with the governing federal or state agency, if required, for the provision of such service, and is registered with the city, if required.
- (14) Transfer or control, sale or assignment of assets. If a registrant transfers, sells or assigns its registration or its facilities in the public rights-of-way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this Article. Written notice of any such transfer, sale or assignment shall be provided to the city within 20 days of the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, and is in compliance with the provisions of this Article, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, or has an effective registration that is not in compliance with this Article as it may have been amended, then the transferee, buyer or assignee shall register as provided in this Article within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the appropriate city officials that the transferee, buyer or assignee is the new applicant.
- (15) Pledges in trust or mortgages of the registrant may be made to any person ~~with~~

~~notice to the city.~~ Any mortgage, pledge, lease or other encumbrance on the communications facilities shall be subject and subordinate to the rights of the city under this Article and applicable law. The city shall not recognize any rights of a registrant's lender unless the city has been provided notice and consents to such transaction.

- (16) City makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the registrant's communications facilities, and any performance of work or costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this Article shall affect the city's authority to add, vacate or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.
- (17) Conditional use of public rights-of-way.
- (a) In the event registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the city for such activities as may be required by applicable law.
- (b) To the extent that any person or registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, such person or registrant shall make no claim, nor assert any right which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.

Sec. 58-74. Requirement of a Permit.

- (a) In accordance with applicable law, city ordinances, codes and regulations, including this Article, a right-of-way use permit issued by the city shall be required for a communications services provider, communications facility provider, or a pass-through provider to place or to maintain a communications facility, including but not limited to backhaul facilities, in the public rights-of-way unless otherwise exempt pursuant to this Article. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A registrant shall not commence to place or to maintain a communications facility in the public rights-of-way until all applicable permits have been issued by the city or other appropriate authority. Registrant shall comply with all city requirements for issuing permits, including reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. Requests for ancillary permits required to operate a communications facility, including but not limited to electrical permits, shall be processed pursuant to the city's rules and regulations. The city may deny or withhold the ancillary permit if the registrant is otherwise in violation of the City Code or applicable codes.
- (b) Limited Exceptions to Permit Requirement.
- (1) A registrant that is in compliance with this Ordinance shall be allowed to perform

service restoration work on existing facilities, or aerial, or repair work, including but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers without a permit issued by the city. A registrant performing work without a permit shall ensure that there is photographic and video documentation of the work, including depiction of the area of the public rights-of way impacted, and such photographic and video documentation shall be provided to the city upon request or, if not requested, within ten (10) business days. A registrant shall be allowed to perform emergency maintenance within the public rights-of way without first obtaining a permit or providing a performance bond. The term EMERGENCY shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the service restoration work or repair work placement or maintenance of a communications facility in public rights-of way in the event of an emergency and, within two (2) business days of commencing the work emergency maintenance, and shall apply for a permit if such activity required a permit under this Article within 30 days. Any maintenance of traffic required for service restoration or repair work shall meet the applicable requirements of the latest edition of the FDOT Design Manual.

- (2) A registrant shall be allowed to perform routine maintenance within the public rights-of-way without a permit if such proposed routine maintenance does not involve excavation, construction, or disruption to transportation or utilities in the public rights-of-way. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without a right-of-way use permit, although other permits, such as building or electrical, may be required. In the case of routine maintenance, a registrant shall provide reasonable advance written notice to the city identifying the areas where such maintenance will occur, scope of maintenance, date(s) and duration of work to be performed. If routine maintenance requires the closure of the public rights-of-way regardless of the duration, an a rights-of-way permit consistent with the city's rules and regulations a permit shall be required. A registrant shall be allowed to perform maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way without first obtaining a rights-of-way permit. All underground work or excavation, whether in the public rights-of-way or on private property without a permit shall be photographed and videotaped, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, within ten (10) business days.
- (3) A permit shall not be required for replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size. If such replacement will require the closure of a rights-of-way, the registrant shall obtain a rights-of-way permit consistent with the city's rules and regulations. A registrant shall provide 48 hours' notice to the city prior to such work being done. As-built plans shall be provided to the city within ten (10) business days.
- (4) A registrant shall be allowed to place or to maintain a service drop within the public rights-of-way without first obtaining a permit if such proposed work does not involve excavation, construction, or the temporary closure of the public rights-of-way.
- (5) A permit shall not be required for the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cable strung between existing utility poles in the public rights-of-way, in compliance with applicable codes by or for a communications services provider authorized to

occupy the public rights-of-way and who is remitting Communications Services Tax under Chapter 202, Florida Statutes. Prior to placing a micro wireless facility in the public rights-of-way pursuant to this subsection, ~~at least thirty (30) days prior to commencing said work,~~ the registrant shall submit a notarized letter to the city from or on behalf of the communications services provider, which shall be effective upon filing, attesting that certification or manufacturer's specifications with the micro wireless facility's dimensions to the city for review to confirm comply compliance with Section 337.401(7) and this Article. A registrant's submission to demonstrate a micro wireless facility's dimensions may apply to all of the same, substantially similar, or smaller size identical micro wireless facilities sought to be placed in the public rights-of-way by such registrant ~~and the registrant is not required to submit a new certification or manufacturer's specifications confirming a micro wireless facility's dimensions unless the registrant seeks to place a micro wireless facility with a different manufacturer or with different dimensions in the public rights-of-way.~~ If the micro wireless facility's dimensions exceed the dimensions to constitute a micro wireless facility, the registrant shall not be authorized to place such facility in the public rights-of-way. As-built plans shall be provided to the city within ten (10) business days.

- (6) Notwithstanding the exceptions to permit requirements contained in this subsection, a registrant shall obtain from the city a right-of-way permit for work that involves excavation, closure of a sidewalk regardless how temporary, or closure of a vehicular lane or parking lane regardless how temporary, unless the registrant is a communications services provider that is performing service restoration on an existing facility and the work is done in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, including but not limited to, the requirement to notify Sunshine 811 prior to any excavation or demolition activities in accordance with Chapter 556, Florida Statutes, and to comply with all city Codes. In such instance, to the extent not inconsistent with the 2017 edition of the FDOT Utility Accommodation Manual, the registrant communications services provider shall provide reasonable advance notice to the city so that the city may have an observer present and provide information acceptable to the city as to the service restoration work. The city may require a specific method of excavation and a maintenance of traffic or sidewalk closure plan, as applicable. A registrant performing work without a permit shall file for an after the fact permit within 30 days after completing restoration of the public rights-of-way. A registrant performing work without a permit shall ensure that the work is photographed and videotaped, including of the area of the public rights-of way impacted, and such photograph and videotape documentation shall be provided to the city upon request or, if not requested, with the after the fact permit application.
- (c) The city manager may cause an immediate stop work order where any permitted or unpermitted construction or other work in the public rights-of-way poses a serious threat to the health, safety or welfare of the public until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable to appropriate enforcement remedies as set forth in this Article and applicable law.

Sec. 58-75. Permit Application Information Requirements and Review Procedures.

- (a) Pre-submittal meeting. To minimize issues related to a permit application, prior to submitting materials for a permit request or application, a—registrants are strongly encouraged to engage in a pre-submittal meeting, in particular if multiple work locations are considered and/or underground work will be performed—shall conduct a pre-submittal meeting with the city to discuss the registrant's plans and network goals for placing or

~~maintaining facilities in the public rights-of-way. The city shall undertake efforts to accommodate a registrant's request for a pre-submittal meeting either in person or through electronic communications within ten (10) business days of a request. At a registrant's request, the city, in its sole discretion, may waive the requirement of a pre-submittal meeting for good cause based on the scope of the proposed permit and registrant's compliance with this Article. In no event shall the requirement of a pre-submittal meeting be waived for a consolidated permit. There is no requirement of a pre-submittal meeting for applications. A pre-submittal meeting shall not commence the time frames provided herein for city review and processing of a request or an application.~~

- (b) ~~Application r~~Requirements for all communications facilities in the public rights-of-way. As part of any permit application or request to place or maintain any facility pursuant to this Article in the public rights-of-way, a registrant or a registrant's agent or contractor shall complete provide a right-of-way permit application on a form provided by the city that, at a minimum, includes the following information:

- (1) If the person seeking applicant for the permit is not the registrant, a statement of authority by the registrant ~~for the applicant~~ to act on behalf of the registrant. In addition, if the person seeking the permit applicant is a contractor, the contractor's license or registration and contractor's insurance information confirming the contractor's authority to perform construction in the city and statements as to whether the contractor has any open permits with the city, and if so, the permit identification number or information.
- (2) ~~Confirmation that the applicant engaged in a pre-submittal meeting or such meeting was waived by the city and that the applicant has an effective registration with the city.~~
- (3) Engineering plan. An engineering plan ~~in PDF file format~~ signed and sealed by a ~~Florida~~-licensed engineer, that includes the following:
 - (a) ~~Except for applications to collocate small wireless facilities on existing utility poles in the public rights-of-way, an American Land Title Association (ALTA) or other survey pursuant to the city's application form demonstrating that the proposed location of the facility or utility pole is within the public rights-of-way, unless waived by the city in its sole discretion, pursuant to an applicant's attestation that the proposed facility is located with the public rights-of-way. A certification from a licensed surveyor stating that the proposed location of the facility or utility pole is within public rights-of-way. At no time will the proposed location based on aerial interpretation based on services such as Google or county records be accepted.~~
 - (b) The type of proposed facility, location of the proposed facility, and the dimensions, height, footprint, stealth design, and concealment features of the proposed facility;
 - (c) The Global Positioning System (GPS) coordinates of the proposed facility. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or similar application may be used where areas of shading occur due to overhead canopy. GPS Coordinates shall be provided in decimal degrees at a six (6) decimal point precision or as otherwise required by the city;
 - (d) Whether the proposed facility is proposed within a location subject to restrictions pursuant to subsection 58-78(b) of this Article;
 - (e) For new communications facilities and extensions of existing communications facilities that require a permit, within a fifty (50) feet feet

- ~~radius beyond the edge of the location of the proposed work, inclusive of underground work, in all directions, a sketch showing pavement, sidewalks, driveways, ramps, trees, below-grade utilities, and other above-grade and below-grade structures and facilities located within the public rights-of-way and the distances from the proposed facility and the edge of nearby pavement, sidewalks, driveways, ramps, the nearest residential properties, nearby drainage systems, trees, ground-mounted equipment, nearby structures in the public rights-of-way, underground utilities and other above-grade and below-grade structures and utilities located within the public rights-of-way;~~
- (f) Sufficient specificity demonstrating compliance with applicable codes, as defined herein and the Florida Building Code, most current edition, specifically including but not limited to terms of compliance with the High Velocity Zone Criteria specified therein, the 20107 Florida Department of Transportation Utility Accommodation Manual, as applicable; National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended;
 - (g) If applicable, the routes of all backhaul facilities and power lines transmission and distribution lines to be placed or maintained in the public rights-of-way in connection with the proposed facility. Power lines (such lines may be subject to separate permit requirements, such as a building permit);
 - (h) Certification that the proposed facility will not materially interfere with the safe operation of traffic control equipment;
 - (i) Certification that the proposed facility will not interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes or result in the public rights-of-way being inconsistent with the Florida Greenbook;
 - (j) Certification that the proposed facility will not materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement; and
 - (k) Other engineering information that may be requested by the city.
- (4) Trees or landscaping proposed to be removed, replaced, moved or impacted upon the placement or maintenance of the proposed facility.
 - (5) Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area to be affected by the installation of the proposed facility.
 - ~~(6) Description of installation or construction. A description of the method by which the facility will be installed and/or modified (i.e. anticipated construction methods or techniques).~~
 - ~~(7) Temporary sidewalk closure plan. The applicant shall provide a temporary sidewalk closure plan, if appropriate, to accommodate placement or maintenance of the facility.~~
 - (8) Management of traffic (MOT). Temporary Traffic Control (TTC) plan. The registrant applicant shall provide a MOT with applicable FDOT indexes, temporary traffic lane closure and Temporary Traffic Control (TTC), if appropriate, to accommodate placement or maintenance of the facility.
 - (9) Restoration plan and estimated cost of restoration of the public rights-of-way. A

restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way by a licensed engineer. Such good faith estimate shall be accepted by the city unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition. Such good faith estimate may include, but shall not be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All existing planted or naturally occurring shrubbery or vegetation, including sod, damaged or destroyed during work in the public rights-of-way shall be replaced. ~~Tree or landscaping removal shown on the permit shall not be considered damage or impairment to be restored to the original condition provided the applicant complies with the approved mitigation plan, if any.~~

- (10) Timetable for construction or installation. The timetable for construction, placement or maintenance of the proposed facility or each phase thereof.
- (11) Indemnification. A statement shall be included with the permit application or request that by execution of the application or request and by filing applying for the permit, the ~~applicant~~registrant shall be bound to the city with respect to the indemnification provisions set forth in subsection 58-73(f)(5) of this Article.
- (12) Airport airspace protection. If applicable, ~~the applicant shall confirm~~ certification of compliance with Chapter 333, F.S. and all city, State and federal laws and regulations, as amended, pertaining to airport airspace protections.
- (13) Attestation. For applications by a wireless infrastructure provider or its contractor for the placement or maintenance of a utility pole in the public rights-of-way for collocation of a small wireless facility, the registrant ~~applicant~~ shall provide an attestation by an officer of the registrant that a small wireless facility will be collocated on the utility pole and will be used by a wireless services provider to provide communication service within nine (9) months after the date the application is approved.
- (14) Pole attachment agreement. If applicable for the proposed facility, except for ~~applicant~~registrants whose pole attachments are regulated by 47 U.S.C. § 224, the ~~applicant~~registrant shall provide a copy of a fully executed valid pole attachment agreement between the owner of the utility pole and registrant. In lieu of providing the complete pole attachment agreement between the owner of the utility pole and registrant, the registrant~~applicant~~ may provide the first page of such agreement and the signature page or a notarized letter of authorization from the owner of the utility pole, providing adequate identifying information, acceptable to the city, and indicating the registrant is authorized to install its facility on the identified utility pole. By submitting the city's permit form an application, the ~~applicant~~registrant certifies to the city that it has authority from the utility pole owner to collocate its facility.
- (15) Information regarding height limitations. For an application for a new utility pole to support the collocation of a small wireless facility, the registrant ~~applicant~~ shall provide information regarding the height and GPS location of the tallest utility pole located in the same public rights-of-way as of July 1, 2017, measured from grade in place within five hundred (500) feet of the proposed location of the utility pole. If there is no utility pole within five hundred (500) feet of the proposed utility pole as of July 1, 2017, the registrant ~~applicant~~ shall so certify.
- (16) If the permit ~~application~~request includes a power service connection or backup power supply to be installed at the same time as the communication facility, a copy

~~of the city's building permit shall be provided information to demonstrate that the backup power supply and proposed fuel storage satisfies the applicable codes as well as codes and standards of the National Fire Protection Association.~~

- (17) In addition to the requirements herein, as part of any permit application to place or maintain a small wireless facility or utility pole in the public rights-of-way, the ~~registrant~~ applicant shall provide the following:
- (a) Documentation to the satisfaction of the city from a ~~Florida~~-licensed engineer, that the structure and foundation of the utility pole intended to support the collocation of the small wireless facility can support the additional load of the proposed small wireless facility consistent with the requirements of the Florida Building Code;
 - (b) Certification and description by the ~~registrant~~ applicant to the satisfaction of the city how the proposed small wireless facility or utility pole complies with the objective design standards set forth in this Article. For a proposed ground-mounted small wireless facility, such information shall include whether the proposed small wireless facility includes a wrap that has been approved by the city or is of an architectural design that is substantially similar to other infrastructure in the area of the public rights-of-way or has been approved by the city.
 - (c) Accurate photo simulations of the proposed utility pole or small wireless facility and if applicable, as collocated on the utility pole.
- (18) Applicable permit fees including reimbursement for city consultants, to the extent not inconsistent with applicable law. The city acknowledges that currently, applicable law does not allow the city to charge permit fees.
- (19) Consolidated permit application and single application or request for multiple locations. A registrant may submit a single application or request to place or to maintain multiple facilities in the public rights-of-way, where it would be more efficient for the registrant and the city to address multiple facilities in one permit application. ~~An applicant~~ registrant seeking to collocate multiple small wireless facilities may file a consolidated permit application and receive a single permit for the collocation of up to 30 small wireless facilities. The application must include the information required for an application for each of the proposed small wireless facilities. In addition, prior to applying for a consolidated permit, the ~~registrant applicant~~ registrant ~~is strongly encouraged to~~ must engage in a pre-submittal meeting with the city to discuss all proposed small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received or which are denied.
- (20) To the extent not inconsistent with applicable law, such additional information requested by the city reasonably necessary for the permit application or request.
- (c) Application Review and Procedures for Small Wireless Facilities and Utility Poles for Collocation of Small Wireless Facilities.
- (1) Time periods within this subsection ~~may~~ shall be extended for the period of time impacted by a force majeure event or by a declared State of Emergency by the city or Governor of the State that impacts the city ("force majeure extension). If ~~an applicant~~ registrant opposes a force majeure extension pursuant to this subsection, it shall notify the city within 24 hours of such extension becoming effective or the ~~applicant~~ registrant shall be deemed to have consented to the extension. Except as otherwise provided herein, requests for permits for the placement of communications facilities in the public rights-of-way, including but not limited to

backhaul facilities, shall be subject to the time frames and review procedures set forth in this subsection; requests shall be considered to be applications; and requesters shall be considered to be registrants for purposes of time frames as referenced in this subsection. The time frames and procedures herein shall not apply to other requests that do not involve the placement of communications facilities in the public rights-of-way, including but not limited to, request for permits to perform maintenance on existing communications facilities in the public rights-of-way.

- (a) Unless extended by mutual consent of the ~~registrant~~ applicant and city, within 14 days after receiving an application, the city manager will notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the city will specifically identify the missing information. An application is deemed complete if the city fails to provide notification to the ~~registrant~~ applicant within 14 days.
- (b) Negotiation Process.
 - (1) Unless extended by mutual consent of the ~~registrant~~ applicant and the city, within 14 days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative city utility pole or support structure ~~or may place a new utility pole~~. The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request.
 - (2) At the conclusion of the negotiation period, if the alternative location is accepted by the ~~registrant~~ applicant, the ~~registrant~~ applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application.
 - (3) If an agreement is not reached, the ~~registrant~~ applicant must notify the city of such nonagreement and the city must grant or deny the original application within 90 days after the date the application was filed unless extended by mutual consent of the applicant and city. Failure of the applicant to so notify the city as required herein shall be deemed to constitute the applicant's consent to the city's alternative location. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (c) The city processes all applications on a nondiscriminatory basis. Unless the city and the ~~registrant~~ applicant engage in negotiations as provided above, the city will approve or deny the application and will notify the ~~registrant~~ applicant by electronic mail whether the application is approved or denied within 60 days after the receipt of a completed application.
- (d) Extension of time. If the city and the ~~registrant~~ applicant do not engage in negotiations, the ~~registrant~~ applicant and city may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.
- (e) Basis to Deny Applications. The city may deny an application for a

proposed collocation of a small wireless facility or to place a utility pole used to support a small wireless facility in the public rights-of-way if the ~~proposed collocation~~ small wireless facility or utility pole to support a small wireless facility:

- (1) Materially interferes with the safe operation of traffic control equipment;
- (2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;
- (3) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
- (4) Materially fails to comply with the 2010~~7~~ edition of the Florida Department of Transportation Utility Accommodation Manual; ~~or~~
- (5) Fails to comply with applicable codes~~;~~;
- (6) Fails to comply with objective design standards set forth in this Article; or
- (7) Fails to comply with the City Code, to the extent not inconsistent with applicable law.

(f) Cure Procedure.

- (1) If the application or request is denied, the city will specify the basis for the denial, including the specific code provisions on which the denial was based, on the day the city denies the application or request.
- (2) The ~~applicant~~ registrant may cure the deficiencies identified by the city and resubmit the application or request within 30 days after the notice of denial is sent.
- (3) If an attempt to cure is ~~made-submitted~~ by the ~~registrant~~ applicant within such 30-day period, the city will approve or deny the revised application or request within 30 days after receipt of the revised application. If the ~~applicant~~ registrant revises any information in the application or request other than to address expressly the deficiencies identified by the city, the ~~registrant~~ applicant shall submit a new application or request and the denial of the pending application or request shall be final.
- (4) The city's second and subsequent reviews of revised applications or requests will be limited to the deficiencies cited in the denial notice.

- (g) A permit issued pursuant to an approved application or request to install a new communications facility shall remain in effect for one (1) year unless closed or otherwise extended, suspended, or revoked by the city pursuant to this Article. If a communications facility including a small wireless facility or utility pole is going to be installed without a permit pursuant to this Article or applicable state or federal law, the applicant or requester shall nevertheless be required to have an effective registration, comply with

development standards and provide the ~~performance bonds~~ required in this Article prior to performing construction.

- (h) A permit from the city constitutes authorization to undertake only certain activities in the public rights-of-way in accordance with this Article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (2) Basis to Deny Requests~~procedures for applications for all other communications facilities.~~
 - ~~(a) The city shall review and process applications for other communications facilities, not subject to the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S., consistent with applicable law.~~
 - (b) Basis to Deny. Except for applications for permits to collocate small wireless facilities or for utility poles to support the collocation of a small wireless facility addressed above, the city may deny a request for a permit to place or to maintain communications facilities in the public rights-of-way, including but not limited to, a permit to place backhaul facilities, consistent with applicable law and the city's standard procedures.
- (3) Suspension and revocation of permits.
 - (a) The city may order the suspension of placement and maintenance work under a permit and ultimately may suspend or revoke any permit, in the event of a material breach of the terms and conditions of any applicable codes, ~~including but not limited to this Article~~Ordinance, State and federal laws and regulations, or any condition of the permit. A material breach by the permittee may include, but is not limited to:
 - (1) The violation of any material provision of the permit or applicable codes;
 - (2) An evasion or attempt to evade any material provision of the permit or the perpetration or attempt to perpetrate any fraud or deceit upon the city;
 - (3) Any material misrepresentation of fact in the process of permittee's request or application for a permit or registration;
 - (4) The failure to maintain the required performance cash bond or insurance;
 - (5) The failure to properly restore the public rights-of-way;
 - (6) The failure to comply within the specified time with an order issued by the city
 - (7) The failure to register, renew a registration, or provide notice of transfer in accordance with this Article;
 - (8) The failure to relocate or remove facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, F.S., as amended;
 - (9) Conducting work in the public rights-of-way without a permit, if required.
 - (b) If the city determines that a registrant has committed a substantial breach of a term or condition of the permit or violation of applicable codes or ~~including but not limited to this Article~~, the city shall make a written demand upon the registrant to remedy such violation. The demand shall state that the continued violation(s) may be cause for suspension or revocation of the permit. Further, the city may place additional or revised permit conditions on the permit following a substantial breach. In addition, the city may refuse to issue new permits and may deny an application or request for a new permit to a registrant or registrant's contractor that has

materially violated any provisions of a permit or applicable codes ~~or including but not limited to~~ this Article, until such time as the registrant cures the violation to the satisfaction of the city, including paying any damages, costs or penalties that may have been assessed.

- (c) Within thirty (30) days of receiving notification of the breach, the registrant ~~permittee~~ shall contact the city and provide a remediation plan, acceptable to the city. The city shall provide additional time as reasonably necessary for a registrant ~~permittee~~ to establish an acceptable plan taking into account the nature and scope of the alleged breach. The registrant's ~~permittee's~~ failure to so contact the city, or the registrant's permittee's failure to submit an acceptable plan, or the registrant's ~~permittee's~~ failure to reasonably implement the approved plan, shall be cause for revocation or suspension of the permit. A final determination to suspend or to revoke a permit may be appealed in accordance with the procedures set forth in this Article. Nothing herein shall affect the city's ability to take immediate action or to cause a registrant to take immediate action pursuant to this Article or applicable law to address any condition that threatens the health, safety or welfare of persons or property.
 - (d) If a permit is revoked, the registrant ~~permittee~~ shall reimburse the city for the city's reasonable costs, including restoration costs, administrative costs, and the cost of collection. These costs may also be deducted from the registrant's permanent performance construction cash bond in the city's discretion.
 - (e) The city manager may cause an immediate stop work order where the construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.
- (4) Requests for waivers.
- (a) Nothing in this Article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of public rights-of-way by communications service providers, communications facility providers or pass-through providers, in violation of federal or state law.
 - (b) A waiver may be granted by the city manager in those circumstances where a competitively neutral use of the public rights-of-way is impaired by strict application of the requirements of this Article, in violation of applicable law.
 - (c) A request for a waiver shall be filed either prior to or contemporaneously with the permit application. The request for waiver shall contain each provision for which a waiver is sought. A request for a waiver shall include the following information:
 - (1) A detailed explanation, with supporting engineering information by a Florida licensed engineer or other data, as to why a waiver from the requirements of this Article is required to allow the registrant ~~applicant~~ to have nondiscriminatory and competitively neutral use of the public rights-of-way, including a detailed explanation addressing the relevant engineering criteria;
 - (2) Nature and characteristics of the surrounding neighborhood;

- (3) Any special conditions and circumstances affecting the proposed site which prevent compliance with the Article or subsection for which a waiver is being sought;
 - (4) If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed facility or within the surrounding neighborhood;
 - (5) Design of the proposed facility with particular reference to achieving compatibility with the surrounding neighborhood and other structures in the public rights-of-way and eliminating adverse visual impacts;
 - (6) If the proposed waiver is compliant with the Americans With Disabilities Act, 42 U.S.C. §12101, *et seq.*, and applicable codes;
 - (7) A request for waiver of the objective design standards contained herein shall include a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole, or are technically infeasible with supporting information from a licensed engineer, or that the design standards impose an excessive expense on the registrant with information as to the additional costs of compliance with the standards and the registrant's anticipated revenue from the proposed facility or assets. The city shall grant or deny a request for a waiver of objective design standards within forty-five (45) days after receiving the request for waiver unless the registrant and city consent to an extension, subject to a force majeure event.
 - (8) Any other information the city may reasonably require to process the request for waiver.
- (d) ~~Except for a request for a waiver of objective design standards, the city shall grant or deny a request for a waiver of any other provisions of the City Code within forty-five (45) days after receiving the request for waiver or time frame under~~ pursuant to its standard procedures for requests for waivers or variance of its Code, consistent with applicable law ~~unless the applicant and city consent to an extension. If a request for waiver or variance is not processed by the city within the time frame for granting or denying an application or request for a permit, the city shall deny the permit application or request unless the city and the registrant consent to an applicable extension.~~ In granting any waiver, the city may impose conditions to the extent the city determines such conditions are necessary to minimize any adverse effects of the proposed facility on the surrounding neighborhood or to protect the health, safety and welfare of the public.
- (e) Should a request for waiver, and ultimately a permit, be denied by the city, the denial of the waiver may be appealed with an appeal of the permit denial in accordance with this Article.
- (5) Appeals.
- (a) Final, written decisions of a designee of the city manager, including but not limited to, a decision suspending, revoking, or denying a permit, denying a registration, denying a renewal of a registration, suspending or terminating a registration or denying a request for a waiver, or imposing

costs or a fine, are subject to appeal to the city manager. An appeal must be filed with the city manager within thirty (30) days of the date of the final, written decision to be appealed. ~~An applicant shall waive any appeal that is not timely filed as set forth herein shall be waived.~~ The city manager shall hear or may appoint a hearing officer to consider the appeal. The decision on appeal shall be based on the information submitted previously to the city and no new information shall be considered. Subject to a force majeure event, the hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant applicant, and a written decision shall be rendered within 20 days of the hearing.

- (b) ~~An appeal from a decision of the city manager or a hearing officer may be appealed to the city council within 30 days, by filing a written notice of appeal with the city clerk and providing copies to the city manager and the city attorney. Any appeal not timely filed shall be waived. The notice of appeal shall state the decision which is being appealed, the grounds for appeal, a brief summary of the relief which is sought, and shall be accompanied by a nonrefundable fee to be established by administrative order of the city manager. The city council may affirm, modify or reverse the decision of the city manager. The city manager shall notify any party who has filed a written request for such notification of the date when the matter will be presented to the city council. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be by resolution and a copy of the decision shall be forwarded to the city manager and the appealing party. Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the city council may appeal an adverse decision to the Circuit Court In And For Volusia County or applicable federal district court. The party making the appeal shall be required to pay to the city clerk a fee to be established by administrative order of the city manager, to defray the costs of preparing the record on appeal. Said fee shall be effective upon approval by the Council.~~ To the extent required by applicable law, the city shall waive any claim or defense based on failure to exhaust administrative remedies if the city's administrative review is not complete within 45 days after a person files a complete request for review.

Sec. 58-76. Performance construction bond.

- (a) Prior to the issuance of any permit in accordance with this Article, or performing any work in the public rights-of-way, either pursuant to a permit or without a permit if authorized by applicable law except in the case of an emergency pursuant to this Article, a registrant or contractor that applies for a permit on behalf of a registrant shall deposit with the city a cash performance construction bond, consistent with Section 58-35 of the city code, to secure the restoration of the public rights-of-way, and to ensure the registrant's or contractor's faithful performance of the construction or other work in the public rights-of-way, in accordance with applicable sections of the code. The cash performance construction bond shall be conditioned upon the full and faithful compliance by the registrant or contractor with all requirements, duties, and obligations imposed by the permit and provisions of this Article during and through completion of the placement or maintenance project. The performance construction bond shall be in an amount as determined by the city based on one-hundred ten percent (110%) of the estimated costs of the restoration of the public rights-of-way submitted by the registrant's licensed engineer applicant. For a consolidated permit, the registrant or contractor shall provide a cash performance construction bond based on the amount of the total costs of the restoration of the public rights-of-way for all small wireless facilities to be collocated on utility poles or for an application for a new or replaced utility pole for the collocation of a small wireless facility within the public rights-of-way, but in no event, shall be less than

~~twenty-five (\$25,000) ten thousand dollars (\$10,000).~~ Notwithstanding any provision herein, the minimum amount of the performance construction bond for a new or replaced utility pole or small wireless facility over six (6) cubic feet shall be twenty-five thousand dollars (\$25,000). The city shall not require a performance construction bond if the estimated cost of restoration of the public rights-of-way is less than one thousand dollars (\$1,000).

- (b) In the event a registrant or contractor subject to such a cash performance construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit or code, there shall be recoverable, from such cash construction bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
- (c) The performance construction bond shall be non-cancelable and shall be for a term of not less than one (1) year but not more than 18 months after the anticipated date of the later of completion of construction, restoration and city inspection. No less than one-year after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant or contractor may request that the city remove the requirement to continue the performance construction bond. In accordance with the current standards of the city, and satisfaction of all obligations in accordance with the bond, the city shall return the cash performance construction bond without interest. Notwithstanding, the city shall require a new cash performance construction bond for any subsequent work performed in the public rights-of-way as required by this Article. Notwithstanding this provision, to the extent required by applicable law, the city shall accept a letter of credit or similar financial instrument as a construction bond issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile. A provider of communications services may add the city to any existing bond, or other relevant financial instrument, and the city shall accept such proof of coverage without any conditions other than consent to venue in Volusia County for purposes of any litigation to which the city is a party.
- (d) The rights reserved by the city with respect to any performance construction bond established pursuant to this division are in addition to all other rights and remedies the city may have under this Article, or at law or equity, and no action, proceeding or exercise of a right with respect to the performance construction bond will affect any other right the city may have.

Sec. 58-77. Construction Methods for Placing or Maintaining Communications Facilities in Public Rights-of-Ways.

- (a) A registrant shall place and maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable codes- and must comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. For purpose of complying with the notice and approval requirements contained within the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual, the registrant shall provide notice and seek approval from the city manager. All safety practices required by applicable codes or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities, including but not limited to, Chapter 33 of the Florida Building Code. Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way, and shall take all reasonable steps to safeguard work site areas including maintenance of traffic.
- (b) In connection with excavation in the public rights-of-way, the requirements of this Article shall control to the extent of any conflict with Chapter 58, Article II, Sections 58-33 through

58-36 of the code.

- (c) In addition, in connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. Ch. 556, as it may be amended. In the event of any conflicts with existing utilities or utility service laterals, the proposed location of the communications facility will be adjusted, not the utility.
- (d) To the extent not inconsistent with applicable codes, underground cables, where required, shall have consistent alignment parallel with the edge of pavement, a thirty-six-inch (36") depth of cover for the paved portion of roadways, sidewalks and driveway aprons a twenty-four-inch (24") to thirty-inch (30") depth of cover in all areas except the paved portion of roadways, sidewalks and driveway aprons, and shall have a three-foot (3') horizontal clearance from underground utilities and their appurtenances. Below grade communication facility shall not be allowed under a swale or ditch unless such restriction is waived by the Public Works and Public Utilities Director ~~Operation Manager~~ or city manager ~~City Manager~~ with appropriate conditions of a permit that the registrant or permittee clean or re-excavate the swale or ditch to its appropriate grade prior to installation of the facility.
- (e) Grounding rods and pull boxes. The grounding rod may not extend above the top of the public right-of-way or sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit. All pull boxes shall be vehicle load bearing, comply with applicable codes and FDOT Standard specifications ~~635~~ and be listed on the FDOT Approved Products List. A 4-inch thick concrete pad shall be installed extending 12 inches around all pull boxes not located in the sidewalk. No new or replacement pull boxes shall be located in pedestrian ramps.
- (f) Consistent with Section 58-36 of the code, the city may require the use of trenchless technology (i.e., directional bore method) or may prohibit underground missile boring for the installation of facilities underground in the public rights-of-way. The registrant shall be solely liable for the displacement, damage or destruction of any property, public rights-of-way, irrigation system, utility, or landscaping as a result of the placement or maintenance of its facility within the public rights-of-way. The city may issue such rules and regulations concerning the method for placement or maintenance of a communications facility in public rights-of-way as may be consistent with this Article and other applicable codes and standards. The provisions of this subsection are not intended to prevent the use of any method of construction not specifically prescribed by this subsection, provided that any such method has been approved by the city.
- (g) In an effort to minimize adverse impacts and disruption in the public rights-of-way and to other municipal improvements, the city may require the registrant a communications services provider to coordinate the placement or maintenance of its facilities with any work, construction, installation in or repairs of the subject public rights-of-way or other facilities therein, that is occurring or is scheduled to occur within a reasonable time from the date(s) requested in the ~~registrant's communications services provider's~~ permit application. The city may require a registrant to alter reasonably its placement or maintenance schedule as necessary to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on specific city construction or maintenance schedules. Registrants seeking to place communications facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.
- (h) Within the public rights-of-way, every communications services provider shall make space available in its trench and/or conduit to other communications services providers to the extent consistent with the federal requirements of 47 U.S.C. §224. Every communications services provider shall utilize existing conduits, pathways and other facilities whenever

possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other facilities, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority, and, where applicable, from the private property owner.

- (i) Limits on excavation in restored rights-of-way. To avoid continual disruption and degradation to the public rights-of-way and in the interest of public safety, an area of the public rights-of-way that has been subject to excavation and restored shall not be subject to re-excavation until at least two (2) years following the completion of such restoration, to the extent not inconsistent with applicable codes and law, unless waived by the city. If the areas where the excavation is to occur has not been fully restored by a permittee, the subsequent permittee may apply for and the city may issue a permit that requires the subsequent permittee to restore the public rights-of-way to the original condition and to warrant such restoration consistent with this Article. ~~For the purpose of this Article, excavation shall have the meaning set forth in Section 556.102(6), Florida Statutes, as it may be amended. Registrants seeking to place communications facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.~~
- (j) Trees. A registrant shall comply with the requirements of Chapter 9, Article II of the city's Land Development Code with respect to the proposed removal or disturbance of any trees on private property. A registrant shall not prune, remove or materially disturb trees during placement or maintenance of communications facilities, small wireless facilities, micro wireless facility, or utility poles in the public rights-of-way, unless approved pursuant to an applicable permit issued by the city, to the extent not inconsistent with applicable law. Tree removal or pruning is not permitted within the public rights-of-way to increase signal strength or to provide a line-of-sight for wireless facilities. Landscaping may only be disturbed or removed during placement or maintenance of communications facilities pursuant to a permit issued by the city. The city may require that any landscaping or trees so removed shall be replaced or mitigated in accordance with the approved restoration plan.
- (k) Restoration of public rights-of-way. A registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work in public rights-of-way was initiated, subject to the city's satisfaction upon inspection. Registrant shall warrant its restoration for a period of twelve (12) months after completion of such restoration. If the registrant fails to make such restoration within twenty one (21) seven (7) calendar days after completion of construction, or such other time as may be required by the city, the city may, after written notice to the registrant, perform such restoration using city employees, agents or contractors, and charge all costs of the restoration to the registrant in accordance with F.S. § 337.402, as it may be amended, and require reimbursement within 30 days after the submission of the invoice by the city to the registrant. Consistent with Section 58-37 of the code, if the registrant fails to complete restoration work by the estimated date for completion listed in the permit, following notice to the registrant or permittee, the city shall have the right to restore the right-of-way and to charge the registrant or permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses, to the extent not inconsistent with Sec 337.402, Florida Statutes, as it may be amended. The costs and administrative expenses shall not be eligible for credit against any other payments that may be owed by the registrant to the city. Consistent with Section 58-39 of the code, the city manager shall make inspections to administer and enforce the provisions of this subsection. The registrant or permittee shall notify the city manager 48 hours prior to commencing construction and at the time of completion of work under the permit. Upon completion, the city manager shall inspect the work to determine whether the restoration has been acceptably completed. In such event, the city shall notify the registrant applicant in writing that the 12-month restoration warranty period has begun.

- (l) A registrant shall immediately notify the city of any damage to city utilities, city fiber or other city facilities as a result of a registrant's construction in the public rights-of-way. The registrant shall repair such damage at its expense within the time frame required by the city given the nature of the damage and impact on city services. In its discretion, the city may repair or arrange for the repair of such damage and charge such expense to the registrant.
- (m) Any communications facilities heretofore or hereafter placed upon, under, over, or along any public rights-of-way that is found by the city to be unreasonably interfering in any way with the convenient, safe or continuous use or the maintenance, improvement, extension or expansion of such public rights-of-way shall, upon thirty (30) days' written notice to the registrant or its agent, be removed or relocated by such registrant at its own expense except as explicitly provided under F.S. § 337.403. The city may waive or extend the time within which a registrant shall remove or relocate a communications facility for good cause shown.
- (n) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§337.403 and 337.404, as they may be amended. Subject to F.S. §337.403, whenever an order of the city requires such removal or change in the location of any communications facility from the public rights-of-way, and the facility owner fails to remove or ~~change~~ change the same at its own expense to conform to the order within the time stated in the notice, the city may proceed to cause the communications facility to be removed. The expense thereby incurred except as provided in F.S. §337.403(1)(a)—(c), shall be paid out of any money available therefor, and such expense shall be charged against the registrant of the communications facility and levied, collected and paid to the city.
- (o) Subject to F.S. §337.403, whenever it shall be necessary for the city to remove or relocate any communications facility, the registrant of the communications facility shall be given notice of such removal or relocation and an order requiring the payment of the costs thereof, and shall be given reasonable time, which shall not be less than twenty (20) nor more than thirty (30) days in which to appear before the city council to contest the reasonableness of the order. Should the registrant not appear, the determination of the cost to the registrant shall be final, in accordance with F.S. § 337.404.
- (p) A final order of the city shall constitute a lien on any property of the registrant and may be enforced by filing an authenticated copy of the order in the office of the clerk of the circuit court of the county wherein the registrant's property is located and/or by drawing upon the registrant's ~~security~~ fund and/or performance bond.
- (q) The city retains the right and privilege to cut or move any communications facilities located within the public rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall attempt to notify the registrant of the communications facility, if known, prior to cutting or removing a communications facility and shall notify the registrant of the communications facility, if known, after cutting or removing a facility.
- (r) The city shall have the right to make such inspections of facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this Article. The city shall have access without charge to any manholes or hand holes at any time, of a communications services provider in which the city has facilities, provided the city has given such provider reasonable prior notice so that such provider can have trained personnel present when the accesses such manholes. Notwithstanding the foregoing, the city, in the proper exercise of its municipal police powers and duties with respect to the public rights-of-way, shall have access to all manholes and hand holes without charge of such provider. In the event the city determines that a violation exists with respect to

registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant no less than three days written notice setting forth the violation and requesting correction.

- (s) Following the completion of construction to place a new or replace an existing communications facility in the public rights-of-way, the registrant shall promptly provide ~~revised plans and~~ "as-builts" upon completion of any installation or construction. The plans shall be in a ~~digitized PDF file or other format required by the city and sealed by a licensed engineer~~ and CAD (Computer Aided Design) file formats, showing the two-dimensional location of the facilities, based on the city's geographical database or other format acceptable to the city. The registrant shall provide such plans at no cost to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with F.S. §202.195, as it may be amended.
- (t) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, fiber, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. To the extent not inconsistent with applicable law, a registrant shall allow city facilities to be collocated within city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and city and may be subjected to other city rights-of-way requirements. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.
- (u) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30-days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.
- (v) This Article does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.
- (w) Abandonment. Upon determination by a registrant ~~or communications services provider~~ that one or more of its communications facilities in the public rights-of-way is to be abandoned, the ~~registrant provider~~ shall notify the city no later than ninety (90) days from such determination, or no later than thirty (30) days following such abandonment, whichever is sooner. The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the ~~communications services provider or~~ registrant regarding the active use of the facility. If ~~the provider or~~ registrant fails to provide the requested documentation within thirty (30) days, a rebuttable presumption shall exist that ~~the provider or~~ registrant has abandoned the communications facility. Any small wireless facility, micro wireless facility, utility pole for collocation of a small wireless facility, or other communications facility installed within the public rights-of-way that is abandoned shall be removed by the registrant ~~or communications services provider~~ at its expense within thirty (30) days of receipt of notice from the city. Failure to remove an abandoned facility within

the thirty (30) days' period shall be deemed to be the registrant's ~~or communications provider's~~ consent for the city to remove the facility at the registrant's or provider's expense or for the city to allow another person to remove the facility at the registrant's or provider's expense. All permit applications and requests by the registrant will be suspended until the completion of the abandonment in accordance with code to the city's satisfaction to the extent not inconsistent with applicable law. The ~~communications services provider or~~ registrant shall be responsible for all damage to the public rights-of-way and any facilities or utilities damaged as a result of such removal, and shall restore the public rights-of-way as required in this subsection.

- (x) If there are two (2) or more users of a single facility, then this provision shall not become effective until all users cease using the facility. Notwithstanding the foregoing, if the facility is attached to an existing structure that has an independent function such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said abandonment of the facility requires removal of the facility only and does not require the removal of the existing structure.

Sec. 58-78. Development and Objective Design Standards for the Placement or Maintenance of Communications Facilities in the Public-Rights-Of-Way.

- (a) Terms and conditions for collocation on city utility poles.
 - (1) The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles. The city reserves the right to enter into agreements for collocation on city utility poles in its discretion.
 - (2) Reservation of space on city utility poles. The city hereby reserves the top one-third of the useable space of the vertical pole component of all city utility poles in the public rights-of-way for future public safety uses. The city manager may waive the reservation of space on city utility poles. The city may reserve additional space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use. The replaced pole shall continue to be owned by the city.
 - (3) The rate to collocate a small wireless facility on a city utility pole shall be one-hundred fifty dollars (\$150) per pole annually, or the highest rate authorized by applicable law. This amount shall not be deducted from any fees or taxes that may be due to the city. The fee shall be paid upon the city's issuance of a permit to collocate a small wireless facility on a city utility pole and annually thereafter on October 1.
 - (4) Agreements between the city and wireless providers that were in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this Article for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.
 - (5) For a city utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. §224 and implementing regulations. The good faith estimate of the city for any make-ready work necessary to enable the pole to

support the requested collocation must include pole replacement if necessary.

- (6) For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the registrant applicant. Alternatively, the city may require the registrant applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the registrant applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall accommodate the city's equipment and intended function and shall remain the property of the city, subject to the city's acceptance of the replaced or altered pole that complies with these requirements.
 - (7) The city may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.
 - (8) A collocation of a small wireless facility on a city utility pole shall comply with all applicable codes including and this Article, and shall not compromise the city utility pole's finish, functionality, or structural integrity particularly with respect to vulnerability to high velocity wind conditions.
 - (9) A collocation of a small wireless facility on a city utility pole shall not affect the city's ability to remove or to replace the pole in its sole discretion. A city utility pole that has been partially removed or has been designated to be removed by the city shall not be available for collocation or repurpose for collocation. Within thirty (30) days after receiving notification that the city intends to remove or to replace the utility pole, the registrant shall remove its collocated small wireless facility at its cost. In the interest of public safety and safety of city employees, a city structure in the public rights-of-way used to support an avian structure or facility shall not be available for collocation or repurpose or replacement for collocation. A city building or city utility pole extending from a building in the public rights-of-way shall not be available for collocation, or repurpose or replacement for collocation.
- (b) Location context and public safety regulations. A proposed communications facility shall comply with the following location context requirements unless waived by the city. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility.
- (1) A registrant shall comply with and abide by all applicable provisions of the state law and city ordinances, applicable codes and regulations, quasi-judicially approved conditions for approvals, settlement agreements, applicable contracts, applicable court orders, and applicable provisions of federal statutes, FCC regulations and PSC regulations in placing or maintaining a communications

facility in the public rights-of-way. Wireless facilities shall be considered to be structures under the Florida Building Code, Building Risk Category IV, Structures, Chapter 16 Section 1620 – 1621, High Velocity Hurricane Zone Area.

- (2) All communications facilities shall be placed and maintained so as not to interfere with, create any safety hazard, or create a visual obstruction to the traveling public's the use of the public rights-of-way or the use of bicycle lanes or multipurpose trails. To avoid such visual obstructions, no ~~not~~ utility poles for collocation of small wireless facilities or ground mounted small wireless facilities shall be located within traffic circles.
- (3) For public safety purposes, aboveground communications facilities, including but not limited to, small wireless facilities, micro wireless facilities and utility poles for collocation of small wireless facilities, shall not be placed or maintained on multipurpose trails.
- (4) Communications facilities shall be placed between the property line and the curb line of a street and shall not be located within a clear zone.
- (5) All communications facilities shall be placed and maintained so as not to cause unreasonable interference with the rights, accessibility and safety of property owners who abut any of the public rights-of-way. By way of example, the placement or maintenance of a communications facility in the public rights-of-way shall not cause excessive noise or light levels in violation of Chapter 42, Article IV, Noise and Light Regulation, of the City Code, based upon the use occupancy category of the adjacent property, shall not impede ingress and egress to adjacent property, materially block views from or into a business or residence, or materially block visibility of address or other signage on abutting properties.
- (6) A registrant shall not place or maintain its communications facilities to interfere, displace, damage or destroy any facilities, including but not limited to, the city drainage plan, sewers, ponds, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities or utilities lawfully occupying the public rights-of-way of the city, unless waived by the city.
- (7) The city may prohibit or limit the placement of new or additional communications facilities within the public rights-of-way if there is insufficient space to accommodate all of the requests to place and maintain facilities and utilities in the proposed location of the public rights-of-way, to safely accommodate additional installations at any location, for the protection of existing facilities and utilities in the public rights-of-way, or to accommodate city plans for public improvements, other approved capital improvements projects as part of the City Comprehensive Plan, the city's smart technology or projects the city determines are in the public interest.
- (8) Facilities to be installed underground.
 - a) All facilities shall be subject to the city's non-discriminatory undergrounding requirements that prohibit above-ground structures and utilities in the public rights-of-way. Unless waived by the city, all new communications facilities shall be placed underground, to the extent that new utilities other than fire hydrants are required to be located underground, including new electric and communications utilities in accordance with Chapter 11, Section 8 of the City Code. In addition, to the extent required by applicable PSC rules and regulations, applicable codes, restrictive covenants, quasi-judicially approved conditions of a development, planned unit development, community development district,

or court order, a registrant shall install its facilities underground. Additionally, a registrant shall endeavor to place all new facilities underground unless prevented from doing so by existing technology or by the physical characteristics of the installation location.

- b) A registrant shall not place or maintain utility poles for the collocation of small wireless facilities or small wireless facilities in a location in the public rights-of-way where there are no existing electric or communications utility poles and where new electric and communications utilities are required to be installed underground to the extent not inconsistent with applicable law.
- c) New proposed wireline fiber or coaxial backhaul facilities for small wireless facilities shall be installed underground consistent with applicable codes, unless waived by the city.
- d) For purposes of this subsection, unless inconsistent with applicable law, adoption of a final resolution by the city council shall constitute an undergrounding requirement over any area of the public rights-of-way. This subsection does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that if the city notifies the registrant of the micro wireless facility that aerial communications or electric distribution utilities will be converted to underground utilities, the registrant shall remove its micro wireless facility at its expense within the time frame required by the city.
- e) Conversion of overhead utilities to underground. No utility poles for the collocation of small wireless facilities, micro wireless facilities, ground mounted small wireless facilities, or small wireless facilities collocated on utility poles shall be placed in a location in the public rights-of-way where the City Council has determined that existing above ground electric and communications utilities should be removed and relocated underground. The presence of small wireless facilities or micro wireless facilities shall not be a basis not to comply with the city's requirements to convert above ground utilities to underground. To comply with the city's undergrounding requirements, a registrant shall remove its small wireless facilities, micro wireless facilities, and utility poles for collocation of small wireless facilities at its expense within 60 days of being notified by the city that such facilities must be removed. The city shall have the right to remove such facilities at the registrant's expense if the registrant fails to do so. For small wireless facilities installed before the city adopts requirements that public utility lines must be placed underground, the city, in its discretion, shall: (a) allow a wireless provider to maintain the small wireless facility in place subject to any applicable pole attachment agreement with the pole owner; or (b) allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with the objective design standards contained within this Article.
- f) Notwithstanding the provisions of this subsection, the city may approve a permit for a new utility pole for collocation of a small wireless facility in an area where all public utility lines must be placed underground, if a wireless provider satisfies the following:
 - 1. The registrant wireless provider provides information from a licensed engineer that the city has not allowed structures to remain above ground that are reasonably available to the wireless

provider for the collocation of small wireless facility and that may be replaced by a wireless provider to accommodate the collocation of small wireless facilities;

2. The proposed utility pole otherwise complies with this Article; and

3. The registrant wireless provider provides information from a licensed engineer that it is not reasonably able to provide wireless service by collocation on a remaining utility pole or other structure in the rights-of-way.

- (9) Prohibition against placement in violation of OSHA or NESC or NERC rules and regulations. Communications facilities, including but not limited to small wireless facilities and utility poles for the collocation of small wireless facilities shall not be placed in a location which violates rules and regulations set by Occupational Safety and Health Administration or the National Electrical Safety Code or the North American Electric Reliability Corporation standards. By way of example and not limitation, if required by such rules and regulations, a small wireless facility or utility pole intended to support the collocation of a small wireless facility may not be placed within a ten (10) foot radius of an electric distribution facility or within a twenty (20) foot radius of an electric transmission line.
- (10) Prohibition against placement within a location subject to homeowners' association restrictions. Small wireless facilities shall not be place in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. For purposes of this subsection, to the extent not inconsistent with applicable law, a location in a public right-of-way that abuts parcels within a homeowners' association on both sides of its width shall be considered a location subject to covenants, restrictions, articles of incorporation, or bylaws of such homeowners' association. This subsection shall not apply to limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facility.
- (11) Placement in relation to adjacent uses of property and building facades thereon. Where parking and/or loading spaces are not permitted between a building façade and the corresponding property line (i.e. front façade and front property line, side street façade and side street property line) by design standard, or such spaces do not exist in those locations on existing properties, new communication facilities and new utility poles for collocation of small wireless facilities shall be placed in-line with the common, interior side lot lines and shall not be placed in-line with the front/principal façade of a residence, place of business, or any other principal use building located on property that abuts the public rights-of-way.
- (12) To accommodate and to protect the ~~c~~City's nature preserve area of ~~Doris Dorris~~ Leeper Spruce Creek Preserve, inclusive of portions of Martin Dairy Road, as described in the ~~city's City's~~ Comprehensive Plan, no new communications facilities, including but not limited to, wireless facilities, small wireless facilities, new utility poles for collocation of small wireless facilities, or fiber, shall be placed or maintained within public rights-of-way within ~~Doris Dorris~~ Leeper Spruce Creek Preserve, ~~unless waived by the city~~.
- (13) Specific locations, capital improvement projects, districts and community redevelopment agency areas.
- (a) A registrant shall not place new utility poles for the collocation of small wireless facilities, small wireless facilities or micro wireless facilities within

the public rights-of-way in such a location that would interfere with or impair the city's ability to pursue the projects identified within the city's Capital Improvement Program FY18-FY23 adopted by the City Council on August 15, 2017, as it may be amended, as described more fully in Resolution No. 17-33, unless waived by the city manager ~~City Manager~~. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility so as to minimize the impact on the CIP. A registrant shall relocate at its expense, its utility poles, small wireless facilities and micro wireless facilities that need to be relocated to accommodate the city's CIP construction, to the extent not inconsistent with applicable law.

- (b) Small wireless facilities, utility poles for collocation of small wireless facilities and aerial communications facilities shall not be permitted in an area within the public rights-of-way that would interfere with the city's public art program. The city may notify a registrant to relocate at its cost a utility pole used for collocation of a small wireless facility or ground mounted small wireless facility if such location interferes with a planned installation of art. A registrant that damages an object of art installed pursuant to the art program, the registrant shall be responsible for the costs of the art and shall indemnify the city as required in this Article. The city reserves the right to require an additional security fund in conjunction with an application to place or maintain a communications facility in an area where an art object has been located.
- (14) A structure granted a permit and installed pursuant to this Article shall comply with Chapter 333, F.S., and city or federal regulations pertaining to airport airspace protections.
- (15) Historic preservation. This Article does not limit the city's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. §332(c)(7), the requirements for facility modifications under 47 U.S.C. §1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. Communications facilities shall not be permitted to be collocated on or to interfere with historic property or landmark that may be within or adjacent to the public rights-of-way unless waived by the city. The city shall not allow small wireless facilities, utility poles for the collocation of small wireless facilities or micro wireless facilities to be located in a manner that would impact negatively historic property or landmark unless waived by the city. Historic properties and landmarks may be so designated as being listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended, a property within a National Register-listed district, or individually listed in the Florida or City Register of Historic Places, consistent with city codes, administrative rules, or regulations that were adopted by city ordinance on or before April 1, 2017, which are applicable to a historic area designation by the state or city.
- (c) Objective design standards.
 - (1) Intent and purpose. Small wireless facilities in the public rights-of-way and utility poles installed or repurposed in the public rights-of-way for collocation of small wireless facilities shall be designed in such a manner to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. The objective design standards contained in this Article regulating the location context, color, stealth design, and concealment of the proposed small wireless facility shall apply, unless waived by the city.

- (2) ~~Registrants~~ ~~Applicants~~ shall not place or maintain signage on communications facilities, including small wireless facilities or utility poles for collocation of small wireless facilities, in public rights-of-way, unless otherwise required by federal or State law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.
- (3) A small wireless facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the city, or state and federal laws and regulations or as permitted by the city.
- (4) Design standards for Utility Poles. Stealth design for new or replaced utility poles for collocation of small wireless facilities. All proposed new or replaced utility poles for collocation of small wireless facilities shall comply with applicable codes and shall meet the design standards contained in this subsection unless waived by the city.
- (a) A replaced or restructured utility pole to accommodate the collocation of a small wireless facility shall be in substantially the same location as the original utility pole.
- (b) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the city requires a different design, color or composition to be consistent with applicable city standards for new utility poles.
- (c) Unless waived by the city, the height for a new utility pole or replaced utility pole installed pursuant to this Article shall not exceed the height of the tallest existing utility pole as of July 1, 2017, in the same right-of-way, measured from grade, in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet in the same public right-of-way as of July 1, 2017, the height shall be limited to 50 feet measured from grade. Height shall include only the height of the utility pole and shall not include any light, antennas, masts or other attachments to the utility pole.
- (d) Unless waived by the city, a new utility pole shall be designed to be substantially similar in design to the predominant type of other utility poles at the proposed location in the same block or vicinity of the public rights-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same area of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equidistant between existing poles. Unless waived by the city, any such stealth utility pole for collocation of a small wireless facility shall function in the same manner as the facility it is intended to resemble in compliance with the code, at the expense of the registrant to the extent not inconsistent with applicable law. By way of example, if a registrant installs a utility pole for collocation of a small wireless facility to resemble a nearby light pole, the registrant is encouraged to include a light that is operated in the same manner as other light poles, at the registrant's ~~applicant's~~ expense. The city manager ~~City~~

~~Manager~~ may, in the exercise of discretion, approve a collocation of a small wireless facility on a city light pole that would otherwise not qualify for collocation under this Article.

- (e) Notwithstanding this subsection, if the proposed location of a new utility pole for collocation of a small wireless facility is within a public right-of-way that is within a particular zoning district, planned unit development, community development district, community redevelopment agency, or a homeowners' association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.
 - (f) If there are no existing utility poles in close proximity to a new utility pole for collocation to resemble or any applicable design standards based on the location, the new utility pole shall be a concrete or fiberglass pole with a black finish, or designed pursuant to standards established by the city manager ~~City Manager~~.
 - (g) This subsection does not authorize the installation of a new utility pole for collocation of a small wireless facility in a location that is otherwise prohibited pursuant to court order or applicable codes or, ~~including but not limited to~~ this Article.
- (5) Stealth design for collocation of small wireless facilities.
- (a) Wires, cables and equipment to be collocated on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.
 - (b) If the utility pole for the proposed collocation of a small wireless facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall be used to camouflage the small wireless facility such as through replacement of the cobra head with a new cobra head containing the small wireless facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the small wireless facility, to the extent not inconsistent with applicable law. Unless consistent with the design of the utility pole, a small wireless facility shall not be collocated on a mast of a utility pole. In no event shall a small wireless facility be collocated on the mast of a utility pole that serves as a traffic signal pole. Any street light fixture installed by the registrant shall be maintained in good working order by the registrant at its cost.
 - (c) Slim design shall be used wherein the top mounted antenna does not exceed the diameter of the supporting utility pole at the level of the antenna attachment by more than six inches, or if applicable for other than round poles, by more than six inches on each side, and side mounted enclosures, if any, do not extend more than twenty-four (24) inches beyond the exterior dimensions of the existing structure, repurposed structure or utility pole at the level of antenna attachment measured from the edge of the pole to the outermost surface of the antenna.
 - (d) Maximum height restrictions. A small wireless facility, including any attached antennas, shall not exceed ten (10) feet above the existing structure, repurposed structure or utility pole upon which the small wireless facility is to be collocated. A small wireless facility in the public rights-of-

way shall not be used for the attachment of any communications facilities or fiber other than the equipment included within the small wireless facility.

- (6) Small wireless facilities not collocated on utility poles or existing structures.
- (a) Ground-mounted small wireless facilities up to 28 cu. ft. in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated small wireless facility. ~~Pursuant to Section 337.401(7)(b)(2), F.S., ground-mounted small wireless facilities shall be located with reasonable spacing of at least 200 feet from other ground-mounted small wireless facilities. To the extent not inconsistent with applicable codes and applicable law, ground-mounted small wireless facilities shall be located with reasonable spacing of at least 200 feet from other ground-mounted small wireless facilities.~~
 - (b) The ground-mounted small wireless facility shall be architecturally designed and of the same materials and color finish to be substantially similar to other at-grade infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or utility facilities. If the ground-mounted small wireless facility is not substantially similar to other at-grade infrastructure as set forth herein, the proposed small wireless facility shall be submitted to the city for review and approval.
 - (c) To the extent not inconsistent with applicable codes, at the city's direction, ground-mounted small wireless facilities shall be enclosed in a wrap the design of which has been approved by the city staff. The registrant shall maintain the wrap in good condition at its sole cost and expense. The city may designate specific areas of the city where all ground-mounted small wireless facilities must be enclosed in a wrap.
 - ~~(d) To the extent not inconsistent with applicable codes, at the city's direction the registrant owner of a ground-mounted small wireless facility in the public rights-of-way shall conceal the facility with landscaping and plantings. Landscaping and plantings pursuant to this subsection shall be subject to the city's approval and be maintained by the registrant at its sole cost and expense consistent with the code for so long as the small wireless facility remains in the public rights-of-way.~~
 - (e) The city manager is authorized to create a manual showing figures of acceptable and unacceptable designs for facilities to be placed or maintained in the public rights-of-way.
- (7) Development standards for communications facilities other than small wireless facilities and utility poles for collocation of small wireless facilities.
- (a) Dimensional limits. No communications facility other than small wireless facilities located aboveground, excluding utility poles, having exterior dimensions greater than four feet high, by four and one-half feet long, by two and one-half feet wide, or having a total volume exceeding 45 cubic feet, shall be granted a permit for construction or installation nor shall be constructed within the corporate limits of the city on any public rights-of-way unless:
 - (1) ~~The registrant communication service provider~~ can properly demonstrate in its permit application for placement of communication facilities in the public rights-of-way that strict

compliance with the dimensional limits in this subsection will prevent the communications service provider from installing, constructing, maintaining, or providing its communications network; and

- (2) The ~~registrant communication service provider~~ demonstrates in its permit application that the proposed communications facilities it desires to construct which exceeds the dimensional limits set forth above in this subsection are necessary to provide adequate capacity to meet the requirements of the ~~registrant applicant~~ at a specific location, or that said limits are otherwise technologically infeasible at the location, and that the proposed equipment the service provider desires to utilize is of the minimum size available to meet the requirements of the ~~registrant's applicant's~~ communications network; and
 - (3) The ~~registrant communication service provider~~ demonstrates in its permit application that the proposed communications facilities are located and composed in a manner to minimize adverse impacts to abutting properties and the surrounding neighborhood and does not create a hazard by impairment of visibility to motorists or pedestrians at the proposed site and does not negatively impact or violate location and other regulations contained in this Article: and
 - (4) The ~~facility communication service provider~~ proposed by the ~~communications provider-registrant~~ does not otherwise create a hazard to the public health, safety and welfare.
- (b) Notice to residential areas. Whenever a ~~registrant communication service provider~~ subject to this subsection submits a permit application to locate communications equipment which exceeds the dimensional limits in this subsection within residentially-zoned districts in the city, the ~~registrant applicant~~ shall provide notice by posting an 18" x 24" sign, satisfactory to the city, at the proposed location advising residents that they may review the permit application at the city and provide their comments to the city. The sign shall be posted a minimum of 30 days prior to any decision being made on the permit application to allow adequate time for input by residents and so as not to unduly delay the processing of any application.

Sec. 58-79. Fees and Taxes for Access to Public Rights-of-Way.

- (a) A registrant that places or maintains communications facilities in the public rights-of-way shall be required to pay fees and taxes as required by applicable law and ordinances of the city, including this Article.
- (b) Pass-through providers shall pay to the city on an annual basis an amount equal to five hundred dollars (\$500.00) per linear mile or portion thereof of communications facilities placed and/or maintained in the public rights-of-way. The amounts charged pursuant to this Article shall be based on the linear miles of public rights-of-way or portion thereof, where communications facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
- (c) The city shall discontinue charging pass-through provider fees to a person that has ceased being a pass-through provider. Any annual amounts charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits

communications services taxes imposed by the city pursuant to Chapter 202, F.S., as amended.

- (d) The initial amount of pass-through provider fees shall be paid prior to issuance of a permit to a pass-through provider based on the facilities authorized to be installed in the public rights-of-way pursuant to the permit. The amount due may be modified based upon the as-builts submitted by the pass-through provider. Subsequent annual payments of pass-through provider fees shall be due and payable on October 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made. A pass-through provider shall provide an annual notarized statement to the city identifying the total number of linear miles of pass-through facilities in the city's rights-of-way. Upon request from the city, limited to no more than once annually, a pass-through provider must provide reasonable access to maps of pass-through facilities located in the rights-of-way of the city. The scope of the request shall be limited to only those maps of pass-through facilities from which the calculation of the linear miles of pass-through facilities in the public rights-of-way can be determined. The request shall be accompanied by an affidavit that the person making the request is authorized by the city to review tax information related to the revenue and mileage calculations for pass-through providers.
- (e) If the payments required by this Section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full, in addition to any other remedies available pursuant to this Article and applicable law, including but not limited to drawing upon a registrant's ~~security fund and/or~~ performance bond.
- (f) The city ~~shall not~~ may charge fees for registrations and to process applications for permits pursuant to this Article to the extent such fees are not authorized ~~not prohibited~~ by applicable law.

Sec. 58-80. Enforcement Remedies ~~Enforcement Remedies~~.

- (a) Nothing in this Article shall affect or limit the remedies the city has available under applicable law. In addition to any other remedies available at law, including but not limited to F.S. §§166.0415(municipalities) and Ch. 162, (municipalities and counties), or equity or provided in this section, the city may apply any one or combination of the following remedies in the event a registrant violates this Article, or applicable local law or order related to the public rights-of-way.
- (b) In addition to the city's ability to terminate a registration pursuant to this Article or to deny, suspend or revoke permits, the failure to comply with the provisions of this Article or other law applicable to occupants of the public rights-of-way may result in imposition of penalties to be paid by the responsible person to the city in an amount of not less than \$100.00 per day or part thereof that the violation continues. A registrant's or person's failure to obtain a permit before commencing work, except where a permit is not required pursuant to this Article, may result in imposition of penalties to be paid to the city in an amount of not less than \$500.00 per day or part thereof that the violation continues.
- (c) In addition to or instead of any other remedy, the city may seek legal or equitable relief

from any court of competent jurisdiction.

- (d) Before imposing a fine, the city shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the person shall have 30 days to either:
 - i. Cure the violation to the city's satisfaction, and the city shall make good faith reasonable efforts to assist in resolving the violation; or
 - ii. File an appeal with the city to contest the alleged violation pursuant to this Section, which shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.
- (e) In determining which remedy or remedies are appropriate, the city ~~or hearing officer~~ shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required to prevent further violations, and such other matters as the city or hearing officer determines are appropriate to the public interest.
- (f) Failure of the city to enforce any requirements of this Article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type, or to seek appropriate enforcement remedies.
- (g) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this Article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this Article in default and apply any one or combination of the remedies otherwise authorized by this Section.
- (h) *Force majeure.* In the event a registrant's performance of or compliance with any of the provisions of this Article is prevented by a *force majeure* cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to cure or correct any such inability to comply expeditiously.

SECTION 3. It is the intention of the City Council that the provisions of this Article shall become and be made a part of the City Code, which provisions may be renumbered or re-lettered and the ordinance be changed to "section," "article," or other appropriate word to accomplish such intention.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this Article or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared severable.

SECTION 6. This Article shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the __ day of _____, 2021.

Passed and adopted on second and final reading on the __ day of _____, 2021.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney