



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 7, 2023

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE 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 Roxanne Dwyer of Relevant Church
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Flood Awareness Week Proclamation
5. American Red Cross Month Proclamation

C. CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

D. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. February 21, 2023 - Regular City Council Meeting
 - b. February 28, 2023 - City Council Workshop
9. Bid Awards and Contract Items
 - a. Approval of an extension to the Standard Contract for Services (CA6963) with VerdeGo LLC for the SR421/Dunlawton Avenue Median Improvement Maintenance
 - b. Approval to purchase an auxiliary Cat Genset 1000kw generator from Ring Power

- c. Approval of Amendment No. 2 to the Amended and Restated Agreement CA00674 with G.E.L. Corporation for recyclable materials
- d. Approval and consent to the assignment of the Motorcycle Lease Agreement CA6953 with Rossmeyer Daytona Motorcycles Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle (ITB 19-29) to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson
- e. Approval of Contract with Advanced Roofing for Roof Repair & Replacement Services (RFSQ 22-14)
- f. Approval to Waive Bidding Requirements for HVAC Services

10. Approval of Sanctuary on Spruce Creek Traffic Enforcement Agreement

11. Approval of the Central Florida Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement

12. Approval of City of Daytona Beach Shores Automatic License Plate Reader Memorandum of Understanding (MOU)

E. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

F. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

G. PUBLIC HEARING

14. Second Reading - Ordinance No. 2023-01 - Rezoning/662 Herbert Street (Case No. REZONING-22-0001)

15. Approval of the Madeline Commons Final Subdivision Plat and Plans (Case No. 22-50000003)

H. REGULAR AGENDA

16. Approval of Lease Agreement with Flagsticks Bar & Grill Inc. for Food and Beverage Service at Cypress Head Golf Course

I. ADDITIONAL ITEMS

17. City Attorney

18. City Manager

J. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. River to Sea TPO - Vice Mayor Reed Foley
- b. Fire Pension - Vice Mayor Reed Foley

- c. Police Pension - Councilman Drew Bastian
- d. General Employee's Pension - Councilman Scott Stiltner

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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 21, 2023

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.

Invocation by Pastor John Mazza of Family Worship Center

Pledge of Allegiance

Roll Call

Present:

Councilman Drew Bastian
Councilman Scott Stiltner
Vice Mayor Reed Foley
Mayor Don Burnette

Also Present:

City Manager Wayne Clark
City Attorney Matthew Jones
Assistant City Clerk Tracee Cody

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Reed Foley and Seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

a. February 7, 2023 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval to award ITB #22-10 for Water Reclamation Facility East Master Lift Station Upgrades to McMahan Construction Company

- b. Approval to award ITB #22-15 for Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company
- c. Approval to award ITB #22-16 to Scotty Boy Landscaping for the Facility Landscape Maintenance Services
- d. Approval of Task Authorization No. 4 under the Master Contract for Professional Engineering Services with Mead & Hunt for Public Utilities and Environmental Services (CA7763) for Consent Order OCG No. 21-0734 Immediate Corrective Action Plan Inflow & Infiltration (I&I) Abatement
- e. Approval of Task Authorization No. 6 with Kimley Horn - Construction Administration services for the WRF East Master Lift Station Upgrades
- f. Approval of the Port Orange Community Trust Agreement
- 8. Resolution No. 23-05 - Reimbursement Resolution for Water Reclamation Facility East Master Lift Station Upgrades
- 9. Resolution No. 23-06 - FY2021 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$9,401.00 from the Florida Department of Law Enforcement for Radar and Speed Measurement Program
- 10. Resolution No. 23-11 - Calling for a Primary and Special Election to elect a Council Member for District 2 and providing for qualifying dates
- 11. Approval of Major Special Event Request from Giuseppe's Steel City Pizza at 3658 Nova Road for Bike Week
- 12. Approval of Major Special Event Request for The Doghouse Bar and Grill at 3400 S. Nova Road for Bike Week
- 13. Approval to submit the proposed project list for the River To Sea TPO 2023 Transportation Improvement Program Priority List
- 14. Approval of Pioneer Arms Corp Economic Incentive Agreement - Ch. 20 Targeted Business

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Warren Carman, Chairman of the Port Orange Police Pension Board, provided details to Council about the pension plan.

COUNCIL COMMENTS

- 15. Comments/Concerns from Council Members

Councilman Scott Stiltner commented further about the rate of return for the Police Pension Plan.

Mayor Don Burnette thanked Carman Warren for the information and spoke about future Mayor/Manager breakfasts and Parks & Rec events.

SPECIAL REPORTS

16. Port Orange Community Trust Annual Report

Jennifer Marano, Port Orange Community Trust Executive Director, provided financial details and upcoming events.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

17. Citizen Advisory Committee for TPO

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

PUBLIC HEARING

18. First Reading - Ordinance No. 2023-01 - Rezoning/662 Herbert Street
(Case No. REZONING-22-0001)

Mayor Don Burnette read Ordinance No. 2023-01.

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +2.1 ACRES GENERALLY LOCATED AT 662 HERBERT STREET FROM TWO-FAMILY RESIDENTIAL (R-2D) TO SINGLE-FAMILY RESIDENTIAL (R-10SF); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-01 was made by Vice Mayor Reed Foley and Seconded by Councilman Scott Stiltner.

Penelope Cruz, Planning Manager, provided details on the proposed rezoning.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

19. Approval of Major Special Event Request for Daytona's Original First Turn at 5164, 5204, and 5236 South Ridgewood Avenue for Bike Week

Motion to approve was made by
Councilman Drew Bastian and
Seconded by Councilman Scott Stiltner.

Vice Mayor Reed Foley abstained from the vote due to conflict. City Manager, Wayne Clark, asked for Council's consideration and discussed the request to extend the event an extra hour of outdoor music.

Shane Snipes, First Turn owner, spoke about his request for the extra hour and explained he's fully committed to cooperate with the City.

Motion carried unanimously by roll call
vote.

20. Appointment of an Interim Council Member for District 2

Mayor Don Burnette explained the process for interviewing the applicants and voting for an Interim Council Member.

Applicants Corey Berman, Tracy Grubbs, Kevin Lewis, and Mark Gabriel introduced themselves and answered questions from Council (applicants Jason Powell and William Chippeaux were not in attendance and applicant Angelina Rossi withdrew her application).

Robert Reinhausen, resident, commented on Jason Powell living in District 3 and that he should not be allowed to apply for a different district seat.

Council recessed at 7:34 p.m. and reconvened at 7:44 p.m.

Motion to nominate Tracy Grubbs was
made by Councilman Scott Stiltner and
seconded by Councilman Drew Bastian.

Motion to nominate Mark Gabriel was
made by Councilman Drew Bastian and
seconded by Vice Mayor Reed Foley.

Robin Fenwick, Assistant City Manager, read the ballots with the following results:

Vice Mayor Reed Foley and Mayor Don Burnette voted for Mark Gabriel
Councilman Drew Bastian and Councilman Scott Stiltner voted for Tracy Grubbs

With the tie, Council asked more questions from Tracy Grubbs and Mark Gabriel.

Ms. Fenwick read the ballots with all Council members voting for Tracy Grubbs.

Mayor Don Burnette declared Tracy Grubbs as the Interim City Council Member for District 2 and Councilman Grubbs was sworn in by Mrs. Fenwick.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

Mr. Clark reminded everybody that a City Council Workshop will be held on Tuesday, February 28, 2023.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT – 8:04 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9) Bid Awards and Contract Items

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

PRESENTER:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 2/17/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9a) Approval of an extension to the Standard Contract for Services (CA6963) with VerdeGo LLC for the SR421/Dunlawton Avenue Median Improvement Maintenance

DEPARTMENT: Public Works

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve a six (6) month extension to the Standard Contract for Services (CA6963) with VerdeGo LLC for the SR421/Dunlawton Avenue Median Improvement Maintenance.

SUMMARY: In 2019, the City awarded VerdeGo LLC the bid for Major Thoroughfare Maintenance. This bid included maintenance of all of Dunlawton Avenue, Nova Road, and Ridgewood medians and rights of way. In April 2020, Council awarded a contract to VerdeGo LLC (ITB #19-15) for the Dunlawton Avenue median landscaping project. That construction contract included one year of maintenance. Once the bid was awarded and work began, the portion under construction was removed from the Major Thoroughfare Maintenance contract. The newly landscaped area was maintained under a separate contract. The initial term of the contract was February 6, 2021 to February 5, 2022 with a one (1) one-year renewal option under the same terms upon agreement of the parties and approval by the City Manager.

The current term of this contract was February 6, 2022 through February 5, 2023. The City has exhausted all the renewal options. Staff is currently working on new bid specifications that will incorporate all of the Dunlawton maintenance back under one contract (Major Thoroughfare Maintenance).

In order to maintain current maintenance of the newly installed landscaping on the Dunlawton median, staff has asked the vendor to approve a six (6) month extension. The vendor has agreed to the request but has requested a slight increase due to labor expenses. The vendor has requested a 3% increase for a revised annual contract amount from \$84,910 to \$87,457.30. Since this request is for a 6-month term, the cost would be \$43,728.65. If this item is approved, the contract will be extended from February 6, 2023 to August 5, 2023. At that time, this portion of Dunlawton will be included in the Major Thoroughfare Maintenance contract.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	VerdeGo Landscape, LLC Amendment and Six Month Extension	VerdeGo Landscape, LLC Amendment and Six Month Extension.pdf
2.	Justification Memo - VerdeGo Dunal Med Extension CA6963	Justification Memo - VerdeGo Dunal Med Extension CA6963.docx
3.	Dunlawton 6 Month Extension Pricing 1-31-23	Dunlawton 6 Month Extension Pricing 1-31-23.pdf
4.	Letter for Increase 2023 - City of Port Orange 1-31-23	Letter for Increase 2023 - City of Port Orange 1-31-23.docx
5.	EXECUTED CA6963 VERDEGO Dunlawton Medians Landscape Maint eff 2 6 2021 to 2 5 2022 per ITB 19 15 Dunlawton Beautification	EXECUTED CA6963 VERDEGO Dunlawton Medians Landscape Maint eff 2 6 2021 to 2 5 2022 per ITB 19 15 Dunlawton Beautification.pdf
6.	VerdeGo Landscape, LLC. Amendment & Renewal No. 1 CA6963	VerdeGo Landscape, LLC. Amendment & Renewal No. 1 CA6963.pdf
7.	VerdeGo COI 2023	VerdeGo COI 2023.pdf

Julia Wiggins	Created/Initiated - 2/7/2023
Kelly Klausky	Approved - 2/7/2023
Tom DiEulio	Approved - 2/8/2023
Ronny Buttrum	Approved - 2/8/2023
Lynn Stevens	Approved - 2/8/2023
John McKinney	Approved - 2/9/2023
Matthew Jones	Approved - 2/20/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023

AMENDMENT AND SIX-MONTH EXTENSION

THIS AMENDMENT AND SIX-MONTH EXTENSION ("2023 Amendment and Extension") 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 **VERDEGO LANDSCAPE, LLC** ("Contractor") a Florida limited liability corporation with its principal place of business at 39 Audobon Lane, Flagler Beach, Florida 32136. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 10th day February of 2021, the Parties entered into a Standard Contract for Services pursuant to Invitation to Bid 19-15 ("ITB 19-15") for SR421/Dunlawton Avenue Median Improvements Maintenance Plan ("Contract"), having an initial term commencing upon final acceptance of ITB 19-15 construction associated with the ITB 19-15 EJCDC, and continuing for a period of one (1) year, with a one-year renewal upon written mutual agreement of the Parties, subject to the review and approval of the City Manager and budget appropriation; and

WHEREAS, on the 13th day of April 2022, the Parties amended a scrivener's error in the Contract, revising the Contractor's name from VerdeGo, Inc. to VerdeGo Landscape, LLC, to reflect who the Contract was awarded, and amended the mailing address as listed in Notice section of the Contract, to reflect the updated address, as listed in the Florida Division of Corporations; and

WHEREAS, on the 13th day of April 2022, the Parties utilized the one-year Contract renewal, notwithstanding the date of execution, for a period commencing on February 10, 2022 and continuing until February 9, 2023; and

WHEREAS, the Parties desire to extend the Contract for a six (6) month period to continue services, allowing the City to complete the procurement process, for services that expired on February 9, 2023; and

WHEREAS, the Port Orange City Manager has determined that the execution of this 2023 Amendment and Extension 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 amended and extended, notwithstanding the date of execution shall commence on February 10, 2023 and continue until August 9, 2023.
3. Counterparts. This 2023 Amendment and Extension 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 2023 Amendment and Extension 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 2023 Amendment and Extension.
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 2023 Amendment and Extension on the day and year stated hereinafter.

VERDEGO LANDSCAPE, LLC

By HEARTLAND FLORIDA, LLC, ITS MEMBER

Witnesses:

By U.S. FACILITY SERVICES, LLC, ITS MEMBER

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as an Officer of the Entity 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 Entity.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Director, Public Works & Utilities
Julia Wiggins, Business Manager, Public Works & Utilities

FROM: Ronny Buttrum, Deputy Director, Public Works & Utilities

DATE: February 6, 2023

SUBJECT: Amendment No 2 & Extension – VerdeGo LLC, CA6963, ITB 19-15
SR421/Dunlawton Avenue Median Improvement Maintenance Plan

REQUEST:

The Public Works & Utilities Department requests City Council approve Amendment No 2 & Extension to the Standard Contract for Services (CA6963) with VerdeGo LLC for a six (6) month extension and pricing increase.

PURPOSE:

The purpose of this request is to provide landscape maintenance services for SR421/Dunlawton Avenue Median Improvements Maintenance Plan as outlined under ITB 19-15.

CONSIDERATION:

On February 6, 2021, Council awarded a contract to VerdeGo LLC pursuant to ITB #19-15, SR421/Dunlawton Avenue Median Improvement Maintenance Plan. The initial term of the contract is February 6, 2021 to February 5, 2022 with a one (1) one-year renewal option under the same terms upon agreement of the Parties and approval by the City Manager.

The current term of this contract is February 6, 2022 through February 5, 2023. The City has exhausted all the renewal options. Staff is currently working on new bid specifications and plans that will combine this portion of Dunlawton maintenance back into one agreement, Major Thoroughfare Maintenance which is in process of bidding.

In order to maintain current mowing, we have asked the vendor to approve a six (6) month extension. The vendor has agreed to the request but has requested a slight increase due to labor expenses. The vendor has requested a 3% increase for a revised annual contract amount from \$84,910 to \$87,457.30. Since this request is for a 6-month term, the cost

would be \$43,728.65. Amendment No 2 and Extension will extend the current contract from February 6, 2023 to August 5, 2023.

FUNDING:

Fund: 001

Fund Name: General Fund

Cost Center: Public Works

Program: Grounds Maintenance

Spend Category: Grounds maintenance services

Annual - \$87,457.30

Six Month - \$43,728.65

RECOMMENDATION:

The Public Works and Utilities Department recommends Council to approve Amendment No 2 & Extension to the Standard Contract for Services (CA6963) with VerdeGo LLC for a six (6) month extension and pricing increase.

ANTICIPATED SCHEDULE:

- 1.) Council Approval – February 21, 2023

ATTACHMENTS:

- 1.) Contract CA6936 VerdeGo LLC
- 2.) Contractor's Written Request.

Dunlawton Avenue-New Medians Maintenance - 26 Services Mulch - 1 x per Year Paid at Time of Service ROAD NAME				MAINTENANCE COST PER # of TOTAL Service SERVICES MONTHLY COST			TOTAL 6 MONTH COST ALL APPLICATIONS
		SQUARE	ACRES				
		FOOTAGE					
4	Dunlawton Avenue Medians - New	338,744	7.78	\$1,681.87	26		\$43,728.65
	I-95 to 1788 Dunlawton Ave			\$168.18			
	1788 Dunlawton to Yorktowne Blvd			\$168.18			
	Yorktowne Blvd to Clyde Morris Blvd			\$168.18			
	Clyde Morris Blvd to Victoria Garden/City Center Pkw.			\$168.18			
	Victoria Garden/City Center Pkw.to N. Swallow Tail/ Village Trail			\$168.18			
	N. Swallow Tail/ Village Trail to S. Swallow Tail Dr			\$168.18			
	S. Swallow Tail Dr to Jackson St.			\$168.18			
	Jackson St. to Dunlawton Hills Subdivision			\$168.18			
	Dunlawton Hills to Oak St			\$168.18			
	Oak St to Spruce Creek Rd			\$168.18			
Total 6 Month Cost							\$43,728.65

City Of Port Orange

Maintenance Service Contract

Re: Requested 2023 Price Increase Details

VerdeGo Landscape is proposing and requesting a 3% contract price increase going into the 2023 6 month contract extension, effective March 1st 2023. The 3% annual price increase would amount to an additional \$1,273.65 over the current 6 month contract amount of \$42,455.00 for a new contract amount of \$43,728.65.

In the last 12 months (or less), the landscape services, "Green", industry has seen a significant impact of cost increases due to current economic, energy, and labor issues. In fact, year over year, VerdeGo has seen an overall increase of approximately **16.1%** for its costs to perform the same services.

Here is a more detailed look at service cost increases between Aug '21 to Aug'22:

	Increase %
Labor	15.2%
Mulch	11.9%
Palm Pruning	17.6%
Chemical/Fertilizer	14.3%
Irrigation Parts	24.5%
Fuel	22.0%
Other Overheads	10.8%
Overall	16.1%

Although Verdego is seeing a significantly higher percentage of price increases, we are requesting only a 3% increase to reduce some of that impact and allow us to continue to provide the same level of service that The City Port Orange expects.

Jesse Villanueva

Branch Manager Daytona Beach



CITY OF PORT ORANGE MAINTENANCE AGREEMENT

This Maintenance Agreement ("Contract") is entered into this 10th day of February, 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 VERDEGO, INC., a Florida limited liability corporation whose principal address is 39 Audubon Lane, Flagler Beach, FL 32136 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide SR421/Dunlawton Avenue major thoroughfare landscape maintenance, and as more specifically described in ITB 19-15 EJCDC Agreement dated April 21, 2020 ("ITB 19-15 EJCDC"), Exhibit "A" to this Contract, "City Landscape Maintenance Specifications", Exhibit "B" to this Contract, "SR421/Dunlawton Avenue Median Improvements Maintenance Plan." Provision of Services under this contract shall be limited to SR421/Dunlawton Avenue medians from Spruce Creek Road to the I-95 overpass. This Contract together with ITB 19-15 EJCDC, Exhibit "A," and Exhibit "B," 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. A complete copy of ITB 19-15 EJCDC 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: Notwithstanding the date of execution, Contract shall become effective and commence upon final acceptance of ITB 19-15 construction associated with the ITB 19-15 EJCDC, and shall continue for a period of one (1) year ("Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for a one-year period, subject to review and approval of the City Manager and budget appropriation.

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 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 ITB 19-15 EJCDC, Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices, in an amount not to exceed Eighty-Four Thousand Nine Hundred Ten and 00/100 Dollars (\$84,910.00) for the initial term of this Contract. The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each 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 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."

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. 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.

10. 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.

11. 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.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 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.
☒	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 FOB goods under \$25,000.00.		

12. 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.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. 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, 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.

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

Contractor: VerdeGo Landscape, LLC
Attention: Terry M. McNitt, Jr.
P.O. Box 35
Bunnell, Florida 32110
(386) 437-3122 – Telephone
dsimmons@verdego.com

39 Audubon Lane
Flagler Beach, Florida 32136

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.

28. 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: _____

VERDEGO LANDSCAPE, LLC

By: _____

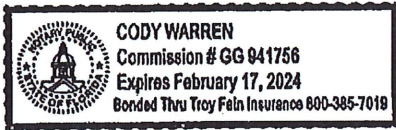
Terry M. McNitt, Managing Member

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

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization, this 5 day of Feb, 2021, by Terry M. McNitt, Jr., as Managing Member of VerdeGo Landscape, LLC, a Florida corporation. He ☒ personally known or ___ produced ___ as identification.



Notary Public, State of Florida

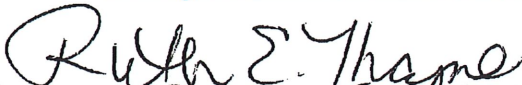
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE


Printed Name: Jazone C. Keller

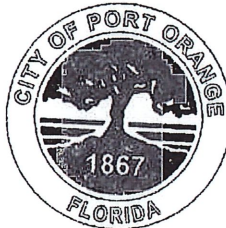
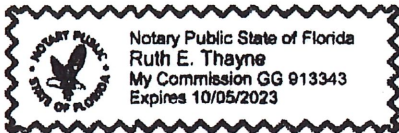
By: 
Jamie L. Miller, Interim City Manager

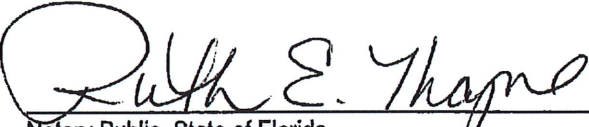

Printed Name: RUTH E. THAYNE

Date: 2-10-2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 10th day of February, 2021, by Jamie L. 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:

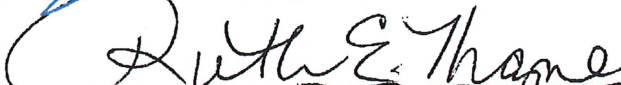
Witnesses:

ATTEST:

RUTH E. THAYNE


Printed Name: Jazone C. Keller

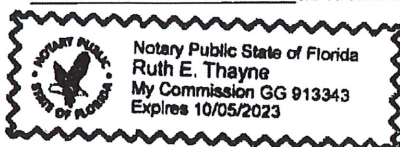
By: 
Robin L. Fenwick, MMC, City Clerk


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 X 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. She is X personally known or ___ produced as identification.



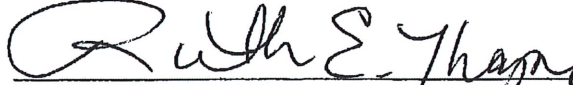

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Exhibit A

City Landscape Maintenance Specifications

MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SCOPE OF WORK AND REQUIREMENTS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along Dunlawton Avenue Medians.

This area is a major thoroughfare and the gateway into the City. The medians are a top priority in the City and should be kept in prestige condition.

Number of Site Visits: A total of fifty-two (52) maintenance visits shall be provided each calendar year. All locations shall be serviced weekly (52 visits). If mowing is not required, a minimum level of service shall be provided at each visit (see below).

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, **regardless of its source or the size**, from all turf grass areas, mulch landscape areas, and tree rings. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified medians including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Heights may vary per location. However, heights shall be as follows:

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the contractor will be responsible for repairs to or replacement of the sod immediately. Examples include but not limited to the narrow median tips along Dunlawton Avenue. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas are including but not limited to, sidewalks, curbs, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including but not limited to grass clippings, grass remaining after edging, and crack grass from edge of pavement to edge of pavement.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e a mechanical edger. In the event the service area is unable to be serviced with an edger, plant beds and tree rings, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree rings. **Chemical edging of plant beds and tree rings is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property.

*Areas where crack grass is present, MUST be string trimmed (burned down) and then chemically sprayed to deter new weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, etc.

*Areas where growth in swales are unable to be mowed at time of service, a string trimmer MUST be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, turf grass areas, plant beds and tree rings as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor MUST blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and

maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. **Pruning shall be performed monthly.**

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CRAPE MYRTLE TREES: Crape Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches, moss, ferns and vines. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. These areas are including, but not limited to roadways, driveways, and curbs. Contractor shall remove at each scheduled site visit, including but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to replace all dead plant material with like kind material, size and specification during the one-year maintenance period.

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

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contactor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas **MUST** be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems or areas where irrigation appears to be inadequate or malfunctioning shall be reported to the City after each mow.

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

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

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

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

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

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

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

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan

(MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **ALL employees must wear safety vests at all times.**

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

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

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service including, but not limited to, weeding
mowing, trimming
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

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

INVOICING: Payment shall be monthly based on sections inspected and verified. Sections are defined as those identified in the contractors sequence of work detailed for construction. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's services for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal: The contractor will be required to perform maintenance in accordance with City Specifications for one (1) year after final acceptance. A separate maintenance contract will be established for this service for a period of one (1) year with an option of renew for one (1) additional year term upon written agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

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

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

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

[Remainder of this page left intentionally blank]

NOTE: ALL OF THE TASKS AND ASSOCIATED DESCRIPTIONS, ON THIS DRAWING, ARE MINIMUM REQUIREMENTS AND ARE GENERAL IN NATURE – SEE CITY LANDSCAPE MAINTENANCE SCOPE OF WORK AND SPECIFICATIONS FOR A MORE DETAILED DESCRIPTION OF REQUIRED MAINTENANCE. IN CASES OF CONFLICT, THE CITY SCOPE OF WORK AND SPECIFICATIONS SHALL GOVERN.

SR 421 / DUNLAWTON AVE MEDIANS - MAINTENANCE PLAN CALENDAR

[illegible]

TASKS (SEE FURTHER EXPLANATION OF TASKS, THIS SHEET)

1. VARIATION CONTAINS CONDITIONS AND PRODUCE COMPLEXITY, MARK PLANS.
2. PROVIDE UNLIMITED VERTICAL VARIATION (FREE SWIMMING, STRESS AND PAIN) BY CUTTING STAIRS AND TREATING WITH RESINIZE.
3. CUT DOWN PRODUCE FROM PLAIN TREES.
4. LOW AND/OR MID-CUT ENDURING VERTICAL VARIATION.
5. MOST SPRAWL SELECTIVE RESINIZE TO ELIMINATE THROTTLED NEEDS AND MARK PLANTS.
6. RESINIZE THE MARK MULTI TO 4" FEET.
7. VARIATION THE STAIRS STRESS AND STRESS AND DEVELOP AN INTEGRATED MARK PLANTS PLANT FOR CONTROL.
8. VARIATION RESINIZE SYSTEMS FOR ANY STRESS/STRESS OR MULTIFUNCTIONS IN HIGHWAY OR PLAIN FOR OPERATIONAL.
9. VARIATION, STAIR STRESS, VERTICAL AND HORIZONTAL, CLEAR STAIRS.
10. STAIRS, STAIRS.

TASKS

- [illegible]

SAMPLE PROTOCOL

THE GOAL IS TO GET A REPRESENTATIVE SAMPLE OF SOIL IN A GARDEN. THIS IS THE ASSUMING ONE WOULD WANT MOST GROWTH AND NUTRIENT AVAILABLE TO PLANTS. TO GET THIS, ONE MUST TAKE A FULL TON IN 10 TO 20 DIFFERENT SPOTS OF ANY AREA THAT YOU WANT TO TREAT. THE SAME GOES FOR A FIELD. IF YOU WANT TO TREAT A FIELD, YOU MUST TAKE A FULL TON IN 10 TO 20 DIFFERENT SPOTS WITHIN THE SURFACE AREA OF LARGE PLANT AND GROWING MATTER BEFORE TAKING THE SAMPLE. PUT A PAIL IN SOIL TO GET THE SAMPLE. DON'T TAKE THE SAMPLE FROM THE SURFACE. AND THEN TAKE A THIN SLICE STRAIGHT DOWN AND ONE OF THE TUBE. THIS SLICE IS YOUR SOIL SAMPLE.

AS MANY SAMPLES AS YOU THINK NECESSARY AND USE THEM THOROUGHLY IN A PLANT OR STRAWLING TEST. CONTINUES. REMEMBER, REMEMBER, REMEMBER, STORIES OR ANALOGS OF GROWING MATTER. THEN TAKE ABOUT 1/2 G. OF THIS SOIL SAMPLE AND PLACE IT IN A CLEAN PLASTIC BAG. AND SEND TO THE SOIL TEST LAB WORKING. THIS SOIL IS EXTREMELY HOT WHEN YOU TAKE THE SAMPLE. SPREAD IT OUT IN A

IRRIGATION WATER NEEDS

[illegible][illegible]

**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERMEDIATE BLVD., STE. C
DOWNSIDE BLVD. #1, 10718
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

SR 421 / DONLAWTON AVENUE
MEDIAN IMPROVEMENTS
MAINTENANCE PLAN

PROJECT NO: ZC 16031
DESIGNED BY: SRB
DRAFTED BY: SRB
CHECKED BY: SMG
DRAWING FILE: 16031LA.DWG
REV: --

ASCE

AMENDMENT AND RENEWAL NO. 1

THIS AMENDMENT AND RENEWAL NO. 1 ("2022 Amendment and Renewal") 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 **VERDEGO LANDSCAPE, LLC** ("Contractor") a Florida limited liability corporation with its principal place of business at 39 Audobon Lane, Flagler Beach, Florida 32136. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 10th day February of 2021, the Parties entered into a Standard Contract for Services pursuant to Invitation to Bid 19-15 ("ITB 19-15") for SR421/Dunlawton Avenue Median Improvements Maintenance Plan ("Contract"), having an initial term commencing upon final acceptance of ITB 19-15 construction associated with the ITB 19-15 EJCDC, and continuing for a period of one (1) year, with a one-year renewal upon written mutual agreement of the Parties, subject to the review and approval of the City Manager and budget appropriation; and

WHEREAS, the Parties desire to amend a scrivener's error in the Contract, revising the Contractor's name from VerdeGo, Inc. to VerdeGo Landscape, LLC, to reflect who the Contract was awarded; and

WHEREAS, the Parties desire to amend the mailing address as listed in Notice section of the Contract, to reflect the updated address, as listed in the Florida Division of Corporations; and

WHEREAS, the Parties desire to utilize the one-year renewal, notwithstanding the date of execution, for a period commencing on February 6, 2022 and continuing until February 5, 2023; and

WHEREAS, the Port Orange City Manager has determined that the execution of this 2022 Amendment and Renewal 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. The Contract is hereby amended to reflect the name of the Contractor as VerdeGo Landscape, LLC
3. Term. The term of the Contract is hereby amended and renewed, notwithstanding the date of execution shall commence on February 6, 2022 and continue until February 5, 2023.
4. Notice. The Contract is hereby amended to reflect a mailing address of: 39 Audobon Lane, Flagler Beach, Florida 32136
5. Counterparts. This 2022 Amendment and Renewal 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 2022 Amendment and Renewal 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 2022 Amendment and Renewal.
6. 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 2022 Amendment and Renewal on the day and year stated hereinafter.

Witnesses:

[Signature]
Printed Name: Alan Hall

[Signature]
Printed Name: Brian Cousins

VERDEGO, INC.

By: [Signature]
Terry M. McNitt, Managing Member

If this Agreement is signed by an individual not identified as the Manager of the company 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 company.

Date: 4.11.22

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of 4 physical presence or _____ online notarization, this 11 day of April, 2022, by Terry M. McNitt, as Managing Member of VerdeGo, Inc., a Florida corporation. He is x personally known or _____ produced _____ as identification.



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

Witnesses:

Lorie Harris
Printed Name: Lorie Harris

Geri Petraglia
Printed Name: Geri Petraglia

STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE

By: Wayne Clark
Wayne Clark, City Manager

Date: 4/13/2022

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 13 day of April, 2022, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or _____ produced _____ as identification.



GERI PETRAGLIA
Commission # HH 213884
Expires January 5, 2026

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

Lorie Harris
Printed Name: Lorie Harris

Geri Petraglia
Printed Name: Geri Petraglia

STATE OF FLORIDA
COUNTY OF VOLUSIA



ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk

Date: 4/13/2022

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 13 day of April, 2022, 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.



GERI PETRAGLIA
Commission # HH 213884
Expires January 5, 2026

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: Tasha Felts, TIIA PHONE (A/C, No, Ext): (615) 385-2860 FAX (A/C, No): (615) 385-8360 E-MAIL ADDRESS: tasha.felts@bbbrown.com
INSURED Verdego, LLC 3335 N. State Street Bunnell FL 32110	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: The Travelers Indemnity Company of Connecticut 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			TC2JGLSA-3P390744-TIL-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ZUP-16P13057-22-NF	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-4S050569-22-51-K	10/01/2022	10/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-22	10/01/2022	10/01/2023	Leased/ Rented Equip \$200,000 Deductible \$1,000

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

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

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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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9b) Approval to purchase an auxiliary Cat Genset 1000kw generator from Ring Power

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the purchase of an auxiliary 1000kw generator from Ring Power in the amount of \$642,150.

SUMMARY: The Water Reclamation Facility utilizes two generators to ensure the treatment of wastewater during power outages. One generator operates the treatment equipment at the beginning of the process and the second operates the second half of the treatment process. The facility cannot operate without both generators when the power is out.

The generators are 25 years old. The unit that operated the first half of the process is currently out of service and requires extensive repairs. The generator repair contractor is recommending that several faulty parts be replaced prior to being able to fully diagnose the unit to see if the unit is salvageable for continued use. At a minimum, the contractor is recommending a full rebuild of the unit if parts are available. The cost estimate for this type of work is around \$200,000+. This generator has been repaired numerous times and has outlived its useful life expectancy.

While this generator is out of service, the Public Works and Utilities Department has been renting a 1000 KW generator from Ring Power at \$21,710.70 per month to maintain operations within state regulations for backup power supply.

Staff contacted Ring Power for pricing to purchase the temporary generator currently onsite. That generator is a 2007, 1000KW, Cat Genset with 1429 hours of runtime and comes with a 4-year/5,000-hour warranty. The purchase will include all the power cables that are currently being rented. The purchase cost is \$765,000.00. Ring Power will apply 70% of the monthly rental to that purchase price for a final price of \$642,150.00. The cost of a new generator of this size is \$850,000 (depending on when the order is placed) and has a lead time of 18 to 24 months.

It is estimated that the bidding and construction time for the first unit will be at least 30 months (6 months to finalize design and bid plus 24 months for delivery and construction). Continuing to rent the unit for that period would cost an estimated \$651,321 (30 x \$21,710.70). After the successful completion of the generator

replacement projects at both the Water Reclamation Facility and the Water Treatment Facility (estimated time frame 3 years), the City can then sell the auxiliary generator at auction. Due to the size (voltage) of the generator, it can only be utilized at the treatment facilities and no other city locations can utilize the unit. When factoring in the resale of the generator, it will be less expensive to purchase the generator than to continue renting.

The facility is required to have an auxiliary source of power under the Florida Department of Environmental Protection (FDEP) operating permit.

Upon Council approval, a Budget Amendment will be processed for funding this project.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	City of Port Orange 1meg RPO purchase 2-24-23 rev_1	City of Port Orange 1meg RPO purchase 2-24-23 rev_1.pdf
2.	Dept Justification Memo - Ring Power Corp (1)	Dept Justification Memo - Ring Power Corp (1).docx

Julia Wiggins	Created/Initiated - 2/9/2023
Kelly Klausky	Approved - 2/9/2023
Junos Reed	Approved - 2/9/2023
Steve Parnell	Approved - 2/9/2023
Lynn Stevens	Approved - 2/9/2023
John McKinney	Approved - 2/17/2023
Matthew Jones	Approved - 2/24/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023

PURCHASE OPTION ADDENDUM

CUSTOMER INFORMATION

Customer Number: 005589
 City of Port Orange
 PO BOX 291759
 Port Orange, FL 32129
 Division:
 Number: David Pollard

SHIPPING INFORMATION

817 OAK ST
 PORT ORANGE, FL 32127

Branch: 11
 Salesman: Brett Jack

CREDIT DEPT
 USE ONLY

Today's Date: 1-17-23

Machine Ship Date: TBD

Minimum Rental Period: N/A

QUANTITY	YEAR	MODEL	MANUFACTURER	SERIAL NO.	MONTHLY RENTAL	START PRICE
1	2007	1000KW	CAT	SXC00982	\$19,500	\$765,000.00
						-\$122,850.00
				9 MONTHS PAID AT 70%	\$122,850	\$642,150.00

ATTACHMENTS

1		TRAILER				
17ea		CABLES + TAILS				

Rental Purchase Term

Lease Term: _____ Months

Start Rent Date: 6-24-22

Projected Conversion Date: 3-7-23

Terms and Requirements:

Generator info

- 2007_ 1000kw _ Cat genset _ 1429hrs
- 48 month / 5000hr (which ever comes first) CAT warranty.
- Upgraded control panel, new container and trailer.

70% of paid rental to apply.

\$175,500 – Total paid

\$122,850 – (70%) to be applied to sale price.

***** RPO must be signed by the customer *****

Lessee may exercise Purchase Option at anytime before this lease expires. Upon expiration of this lease, no purchase option exists. Lessee responsible for, daily maintenance, repairs due to damages, and all Terms and Conditions spelled out on the front & back of above listed rental agreement. Lessee to be invoiced in full for the maximum of either the minimum rental period or the actual number of days, weeks or months that the machine is in Lessee's possession.

* Sales prices listed on this agreement are equipment values from the date of initial rental. **The cost of any repairs, added attachments, and services performed by Ring Power Corporation (not under warranty) while the equipment is in possession of the lessee will be added to the start price as agreed upon. All damages will be billed to the customer at the time of occurrence.** Applicable tangible/property taxes will be billed at the time of conversion for the machine and/or attachments

Additional Terms:

SUBJECT TO APPROVAL AT ST. AUGUSTINE, FLORIDA

Accepted: Ring Power Corporation

Purchaser:

☐ Corporation ☐ Individual ☐ Partnership

By: _____

Approved by: _____

Salesman No.: _____

(Authorized to sign for above company)

Commission: _____%

Telephone: _____, Title: _____



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: February 7, 2023

SUBJECT: Ring Power – Emergency Generator Purchase for Public Works & Utilities

REQUEST:

The Public Works and Utilities Department requests approval to purchase an auxiliary 1000kw generator from Ring Power, Power Systems Division, 9901 Ringhaver Drive, Orlando, FL 32824-5016, in the amount of \$642,150.00.

PURPOSE:

The purpose of this request is to purchase an emergency generator to comply with permit #FL0020559.

CONSIDERATION:

The Water Reclamation Facility utilizes two generators to ensure treatment of wastewater during power outages. One generator operates the treatment equipment at the beginning of the process and the second operates the second half of the treatment process. The facility cannot operate without both generators operational. The generators are 25 years old. The unit that operates the first half of the process is currently out of service and requires extensive repairs. The generator repair contractor is recommending that several faulty parts be replaced prior to being able to fully diagnose the unit to see if the unit is salvageable for continued use. At a minimum, the contractor is recommending a full rebuild of the unit, if parts are available, and costs estimates for this type of work is around \$200,000+. This generator has been repaired numerous times and has outlived its useful life expectancy. The Public Works and Utilities Department is currently renting a 1000 KW generator from Ring Power at \$21,710.70 per month to maintain operations within state regulations.

The Public Works and Utilities Department is in design to replace this generator and upgrade the electrical switchgear components. The project is currently at 90% design.

Once this project is awarded, the current lead time for this type of generator is 18+ months.

Staff contacted Ring Power to price purchasing the temporary generator currently onsite. That generator is a 2007, 1000KW, Cat Genset with 1429 hours of runtime on it and comes with a 4-year/5,000-hour warranty. The purchase will include all the power cables that are currently being rented. The cost is \$765,000.00. Ring Power will apply 70% of the monthly rental to that purchase price for a final price of \$642,150.00. The cost of a new generator of this size is \$850,000 (depending on when the order is placed) and has a lead time of 18 to 24 months.

It is estimated that the bidding and construction time for the first unit will be at least 30 months (6 months to finalize design and bid plus 24 months for delivery and construction). Continuing to rent the unit for that period would cost an estimated \$651,321 (30 x \$21,710.70). The facility is required under Florida Department of Environmental Protection (FDEP) operating permit to have an auxiliary source of power.

After successful completion of the generator replacement projects at both the Water Reclamation Facility and Water Treatment Facility, the city can then sell the auxiliary generator at auction. Due to the size (voltage) of the generator, it can only be utilized at the treatment facilities and no other City locations could utilize the unit.

Upon Council approval, a Budget Amendment will be processed to move line-item budget from Water Production Program to Wastewater Treatment Program.

FUNDING:

Fund ID: 403
Fund Name: Water & Sewer System
Cost Center: Water and Sewer
Program: Wastewater Treatment
Spend Category: Equip – Capital
Budget: \$1,177,802 (currently under Water Prod Program)
Actual: \$642,150
Project Number: SSP018

RECOMMENDATION

The Public Works and Utilities Department recommends approval to purchase an auxiliary 1000kw generator from Ring Power, Power Systems Division, 9901 Ringhaver Drive, Orlando, FL 32824-5016, in the amount of \$669,450.00.

ANTICIPATED SCHEDULE:

- a.) CC Approval: March 7, 2023
- b.) Executed Agreement: March 20, 2023

ATTACHMENTS:

- a.) Quotation



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9c) Approval of Amendment No. 2 to the Amended and Restated Agreement CA00674 with G.E.L. Corporation for recyclable materials

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Amendment No. 2 to the Amended and Restated Agreement CA00674 with G.E.L. Corporation for recyclable materials.

SUMMARY: The City of Port Orange collects recyclable materials curbside from residents. In October 2014, the City agreed to piggyback the Volusia County contract with G.E.L. Corporation to receive and process the recycled materials at the G.E.L. facility located at the Tomoka Landfill. The contract term was eight years with the option to renew for one additional 8-year period.

The County and G.E.L have agreed to amend the Agreement (Amendment No.2) and extend the contract to June 30, 2030. The amendment provides for the ability of the contractor to ask for a Consumer Price Index (CPI) adjustment annually and clarifies the calculation used for rebates on co-mingled recycled materials based on industry standards.

Staff recommends continuing services with G.E.L Corporation.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	GEL Amendment No 2 to Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services	GEL Amendment No 2 to Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services.pdf
2.	Dept Justification Memo - GEL Recycling Amend No 2	Dept Justification Memo - GEL Recycling Amend No 2.docx
3.	GEL Corp - Amendment No 2 - County	GEL Corp - Amendment No 2 - County.pdf
4.	Gel Amd No 1 to the Amed & Restated Agreement	Gel Amd No 1 to the Amed & Restated Agreement.pdf

5.	GEL Corp Amendment and Restated 10.28.14	GEL Corp Amendment and Restated 10.28.14.pdf
6.	Gel Corp-Agreement for Services dated 7.17.07	Gel Corp-Agreement for Services dated 7.17.07.pdf
7.	COI through 11.3.2023 All	COI through 11.3.2023 All.pdf

Julia Wiggins	Created/Initiated - 2/9/2023
Kelly Klausky	Approved - 2/9/2023
Mick Neals	Approved - 2/16/2023
Ronny Buttrum	Approved - 2/16/2023
Steve Parnell	Approved - 2/16/2023
Junos Reed	Approved - 2/17/2023
Lynn Stevens	Approved - 2/17/2023
John McKinney	Approved - 2/20/2023
Matthew Jones	Approved - 2/22/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023

AMENDMENT NO. 2 TO AMENDED AND RESTATED AGREEMENT TO PROVIDE RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

THIS AMENDMENT NO. 2 ("Amendment No. 2") 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 **GEL, LLC f/k/a G.E.L. CORPORATION** ("Contractor") a Florida limited liability corporation with its principal place of business is at 1200 South Leavitt Avenue, Orange City, Florida 32763. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the County of Volusia, a political subdivision of the State of Florida ("County") and the Contractor entered into an Agreement ("Contract") to Provide Recyclable Materials Processing and Marketing Services on June 19, 1997, which was renewed on June 20, 2002 and June 20, 2007. An Amended and Restated Agreement ("Amended Contract") to Provide Recyclable Materials Processing and Marketing Services was entered into on August 14, 2014 providing a renewal effective on July 1, 2014 and continuing for eight (8) years, unless terminated earlier as provided in the Contract. The Contract may be renewed by mutual written agreement of the County and Contractor for an additional eight (8) year term. Amendment No. 1 ("VCO Amendment No. 1") to the Amended Contract was entered into by the Parties, by 1). amending Section 7 to increase the processing fee paid by County from \$35 per ton to \$80 per ton; 2). Amending Section 8 to change the publication index, to reduce the compensation Contractor is required to pay County; to limit single stream recycling materials to no more than ten (10%) percent, and to delete term prohibiting County from paying compensation to Contractor; 3). Amending Section 22 to address public records in the custody of Contractor; and 4). Amending Section 25 to clarify Contractor's indemnification of the County.

WHEREAS, the County entered into Amendment No. 2 ("VCO Amendment No. 2") to the Amended Contract was entered into on May 18, 2022, by 1). Amending Section 7, paragraph C, to incorporate the ability for the Contractor to request an increase in the processing fee paid by County, 2). Amend Section 8 to clarify the calculations of material percentages and payments. 3). Amend Section 3 "Term" to reflect the eight (8) year renewal, as allowed for in the existing agreement, as amended; and

WHEREAS, the County of Volusia Contract with the Contractor provides that any City in Volusia County may elect to be covered under the same terms, conditions, and compensation as set forth in the Contract if: (a) the City provides written notice of such election to Contractor and County; and (b) the City agrees that its participation under the Contract shall continue for the duration of the then current term or extension of the Contract; and

WHEREAS, on the 17th day of July 2007, the Parties entered into an Agreement ("Agreement") to provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2007 and continuing for seven (7) years, with an option to renew for one (1) additional seven (7) year term; and

WHEREAS, on the 6th day of November 2014, the Parties entered into an Amended and Restated Agreement ("Amended Agreement") to Provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2014 and continuing for eight (8) years, with an option to renew for an additional eight (8) year term, unless terminated earlier as provided in the Agreement. In the event that the Amended Agreement is renewed, the City may, at the end of the eight (8) year option period, either renegotiate the term and conditions of a new Agreement with the Contractor or request bids from qualified contractors to provide recyclable materials processing and marketing services; and

WHEREAS, on the 18th day of December 2018, the Parties entered into Amendment No. 1 ("Amendment No. 1") to Amended and Restated Agreement, amending the following: 1). Amend Section 5,

subparagraph (L) "Responsibilities of Contractor." 2). Amend Section 8 "Processing Fee," subparagraph's (A) and (C). 3). Amend Section 9 "Compensation," subsections (A), (B), and (C), to stay consistent with the current market for recyclable materials; and

WHEREAS, on the 31st day of December 2018, G.E.L. Corporation changed its name to GEL, LLC and did duly report the same to the State of Florida on January 22, 2019; and

WHEREAS, the Parties desire to amend the terms of the Amended Agreement in accordance with the VCO Amendment No. 2, as further specified above, to stay consistent with the current market for recyclable materials; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment No. 2 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 acknowledge, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. In accordance with the VCO Amendment No. 2, the Term of this Agreement is hereby amended and renewed, notwithstanding the date of execution, shall commence on October 1, 2022, and continue until June 30, 2030.
3. The terms and conditions, as amended in the VCO Amendment No. 2 are hereby restated and incorporated as if fully set forth herein.
4. Counterparts. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment No. 2 shall be deemed valid as if an original signature was delivered. No Agreement shall be formed between Contractor and the City until the City signs this Amendment No. 2.
5. Except as otherwise stated, the terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment No. 2 on the day and year stated hereinafter.

Witnesses:

GEL, LLC

Printed Name: _____

By: _____

Milton Eugene Evans, Jr., President

If this Contract is signed by an individual not identified as an Officer of the Entity 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 Entity.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Ronny Buttrum, Deputy Director of Public Utilities
Mick Neals, Solid Waste Manager

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: February 9, 2023

SUBJECT: **GEL Corporation** – Amendment No 2 to the Amended and Restated Agreement - CA000674 (Volusia County)

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of Amendment No 2 to the Amended and Restated Agreement CA00674 with G.E.L. Corporation for recyclable materials.

PURPOSE:

The purpose of this request is to maintain residential recycling services to the Port Orange residents in accordance with EPA guidelines.

CONSIDERATION:

In October 2014, the City entered into an agreement with G.E.L. Corporation to continue receiving and processing recyclable material collected and delivered to the G.E.L. facility located at the Tomoka Landfill. The contract term was eight years with the option to renew for one additional 8-year period. The City agreed to piggyback the Volusia County contract with G.E.L under the same terms and conditions.

On May 18, 2022; the County and the Contractor agreed to amend the Agreement under Amendment No 2 by amending various items as listed on Page 2 and 3 of the County's "Amendment No 2 to Amended and Restated Agreement Between County of Volusia, Florida and G.E.L. Corporation", see attached.

The approval of Amendment No 2 will extend the contract to June 30, 2030. Staff agrees that it is in the City's best interest to continue services with G.E.L Corporation.

FUNDING:

Fund: 410
Cost Center: Solid Waste
Program: None
Spend Category: Other Contract Services
Budget: \$120,000

RECOMMENDATION:

The Public Works & Utilities Department is requesting City Council approval of Amendment No 2 to the Amended and Restated Agreement CA00674 with G.E.L. Corporation for recyclable materials.

ANTICIPATED SCHEDULE:

- a.) Anticipated Council approval: March 7, 2023
- b.) Executed Amendment No 2 – June 30, 2023

ATTACHMENTS:

- a.) County Executed Amendment No 2 to the Amended and Restated Agreement Between County of Volusia, Florida, and G.E.L. Corporation
- b.) GEL Corp Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services - CA000674
- c.) GEL Amendment No 1 to the Amended and Restated Agreement to Provide Recyclable Material Processing and Marketing Services – CA000674
- d.) GEL Corp – Agreement to Provide Recyclable Materials Processing and Marketing Services between County and Contactor
- e.) COI

AMENDMENT No. 2
TO
AMENDED AND RESTATED AGREEMENT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
G.E.L. CORPORATION

This Amendment No. 2 to Amended and Restated Agreement between County of Volusia, Florida and G.E.L. Corporation for recyclable materials processing and marketing services made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "**County**"), whose address is 123 West Indiana Avenue, DeLand, Florida 32720, and GEL, LLC, formerly known as G.E.L. Corporation, 1200 Leavitt Avenue, Orange City, Florida 32763, duly authorized to do business in the State of Florida (hereinafter "**Contractor**").

Recitals

WHEREAS, on July 1, 2014 the County and the Contractor entered into an agreement under which Contractor agreed to provide recyclable materials processing and marketing services with an initial eight (8) year term of July 1, 2014 through June 30, 2022 ("**Agreement**"); and

WHEREAS, on December 31, 2018, G.E.L. Corporation changed its name to GEL, LLC and did duly report the same to the State of Florida on January 22, 2019; and,

WHEREAS, the County and the Contractor amended the Agreement through Amendment No. 1 by 1.) amending Section 7 to increase the processing fee paid by County from \$35 per ton to \$80 per ton; 2.) amending Section 8 to change the publication index, to reduce the compensation Contractor is required to pay County; to limit single stream recycling materials to no more than ten (10%) percent, and to delete term prohibiting County from paying compensation to Contractor; 3.) amending Section 22 to address public records in the custody of Contractor; and 4.) amending Section 25 to clarify Contractor's indemnification of the County; and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No. 2 by amending Section 7 paragraph C to incorporate the ability for the Contractor to request an increase the processing fee paid by County; and

WHEREAS, the County and the Contractor desire to amend the Agreement through this Amendment No. 2 by amending Section 8 to clarify the calculations of material percentages and payments; and,

WHEREAS, the County and the Contract desire to amend the Agreement through this Amendment No. 2 by amending Section 3, Term to reflect the eight (8) year renewal as allowed for in the existing agreement, as amended.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 2.
2. The parties agree to delete existing Section 7 Processing Fee, paragraph C and substitute the following to provide as follows:

- (C) By March 15th of each year during the term of the Agreement, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for a price redetermination based on the Producer Price Index - Commodities - Series Id: WPUFD49502, Water and Sewer and Trash Collection, published by the Bureau of Labor and Statistics. All Price Redeterminations shall be calculated as follows:

Example:

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

CPI increase percentage ($\$21.30 \div \$179.20 = .1189$).....11.9%

Any agreed upon price redetermination will take effect on October 1st of each year.

3. The parties agree to add the following to Section 8 Compensation:
 - G. The material percentages used for calculating the MAMV are best estimates of the composition of the County's Recyclable Materials as delivered to GEL's facilities (inbound recyclables). Because different processors use different equipment and technologies, they will have varying amounts of processing residue; therefore, the material percentages do not attempt to estimate or include the residue. The Contractor shall utilize its industry knowledge and experience processing materials similar to the County's Recyclables as defined herein in evaluating accuracy of these materials percentages and developing its price proposal. The material compositions presented in MAMV Table and used in calculating the MAMV may only be revised upon completion of an updated recyclables composition study conducted annually by GEL and the County.
 - H. Dual Stream Market Value Payment – shall be the per ton payment made to the County by the Contractor for each ton of the County's dual stream co-mingled tons material accepted and processed by the Contractor.
 - I. The Contractor shall pay the County a Dual Stream Market Value Payment for the County's dual stream, delivered by the County to the Contractor under this Agreement. The Market Value Payment will be determined as (See attached MAMV Table):

- i. Contractor in processing material will have a floor of a MAMV of \$175. Any time the MAMV reaches a price over \$175 per ton the County will receive payment of 50% of the difference in the MAMV over \$175. (see attached MAMV table using recyclingmarkets.net monthly report for pricing.
 - ii. Dual Stream Market Value Payment = (Co-mingle Tons)*(\$175-MAMV)*50%
 - iii. Example: For November 2021- the MAMV is \$184.20 the rebate would be calculated as follows:
 - a. $\$184.20 - \$175.00 \text{ (FLOOR)} = \$9.20 * 50\% = \$4.60$
 - b. Rebate for co-mingle in November would be $\$4.60 * \text{tons of co-mingle received}$.
 - J. Composition break down % and recyclingmarkets.net prices shall be audited annually by the County and GEL in June.
- 4. The parties agree to extend the term of the Agreement through June 30, 2030.
 - 5. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 2, unless the Agreement is otherwise amended or modified, and supersedes all prior proposals, agreements, and communications, both written and oral.
 - 6. This Amendment No. 2 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Agreement, this Amendment No. 2 shall govern and control.
 - 7. Vendor acknowledges that Milton E. Evans (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to Agreement to provide Recyclable Materials Processing and Marketing Services between County of Volusia, Florida and GEL, LLC on the respective dates under each signature.

ATTEST:

DocuSigned by:
By: Jacqueline Kerr
B4F6CDF4BD1E4D2...
Jacqueline Kerr
Controller

Date: 4/20/2022 | 14:04:21 EDT

GEL, LLC fka G.E.L. CORPORATION

DocuSigned by:
By: Milton E Evans Jr
41207B41F3CA440...
Milton E. Evans, Jr.
President

Date: 4/20/2022 | 12:33:20 EDT

ATTEST:

[Signature]
George Recktenwald
County Manager

Date: 5/18/2022

COUNTY OF VOLUSIA

By: [Signature]
Jeffrey S. Brower
County Chair

Date: 5/17/2022

CC Date: 05-17-2022

GEL LLC
1200 S Leavitt Ave
Orange City FL 32763
Tel 386.775.5385 Fax 386.775.0355



July 13, 2022

City of Port Orange:

Below are two changes that GEL LLC is proposing in the contract amendment.

1. Name update from GEL Corporation to GEL LLC – GEL submitted an article of conversion changing our name and we would like that reflected in the contract.
2. The first is related to the CPI table that is in the contract; GEL is requesting we change the table to : WPUFD49502, Water and Sewer and Trash Collection, published by the Bureau of Labor and Statistics. GEL Feels that this table more encompasses the work that is being performed for the City.
3. The second is a rebate that GEL is offering to the City of Port Orange; GEL would like to share in the market available with the City of Port Orange; we have listed out a table that reflects the pricing in the region and feel that as long as a floor is reached to cover fixed costs to run the operation, the City will receive a rebate for each ton of material brought to the facility. The rebate will be calculated monthly based on the recyclingmarkets.net publication that shows commodity pricing. The breakdown is of the material that is currently coming in from the city.

MAMV Table

- Composition – determined by current material being delivered from The City of Port Orange; GEL requests an annual audit to adjust the percentage of material coming in.
- Recyclingmarkets.net; will be used as a bench mark for the market; GEL prices vary from the below table; so along with the composition a analysis of the rates will be done annually and updated as both the City and GEL feel necessary
- June value – determined from recyclingmartkets.net of breakdown of sorted processed material
- MAMV is calculated by multiplying the percentage of composition by the monthly value to establish a MAMV rate
- GEL Requests a floor price of \$175; anything under that price will remove any rebate
- Anything that is over \$175 GEL agrees to pay the City of Port Orange 5% of that amount the value above \$175 per ton; see below for July 2022 Example;

Index Description	Compostion	June 22 Value (\$/ton)	MAMV
Containers			
Cents/lb, sorted, baled, picked	34.00%	\$600.00	\$204.00
Cents/lb, sorted, baled, picked	7.0%	\$950.00	\$66.50
Cents/lb, sorted, baled, picked	14.0%	\$510.00	\$71.40
Commingled, #3-7, cents/lb., baled, picked up	0.0%	\$50.00	\$0.00
Cents/lb, sorted, baled, picked	5.0%	\$190.00	\$9.50
\$/ton, delivered	0.0%	-\$35.00	\$0.00
Cents/lb, sorted, baled, delivered	9.0%	\$1,550.00	\$139.50
\$/ton, sorted, desified, dropped off	3.0%	\$280.00	\$8.40
	18.0%	-\$34.00	-\$6.12
N/A (market value fixed at \$01)	10.0%	-\$34.00	-\$3.40
Total	100.00%	\$4,027.00	\$489.78

Floor	\$ 175.00
Difference	\$314.78
Rebate per Ton (5%)	\$ 15.74

Rates per Recyclingmarkets.net website:

July 13 2022

Per Recycling Markets.NET

Per LB	Per Ton
Regional Avg	
\$ 0.30	\$ 600.00
\$ 0.48	\$ 950.00
\$ 0.26	\$ 510.00
\$ 0.03	\$ 50.00
\$ 0.10	\$ 190.00
\$ (0.02)	\$ (35.00)
\$ 0.78	\$ 1,550.00
NA	\$ 280.00
NA	\$ -
	\$ -
	\$ 4,095.00

Gel

Thanks,

Jacqueline Kerr

CONTROLLER

386-775-5385 (Office)

jkerr@gelrecycling.com

**AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT TO PROVIDE RECYCLABLE
MATERIALS PROCESSING AND MARKETING SERVICES**

*expired
2012*

THIS AMENDMENT NO. 1 ("Amendment") 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 **G.E.L. CORPORATION**, ("Contractor"), a Florida corporation, whose principal address is 1200 S. Leavitt Avenue, Orange City, Florida 32763. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, the County of Volusia, a political subdivision of the State of Florida ("County") and the Contractor entered into an Agreement ("Contract") to Provide Recyclable Materials Processing and Marketing Services on June 19, 1997, which was renewed on June 20, 2002 and June 20, 2007. An Amended and Restated Agreement ("Amended Contract") to Provide Recyclable Materials Processing and Marketing Services was entered into on August 14, 2014 providing a renewal effective on July 1, 2014 and continuing for eight (8) years, unless terminated earlier as provided in the Contract. The Contract may be renewed by mutual written agreement of the County and Contractor for an additional eight (8) year term; and

WHEREAS, the County of Volusia Contract with the Contractor provides that any City in Volusia County may elect to be covered under the same terms, conditions, and compensation as set forth in the Contract if: (a) the City provides written notice of such election to Contractor and County; and (b) the City agrees that its participation under the Contract shall continue for the duration of the then current term or extension of the Contract; and

WHEREAS, on the 17th day of July 2007, the Parties entered into an Agreement ("Agreement") to Provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2007 and continuing for seven (7) years, with an option to renew for one (1) additional seven (7) year term; and

WHEREAS, on the 6th day of November 2014, the Parties entered into an Amended and Restated Agreement ("Amended Agreement") to Provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2014 and continuing for eight (8) years, with an option to renew for an additional eight (8) year term, unless terminated earlier as provided in the Agreement. In the event the Amended Agreement is renewed, the City may, at the end of the eight (8) year option period, either renegotiate the term and conditions of a new Agreement with the Contractor or request bids from qualified contractors to provide recyclable materials processing and marketing services; and

WHEREAS, the Parties desire to amend the terms of the Amended Agreement to stay consistent with the current market for recyclable materials; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment 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. Section 5. RESPONSIBILITIES OF CONTRACTOR. Of the Amended Agreement is hereby amended to revise subparagraph (L) as follows:

- (L) The Contractor shall pay for educational material promoting recycling at a maximum expenditure equivalent to \$0.25 per single family residential customer per year. The Amended Agreement Administrator or designee shall approve content and style prior to publication.

2. Section 8. PROCESSING FEE. of the Amended Agreement is hereby amended to revise subparagraph (A) as follows:

- (A) City agrees to pay a processing fee of \$80.00 per ton for all dual sort recycling/recovered materials including dual sort institutional recyclables.

3. Section 8. PROCESSING FEE. of the Amended Agreement is hereby amended to revise subparagraph (C) as follows:

- (C) The foregoing processing fees shall be adjusted beginning on November 1, 2016, and on November 1 of each even numbered year (i.e. 2020, 2022, etc.) during the term of this Amended Agreement using the Producer Price Index – Commodities – Series ID WPUFD49502 as published by the Bureau of Labor and Statistics, which shall be applied in the following manner: $\$80.00 \times (\text{Index Value corresponding to July 1 of the adjustment year [i.e. 2020, 2022, etc.] / Index Value corresponding to July 1, 2018})$. Processing fee changes, if any, shall take effect from November 1 of an adjustment year forward until the next adjustment. In no event shall the fee fall below \$80 / Ton.

4. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (A) "All Fiber Material" as follows:

- (A) Contractor shall pay 70% of the high range Processor's price in the South Region as presented in the RISI Publication for Mixed Paper (2) minus a 7% residual allowance and an additional 7% moisture deduction.

5. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (B) "Co-Mingled Containers" as follows:

- (B) The weight of all Containers delivered to Contractor shall be reduced by fifty percent (50%) to account for glass and by an additional seven percent (7%) for Residual Allowance. Contractor shall pay \$0 per ton based upon the weight of containers after the glass reduction and residual allowance. This fee shall be reviewed and may be increased based upon market conditions on an annual basis beginning July 1, 2019 and every year thereafter through the term of the Agreement.

6. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (C) as follows:

- (C) Contractor shall move single stream recycling material to the side for inspection by the City. The Contractor shall notify the City and the hauler within 24 hours of receiving the stream load. The Contractor is authorized to charge the City for any CONFIRMED single stream load a processing fee

not to exceed \$120.00 per ton. The City agrees to limit these loads to no more than 10% of the total City generated material.

7. Authorize the City Manager to renegotiate rebates and fee changes in accordance with the Agreement.

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

9. All other terms and conditions of the Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment on the day and year stated hereinafter.

Witnesses:

G.E.L. CORPORATION

Printed Name: Kandi Winfrey

Printed Name: Emily Hamel

By: Milton E Evans JR

Milton Eugene Evans, Jr, 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: 12/18/2018

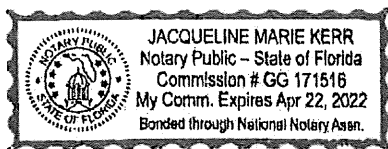
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of December, 2018, by Milton Eugene Evans, as President of G.E.L. Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

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



Witnesses:

Shelly Field
Printed Name: Shelly Field

Savannah Sharp
Printed Name: Savannah Sharp

CITY OF PORT ORANGE

By: [Signature]
Donald O. Burnette, Mayor

Date: 12/18/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of Dec., 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



SAVANNAH SHARP
Commission # GG 263816
Expires October 1, 2022
Bonded Thru Budget Notary Services

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

Witnesses:

Shelly Field
Printed Name: Shelly Field

Savannah Sharp
Printed Name: Savannah Sharp



SAVANNAH SHARP
Commission # GG 263816
Expires October 1, 2022
Bonded Thru Budget Notary Services

ATTEST:
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Date: 12/18/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of Dec., 2018, 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.



SAVANNAH SHARP
Commission # GG 263816
Expires October 1, 2022
Bonded Thru Budget Notary Services

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B12) G.E.L. Corporation - Amendment to the Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services (CA File #0000674)

DEPARTMENT: Public Works

GOAL: N/A

RECOMMENDED MOTION:

Move to approve of Amendment No. 1 to the Amended and Restated Agreement with G.E.L. Corporation for recyclable material processing; and to authorize the Mayor and City Clerk to execute required documents.

SUMMARY:

In October 2014, the City entered into an agreement with G.E.L. Corporation to continue receiving and processing recyclable material collected and delivered to the G.E.L. facility located at the Tomoka Landfill. The contract term was eight years with the option to renew for one additional 8-year period.

The demand for recyclable materials has drastically dropped. There is no market currently for glass. The market price for plastic and aluminum have dropped below the cost of processing the materials. The EPA established the Energy, Climate Change and Economic Security Act in 2008. This legislation established a long-term goal for recycling efforts of state and local governmental entities. The goal is to reduce solid waste disposed of in landfills by an average of 75%. The act instituted a 75% recycling goal.

Historically, the City has received an average of \$20,000 revenue from the sale of recycled material. However, with the recent market drop, the revenue has ceased, and the City has been paying \$35 per ton. The 2014 agreement, Section 9, provides provisions for renegotiating these fees to reasonably reflect changes in the market price for recovered materials.

City staff have checked other recycling options and the prices are consistent with G.E.L.'s proposed rate of \$80.00 per ton. Waste Pro is offering a single stream service at \$77.50 per ton, but when the additional fuel charges and CPI are factored into a long-term agreement, the Waste Pro option does not provide the best value for the City.

The attached department justification memo explains the requested changes in more detail.

Project No.: none Funding Account No.: 410 6100 534 3414

ATTACHMENTS:

1.	Dept. Justificatoin Memo - GEL	Dept. Justificatoin Memo - GEL.pdf
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2.	GEL Corp Request letter	GEL Corp Request letter.pdf
3.	GEL Corp - Original Agreement	GEL Corp - Original Agreement.pdf
4.	GEL CORP CA674 Amend and Restated	GEL CORP CA674 Amend and Restated.pdf

Julia Wiggins
 Lynn Stevens
 Lori Bockelman
 Margaret Roberts
 Jake Johansson
 Robin Fenwick

Created/Initiated - 11/01/2018
 New -

**AMENDED AND RESTATED AGREEMENT TO PROVIDE
RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into on the date set forth below 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 **G.E.L. CORPORATION**, a Florida corporation whose principal address is 1200 S. Leavitt Avenue, Orange City, Florida 32763 (the "Contractor"). (The City and the Contractor are collectively referred to herein as the "Parties.")

WITNESSETH:

WHEREAS, the City desires to retain the services of a competent and qualified recycling contractor to accept and process Recyclables and market Recovered Materials from within the City of Port Orange; and

WHEREAS, the County of Volusia has a contract for these services with the Contractor and the Contractor has agreed to provide these same services for the City under the same terms and conditions; and

WHEREAS, the County of Volusia contract with the Contractor provides that any city in Volusia County may elect to be covered under the same terms, conditions, and compensation as set forth in the Agreement if: (a) the city provides written notice of such election to Contractor and County; and (b) the city agrees that its participation under the Agreement shall continue for the duration of the then current term or extension of the Agreement; and

WHEREAS, if it is determined that a service designed to meet the needs of the City is already available and has been bid and awarded previously by another governmental agency, the City may award the contract to that provider without re-bidding for the same service pursuant to Section 11.01 of the City purchasing policies; and

WHEREAS, the City currently is under contract with the Contractor for these same services, and such contract is due to expire on September 30, 2014; and

WHEREAS, the Contractor has been deemed competent and qualified to accept and process Recyclables and market Recovered Materials from within the City.

NOW THEREFORE, in consideration of the mutual understandings and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

For the purposes of this Agreement for Recyclable Materials Processing and Marketing services, hereinafter referred to as "Agreement," the definitions contained in this section shall apply

unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (A) "Agreement Administrator" shall mean that person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- (B) "Designated Disposal Facility" shall mean the place or places designated by the City for the disposal of Residue or Residuals.
- (C) "Program" shall mean the City of Port Orange Recycling Program as it may from time to time be defined by the City.
- (D) "Designated Recycling Facility" shall mean the place or places specifically designated by the City for the tipping of Recovered Materials.
- (E) "Recycling/Recovered Materials" shall mean the items collected and separated by City contracted hauler(s) to be delivered to the Designated Recycling Facility and included in the program for processing by Contractor.

Materials will be collected in a "Dual Sort" process and designated as "Fiber" and "Container" goods as defined as follows:

- Fiber: Shall include: paper, newspapers, telephone books, ledger grade office paper, white office paper, old corrugated cardboard (OCC), cereal boxes without liners, junk mail, magazines and any other materials as may be identified and mutually agreed upon between City and Contractor from time to time.
 - Containers: Shall include: plastic containers including polyethylene terephthalate (PET), high-density polyethylene (HDPE), and food containers (plastic 1-7), bi-metal/steel cans, aluminum cans, glass food and beverage containers (clear, green and brown in color) and any other materials as may be identified and mutually agreed upon between City and Contractor from time to time.
- (F) "Recovered Materials" shall mean Recyclables which have been collected, separated and processed into marketable form.
 - (G) "Recovered Materials Payment" shall mean the monthly payment due to the City from the Contractor calculated in accordance with the provisions and requirements of Sections 8 and 9 of this Agreement.

- (H) "Residue or Residuals" shall mean the portion of the Recyclables accepted by the Contractor which are not converted into Recovered Materials due to spoilage or the inclusion of contaminants; such Residuals shall be contained in a roll-off for disposal by the Contractor at a City designated disposal facility at no cost to the City. Residual wastes shall be hauled by a franchised hauler.
- (I) "Residual Allowance" shall mean the percentage of weight which may be deducted from the gross weight of each type of Recyclable received under the Program to determine the net amount of Recovered Materials.
- (J) "Ton" shall mean 2,000 pounds.

SECTION 2. PURPOSE.

The purpose of this Agreement is for the Contractor to accept and process Recyclables and market Recovered Materials from City in a manner set forth in this Agreement.

SECTION 3. TERM.

The term of this Amended and Restated Agreement shall commence on October 1, 2014 and continue for eight (8) years (the "Term"), unless terminated earlier as provided herein. At the end of the Term the City may, at its sole discretion, renew the Agreement for one (1) additional eight (8) year term. The City shall notify the Contractor of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred twenty (120) days prior to the expiration of the initial term. In the event the Agreement is renewed, the City may, at the end of the eight (8) year option period, either renegotiate the term and conditions of a new Agreement with the Contractor or request bids from qualified contractors to provide recyclable materials processing and marketing services.

SECTION 4. RESPONSIBILITIES OF CITY.

City is responsible for the quality of performance of its curbside haulers in the delivery of materials to Contractor.

SECTION 5. RESPONSIBILITIES OF CONTRACTOR.

- (A) Contractor shall be responsible for providing and maintaining a recycling facility or facilities or transfer depots to accept and process Recyclables and market Recovered Materials. Tomoka Farms Road, Daytona Beach, Florida is mutually agreed upon by City and Contractor to be designated as the recycling facility.
- (B) Contractor shall accept deliveries of Recyclables from City-franchised solid waste haulers at said facility Monday through Friday of each week between the hours of 7:00 a.m. and 5:00

p.m. Contractor shall not be required to accept deliveries of Recyclables on Thanksgiving Day, Christmas Day, or New Year's Day as set forth in Section 6 of this Agreement. Contractor shall accept deliveries of Recyclables on the Saturday immediately following Thanksgiving Day, Christmas Day, and New Year's Day.

- (C) Contractor shall assure a safe and reasonable truck turnaround time not to exceed twenty (20) minutes after the initial weigh-in, barring circumstances beyond the Contractor's control.
- (D) Contractor shall assist the City in orientation and coordination of its recycling program with City personnel and franchised haulers.
- (E) Contractor shall, at no additional charge, provide other services as may be required to assist in the initiation and implementation of the recycling program (i.e., meeting with City personnel).
- (F) Contractor shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (G) Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of this Agreement. Contractor shall provide the City with proof of all necessary permits and licenses concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (H) Contractor shall, pursuant to the requirements of City and Section 403.706(7), Florida Statutes, or its successor provisions, maintain certifiable records and provide to the City a copy of its annual report filed with the Department of Environmental Protection, of the volume of all Recyclables received and processed and Recovered Materials marketed pursuant to the Agreement.
- (I) Contractor shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that it is qualified, approved, and licensed to accept and process Recyclables and market Recovered Materials pursuant to federal, state, and local law. A copy of the current certification shall be provided to the City each year this Agreement is in force.
- (J) Neither the City's review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the Contractor shall be construed to operate as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of, or failure to perform, its responsibilities under this Agreement.

- (K) All materials will be marketed to Contractor's choice.
- (L) Contractor shall pay for educational material promoting recycling at a maximum expenditure equivalent to \$0.10 per single-family residential customer per year. The Agreement Administrator or designee shall approve content and style prior to publication.

SECTION 6. HOLIDAYS.

Thanksgiving Day, Christmas Day, and New Year's Day shall be holidays. Contractor shall not be required to accept or process Recyclables, or maintain office hours on these designated holidays. Contractor shall be open all other days (except Saturdays and Sundays) throughout the year as noted in Section 5(B) of this Agreement.

SECTION 7. EMERGENCY SERVICE PROVISION.

Contractor shall be required to have operational hours on Saturdays in the event of natural disasters or emergencies with twenty-four (24) hours advance notification from the City. Contractor reserves the right to reject material damaged/contaminated by disaster. Contractor shall immediately notify City of the hauler vehicle number that is rejected.

SECTION 8. PROCESSING FEE.

- (A) City agrees to pay a processing fee of \$35.00 per ton for all dual sort Recycling/Recovered Materials. City agrees to pay the same processing fees for dual sort institutional recyclables.
- (B) The foregoing processing fees shall be deducted by Contractor from the monthly Recovered Materials Payment due City.
- (C) The foregoing processing fees shall be adjusted beginning on November 1, 2016, and on November 1 of every second year thereafter (i.e. 2018, 2020, etc.) during the term of this Agreement using the Producer Price Index – Commodities – Series ID: WPUFD49502 published by the Bureau of Labor and Statistics, which shall be applied in the following manner: $\$35.00 \times (\text{Index Value corresponding to July 1 of the adjustment year (i.e. 2016, 2018, 2020, etc.)} / \text{Index Value corresponding to July 1, 2014})$. Processing fee changes, if any, shall take effect from November 1 of an adjustment year forward until the next adjustment. In no event shall the fee fall below \$35.00 / Ton.

SECTION 9. COMPENSATION.

(A) All Fiber Material:

Contractor shall pay 70% of the high range Processor's price in the South Region as presented in the Yellow Sheet of the Official Board Market ("OBM") Publication for Mixed Paper (2), minus a 7% Residual Allowance and an additional 7% moisture deduction.

(B) Co-mingled Containers:

The weight of all Containers delivered to Contractor shall be reduced by fifty percent (50%) to account for glass and by an additional seven percent (7%) for a Residual Allowance. Contractor shall pay \$100.00 per ton based upon the weight of Containers after the glass reduction and Residual Allowance.

(C) Contractor shall pay \$0 per Ton for all single stream recycling material and City agrees to limit those loads to the rural route vehicle trucks. Contractor is authorized to charge haulers of single stream loads a processing fee not to exceed \$35.00 per Ton. Said fees may be adjusted upward based upon the change in the producer price index based upon the same calculation and on the same anniversary dates as set forth in Section 8(C) of this Agreement.

(D) The Parties hereby acknowledge and agree that the sources set forth in Section 9(A) of this Agreement reasonably reflect changes in the market price for each Recovered Material, and are reliable sources for the purpose of determining the compensation paid to City. In the event that either (1) this source ceases to publish information necessary for the determining price paid per Ton, or (2) both Parties reasonably conclude that such information published in these sources no longer accurately reflects the market price for Recovered Materials, the Parties shall agree on a substitute index or renegotiate the terms of this Agreement.

(E) City and Contractor may mutually agree to discontinuing or adding any Recyclable material under this program.

(F) City and Contractor agree that under no circumstances shall City owe Contractor money for any compensation period regardless of whether processing fees exceed the calculated Recovered Materials Payment. In the event that processing fees exceed the Recovered Materials Payment for any three (3) calendar months in any twelve (12) calendar month period, Contractor shall have the right to terminate this Agreement by providing City one hundred eighty (180) days' written notice prior to termination. During the one hundred

eighty (180) day period following the giving of notice of termination pursuant to this Section 9(F), City shall be required to make payment of all processing fees and any other fees required pursuant to this Agreement, regardless of whether said fees are more than the amount of the calculated Recovered Materials Payment.

SECTION 10. PAYMENT AND DOCUMENTATION.

- (A) Payment shall be made to City once per month, with the documentation set forth in Section 10(C) below for Recycling/Recovered Materials received by Contractor during the month for which payment is being made. Said documentation shall include the following:
 - (1) The gross weight of all Fiber delivered to Contractor's facilities during the month; and
 - (2) The gross weight of all Containers delivered to Contractor's facilities during the month.
- (B) The collection month shall begin on the 1st day of the month and end on the last day of the month. Contractor shall make its monthly payment on or before the 15th day following the last day of the month for which payment is due. Contractor shall remit payment to City: City of Port Orange, Attention: Finance Department, 1000 City Center Circle, Port Orange, Florida 32129.
- (C) Documentation shall be received as described in Section (B) above, and consist of a monthly computer generated printout of all tickets including computer generated tare weight tickets for each load. Tare weight ticket information must including recycling center name and address, hauler name, vehicle number, ticket number, date the load was picked up, gross weight of load, tare weight of load, net weight of load, time the truck was weighted in, and time the truck was weighed out. Data from each ticket must be input into an electronic format, acceptable to City. The following information shall be included: hauler name, ticket number, load pick-up date, weight of load, weight of each commodity, total throw-out weight (based on the Residual Allowance percentage), and total net weight, total amount paid for each commodity, and total amount paid for each tare weight ticket.
- (D) Contractor's accounting system shall be adequate to provide the records required under this Agreement. Such system shall be operational and subject to review and approval by the Agreement Administrator thirty (30) days prior to the commencement of services under this Agreement.

- (E) Contractor shall maintain accounting records pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and shall make such materials available for inspection by City or its agent upon three (3) days' written notification.
- (F) City makes no covenant or promise as to the volume or weight of Recyclables available, nor that Contractor will be able to market Recovered Materials during the term of this Agreement. City covenants that through the life of this Agreement, Contractor shall be the exclusive contractor for the purpose of processing curbside Recyclables and marketing Recovered curbside Materials on behalf of City.
- (G) City may perform or have performed an audit of the records of Contractor as deemed necessary to verify the performance of this Agreement. Contractor covenants and agrees to keep books and records of Recyclables received, Recyclables and Recovered Materials sold, and the rates at which such Recyclables and Recovered Materials were sold in a manner consistent with its general corporate policy and generally accepted accounting principles. All such books and records shall be available for inspection, not more than twice per year, by City and its agents at Contractor's headquarters upon three (3) days' notice to Contractor, during regular business hours, to inspect, examine and take notes, extracts and memoranda from the books and records. Contractor agrees to cooperate fully and aid in any examination or audit. In the event that there shall be any difference between the gross sales as reported by Contractor and as computed by City or its representatives upon any examination or audit, Contractor shall pay such further sum immediately upon demand, and if the difference exceeds three percent (3%), Contractor shall pay the cost and expense of the examination and audit of Contractor's books and records. Such books and records shall be retained by Contractor for at least three (3) years after the end of the lease year covered thereby.

SECTION 11. INTENTIONALLY LEFT BLANK.

SECTION 12. RESIDUAL DISPOSAL AND HAZARDOUS WASTE PROCEDURES.

- (A) City will establish procedures with its haulers to remove hazardous waste from loads before delivery to Contractor. Contractor will use reasonable business efforts to establish procedures to monitor and examine waste and attempt to identify hazardous waste before delivery vehicles (whether those of City or third parties) leave the facility site.

- (B) Contractor shall maintain a log on-site to record each occasion of delivery of hazardous materials to site, and shall require the driver of the hauler vehicle delivering such hazardous materials to initial the log, showing the general quantity and description of such materials. Contractor shall notify City's Environmental Specialist in writing of any such occurrence as soon as possible, which shall be no more than two (2) business days from occurrence.
- (C) City will provide proper disposal of all hazardous waste materials from the unincorporated areas of Volusia County at no cost to Contractor if Contractor follows the following procedures:
- (1) Notify City within one (1) hour of the discovery of the delivery of hazardous materials to Contractor's facilities. The notification must, to the extent reasonably possible, identify the hauling company, truck number, and the area serviced by such truck. If known by Contractor this information must also be recorded in written form and transmitted to City at the end of the day.
 - (2) Contractor shall photograph the hazardous materials as originally found by Contractor.
 - (3) Contractor may remove such hazardous waste from the pit, tipping floor or any other location at its facility and return it to the hauler's vehicle if it is still on-site.
 - (4) Contractor may use any reasonable methods immediately available to it, including arranging for immediate disposal, to prevent hazardous waste from causing dangerous conditions to life or property or from violating any applicable law, rule, or regulation related to hazardous waste, prior to its removal by City.
 - (5) Contractor shall cooperate with City with regard to City's obligations to store, test, identify, protect, contain, promptly remove and dispose of such hazardous waste.
 - (6) Contractor will provide adequate fuel containment or double walled storage tanks to prevent spillage. If spillage occurs outside of containment area it will be immediately addressed in accordance with Florida Statutes 376 and 403, and 40 CFR 302, reportable quantities.
- (D) Contractor shall, at its own expense, and without right of reimbursement from City, transport and dispose of all Residuals at a Designated Disposal Facility. Contractor shall be required to obtain a weigh ticket at such Designated Disposal Facility and shall be solely

responsible for all tip fees. Contractor will not be charged for segregated glass cullet residue.

- (E) Contractor agrees that if Contractor breaches any of its obligations under this Section 12, then in addition to all other remedies available to City by law or in equity, Contractor shall pay, as liquidated damages (it being understood and agreed that actual damages would be very difficult to assess, but such liquidated damages are a fair estimate of the actual damages), an amount equal to Two Hundred Sixty-Five and No/100 Dollars (\$265.00) per day for each and every day that such non-compliance continues after three (3) days' written notice to Contractor or, if the non-compliance is of a nature that cannot be reasonably cured within three (3) days, then upon Contractor's failure to commence and prosecute to completion the cure with reasonable diligence.

SECTION 13. FACILITIES AND EQUIPMENT.

Contractor shall provide all facilities, equipment, supplies, and transportation necessary for the provision of the services specified in this Agreement, unless otherwise expressly agreed by the Parties in writing.

SECTION 14. INTENTIONALLY LEFT BLANK.

SECTION 15. MULTI-FAMILY/COMMERCIAL.

Contractor agrees to promote multi-family housing complex and commercial recycling programs to the community.

SECTION 16. INTENTIONALLY LEFT BLANK.

SECTION 17. REPRESENTATIVES OF CITY AND CONTRACTOR.

- (A) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. City shall designate in writing an Agreement Administrator to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The Agreement Administrator shall have the authority to transmit instructions, receive information and interpret and define City's policy and decisions pertinent to the work covered by this Agreement.
- (B) Contractor shall designate or appoint one or more representatives of the Contractor who are authorized to act on behalf of Contractor, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep City continually advised of such designation. Contractor designee shall provide and maintain a twenty-four (24) hour per day emergency contact number and shall

provide emergency response within one (1) hour of emergency notification. Contractor shall also have an English speaking supervisor at the Facility at all times of operation.

SECTION 18. QUALITY OF PERFORMANCE OF CONTRACTOR.

- (A) It is the intent of City to ensure that Contractor provides a quality level of processing and marketing services. Contractor agrees that if Contractor breaches any of its obligations under this Section 18 or Section 11 of this Agreement, actual damages would be difficult to access and therefore, Contractor shall be assessed, as liquidated damages, an amount equal to Two Hundred Sixty-Five and No/100 Dollars (\$265.00) per day for each and every day that such non-compliance continues after three (3) days' written notice to Contractor or, if the non-compliance is of a nature that cannot be reasonably cured within three (3) days, then upon Contractor's failure to commence and prosecute to completion the cure with reasonable diligence, for breach of the requirements of this Agreement.
- (B) The Agreement Administrator may assess liquidated damages pursuant to this Section and shall, at the end of each month, notify Contractor in writing of the liquidated damages assessed. In the event Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, file its written protest to the City Manager at the address listed in Section 28, which protest shall contain its defense to such assessment. The City Manager shall grant or deny the protest by written order within ten (10) working days from the date of receipt of the protest. If Contractor is dissatisfied with the order of the City Manager, it may request an appeal of the decision to the City Council. The City Council's decision shall be final.
- (C) This section shall not operate to limit the availability of injunctive remedies for breach of this section or Section 11, nor shall it limit the availability of any remedies at law or equity for breaches of any sections of this Agreement, nor shall it limit the Contractor's ability to seek judicial review of the imposition of liquidated damages.

SECTION 19. FILING OF REQUESTED INFORMATION AND DOCUMENTS.

- (A) In addition to any other requirements of this Agreement, Contractor shall be required to file statistical and other pertinent information pertaining to Recyclables received and Recovered Materials marketed, as may be required by City to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be required by City from time to time.

- (B) Contractor shall file and keep current with City all documents and reports required by this Agreement.

SECTION 20. BOOKS AND RECORDS.

- (A) Contractor shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Agreement and all others. Such records shall be kept separate and apart from all other records maintained by Contractor.
- (B) City or its designee shall have the right to review all records maintained by Contractor related to this Agreement on three (3) days' written notice.

SECTION 21. INTENTIONALLY LEFT BLANK.

SECTION 22. MOST FAVORED NATION CLAUSE.

Contractor agrees that City is granted the same terms as are then or may thereafter be granted to any other party Contractor may contract with.

SECTION 23. PERFORMANCE INSTRUMENT.

The City may request in writing a performance instrument in the event that Contractor fails to comply with all of the terms of this Agreement and thereafter fails to cure as set forth in Section 29(B)(7) of this Agreement. Upon such written request the Contractor shall post and maintain with City a cash bond, a surety bond or some other comparable security instrument (irrevocable standby letter of credit shall be acceptable), to be approved by the City Attorney, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Any surety bond shall bind Contractor and the surety jointly and severally to City as obligee. The bond or other security instrument shall be given as security for and shall be conditioned upon the faithful performance and discharge by Contractor of all material obligations imposed on it under this Agreement, and any resolution of the City Council pertaining to this Agreement. The bond or security instrument shall remain in effect during the term of this Agreement (and during any renewal or extension thereof); and the bond or security unit may not be modified, canceled or terminated until thirty (30) days after receipt by the City Manager of two copies of such written notice of any intent to modify, cancel, terminate or refuse to renew the bond or cancel the bond or withdraw the security. The original of the bond or security instrument shall be filed with and maintained by the City Clerk. All rights reserved to City with respect to the surety bond or security instrument are in addition to all other rights of City, whether granted or reserved by this Agreement or otherwise authorized by law; and no action, proceedings or exercise of a right with respect to the bond or security instrument shall affect any other right which City may have.

SECTION 24. INSURANCE.

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

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

Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage shall clearly demonstrate the underlying coverages/policies that are included.

If Contractor fails to secure and maintain the liability insurance coverage required herein, Contractor shall be liable to the City and agrees to indemnify, defend, and hold harmless City against all claims, actions, losses or damages that would have been covered by such insurance.

Contractor shall maintain a retroactive date prior to or equal to the effective date of this Agreement. Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. Contractor's purchase of the SERP shall not relieve Contractor of the obligation to provide replacement coverage.

(1) Types of Insurance.

- (i) Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of Contractor employed or hired to perform or provide work or services under this Agreement or that is in any way connected with the Designated Recycling Facility, without exclusion for any class of employee, and shall comply with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits not less than the statutory amount shown above per occurrence.

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

- (ii) Commercial General Liability Insurance. Commercial General Liability Insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for Contractor's operations and "broad form" property damage coverage protecting itself, its employees, agents, subsidiaries, tenants, invitees and their employees or

agents from claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Contractor or by any of its subcontractors arising from Work or Services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated Agreement contractual liability coverage endorsement, indicating expressly Contractor's agreement to indemnify, defend and hold harmless City as provided in this Agreement. The commercial general liability policy shall be endorsed to include City as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the City Risk Manager.

- (iii) Motor Vehicle Liability. Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

(2) General Insurance Requirements:

- (i) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- (ii) Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the

entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

- (iii) Waiver of Subrogation. Contractor hereby waives all rights against City and its subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including worker's compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. Contractor shall require similar waivers from all its contractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation and general liability).
- (iv) City Not Liable for Paying Deductibles. For all insurance required by Contractor, City shall not be responsible or liable for paying deductibles for any claim arising out of or related to Contractor's business or for Contractor's benefit under this Agreement.
- (v) Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing City's Risk Manager and the Purchasing Department with copies of notices of cancellation under this Agreement within thirty (30) calendar days of receipt of such notice or change.

(3) Proof of Insurance.

- (i) Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- (ii) Contractor shall furnish proof of insurance acceptable to City prior to or at the time of execution of this Agreement and Contractor shall not commence operations pursuant to this Agreement until Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by City. This Agreement may be terminated by City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to

City or Contractor fails to maintain the insurance required under this Agreement during the term of this Agreement.

- (iii) All certificates of insurance shall clearly indicate that Contractor has obtained insurance of the type, amount and classification required by this Section. This Agreement may be terminated by City, without penalty or expense, if proof of any insurance required hereunder is not provided to City.
- (iv) Contractor shall file replacement certificates with City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, City expressly reserves the right to renew the insurance policies at Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

SECTION 25. ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR.

- (A) Uses Not Permitted. Contractor shall not use or permit the Designated Recycling Facility or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Substances or Special Waste, as defined in the Environmental Protection Act, except, and only to the extent, if necessary for business operations or to maintain the improvements on the Designated Recycling Facility and then, only in compliance with all local, state and federal environmental regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee or agent of Contractor (collectively, "Contractor's Agents"), the storage, transportation disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials to the air, water or soil of the City of Port Orange. The use, storage, treatment, transportation, disposal or use of Hazardous Materials and Special Wastes in amounts ordinarily found in the inventory of or used in the operation and maintenance of existing facilities shall be in compliance with all local, state and federal environmental regulations.
- (B) Compliance with Environmental Regulations. Contractor shall comply with all applicable federal, state, or local environmental laws and valid judicial and written administrative orders related to the Designated Recycling Facility or operations thereon, including, but not

limited to, any applicable reporting or response requirement triggered by a spill or release of a Hazardous Substance or Special Waste, as defined in the Environmental Protection Act, occurring after the Commencement Date. Upon the occurrence of any release or threat of release of Hazardous Materials or Special Waste on, from or beneath the Designated Recycling Facility or landfill caused by Contractor or Contractor's Agents during the term of this Agreement, Contractor shall promptly notify City of the release or threat of release and shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to City, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials or Special Wastes so released to, on, from or beneath the Designated Recycling Facility or landfill, in compliance with all local, state and federal environmental regulations. Contractor shall be responsible for any environmental release or hazard described above. Such liability includes, but is not limited to fines, legal fees, consultant fees, and other costs required to bring into compliance any activity, use or occupancy of the Designated Recycling Facility or landfill which creates an environmental release, violation or hazard.

SECTION 26. INDEMNIFICATION.

- (A) Contractor shall indemnify, save, hold harmless, and defend City, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) based upon injury to persons, including death or damage to property arising out of, resulting from, or incident to Contractor's performance of its obligations under this Agreement, or in conjunction with Contractor's use and occupancy of the Designated Recycling Facility or use of the landfill, unless such injury or damage is occasioned by the negligence of City.
- (B) Contractor shall indemnify, save, hold harmless, and defend City, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by Contractor, its agents, employees,

or successors and assigns in conjunction with Contractor's use and/or occupancy of the Designated Recycling Facility or the Landfill.

- (C) Contractor shall defend, indemnify and hold harmless City, and each of its employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorney's fees, including without limitation, attorney's fees incurred to enforce the indemnification contained in this Section, consultants' fees, investigation and laboratory fees, liabilities, settlements, reasonable attorney's fees, court costs, and expert fees, damages, losses, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (1) release or threat of release, by Contractor or any of Contractor's Agents, of any Hazardous Materials or Special Waste on, from or beneath the Designated Recycling Facility or the Landfill during the term of this Agreement, (2) any personal injury (including wrongful death) or property damages (real or personal) arising out of or related to Contractor or Contractor's Agents' use of, or exposure to, Hazardous Materials or Special Waste, (3) any lawsuit brought or threatened, settlement reached (five (5) days' prior notice of which City shall have delivered to Contractor) as a result of the Release of Hazardous Materials or Special Wastes caused by Contractor or Contractor's Agents during the term of this Agreement, (4) any breach by Contractor or Contractor's Agents of Article C of this Agreement, and/or (5) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs as a result of the release or threat of release, use or storage of Hazardous Materials caused by Contractor or Contractor's Agents during the term of this Agreement. Contractor's obligation to City and the other indemnities under the foregoing indemnification shall be without regard to fault on its part with respect to the violation of any Environmental Regulation, which results in liability to any indemnity.
- (D) Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection of this Agreement in which contract the subcontractor fully indemnifies City in accordance with this Agreement.
- (E) The provisions of this Section 26 shall survive the termination or early cancellation of this Agreement.
- (F) Sovereign Immunity. City 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 this Agreement to the contrary, nothing in this Agreement shall be deemed

as a waiver of immunity or limits of liability of 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 of liability of City for damages regardless of the number or nature of claims in tort, equity or Agreement 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 City, which would otherwise be barred under the doctrine of Sovereign Immunity or operation of law.

SECTION 27. POINT OF CONTACT.

The day-to-day dealings between Contractor and City shall be between the Contractor's representative (Section 17(B)) and the Agreement Administrator.

SECTION 28. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or by facsimile as provided below, or sent by certified, return receipt requested, United States mail as follows:

FOR CITY:

City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501 – telephone
(386) 756-5208 - facsimile

FOR CONTRACTOR:

G.E.L. Corporation
Attention: Milton Eugene Evans, Jr., President
1200 South Leavitt Avenue
Orange City, Florida 32763
(386) 775-5385 - telephone
(386) 775-0355 - facsimile

And:

City of Port Orange
Attention: Public Works Director, Agreement Administrator
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e., printed) after 4:30 p.m. or on weekends or holidays, shall be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

SECTION 29. TERMINATION OF AGREEMENT.

- (A) This Agreement may be terminated by City for cause upon thirty (30) days' written notice.
- (B) City may terminate this Agreement, except as otherwise provided below in this Section, by giving the Contractor thirty (30) days' advance written notice, to be served as provided in section 28 of this Agreement, upon the happening of any one of the following events:
 - (1) The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated, in which case said default shall be deemed immediate; or
 - (3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) Contractor has defaulted, by failing or refusing to pay in a timely manner the Recovered Materials Payment, administrative charges or other monies due City and said default is not cured within thirty (30) days of receipt of written notice by City to do so; or
 - (5) Contractor has defaulted by allowing any final judgment for money after having waived or exhausted all rights of appeal, to stand against it unsatisfied and said

default is not cured within thirty (30) days of receipt of written notice by City to do so; or

- (6) In the event that the monies due City under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, Contractor shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to City Attorney; or
- (7) Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any applicable rules and regulations promulgated by City or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and said default is not cured with thirty (30) days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate, (i) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.)
- (C) Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of City regardless of whether City has corrected each individual condition of default, Contractor shall be deemed a "habitual violator," shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. City shall thereupon issue Contractor a final warning citing the circumstance therefore, and any single default by Contractor of whatever nature, subsequent to such final warning, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, City may terminate this Agreement upon giving a

written final notice to Contractor, such cancellation to be effective upon the date specified in City's written notice to Contractor, and Contractor shall have no further rights hereunder. Immediately upon the specified date in such final notice, Contractor shall proceed to cease any further performance under this Agreement.

- (D) In the event of the aforesaid events specified in subsection (B) and (C) above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of City under this Agreement to Contractor shall cease, and City shall have the right to call the performance instrument set forth in Section 23 of this Agreement and shall be free to negotiate with other contractors for the performance of the herein specified services.

SECTION 30. INDEPENDENT CONTRACTOR.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of Contractor to City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Contractor an employee of City and Contractor shall be entitled to none of the rights, privileges or benefits of City of Port Orange employees.

SECTION 31. EMPLOYEE STATUS.

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights and privileges granted to City's officers and employees either by operation of law or by City.

SECTION 32. EQUAL OPPORTUNITY EMPLOYMENT.

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 33. RIGHT TO REQUIRE PERFORMANCE.

The failure of City at any time to require performance by Contractor or any provision hereof shall in no way affect the right of City thereafter to enforce same. Nor shall waiver by City of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 34. ASSIGNMENTS.

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City Council. City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of the City Council shall be null and void and shall be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of City under this Agreement to Contractor shall cease, and City shall have the right to call the performance instrument set forth in Section 23 of this Agreement and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of Contractor.

SECTION 35. SUBCONTRACTORS.

In the event that Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, Contractor shall secure the prior written approval of City.

SECTION 36. LAWS TO GOVERN.

This Agreement shall be governed by the laws of the State of Florida and Volusia County, both as to interpretation and performance. The parties agree that venue for any legal action filed arising out of this Agreement, its enforcement or interpretation, shall lie exclusively in county/state court in Volusia County, Florida. The parties hereby expressly waive a right to jury trial in any legal proceeding to enforce or interpret the terms hereof.

SECTION 37. SEVERABILITY.

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 38. CONFLICT OF INTEREST.

Contractor agrees that Contractor shall not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of Contractor's obligations under this Agreement with City. Determination of conflict of interest shall be at the sole discretion of City.

SECTION 39. ENTIRE AGREEMENT.

- (A) It is understood that the entire Agreement of the parties is contained herein and that this 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 Agreement shall be valid only when expressed in writing and duly signed by the Parties hereto.

SECTION 40. NO CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall retain the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 41. MISCELLANEOUS.

Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire or explosion other than fire or explosion caused by the negligent or intentional act of Contractor, its employees or agents, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party which fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any liability to perform hereunder.

SECTION 42. 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; and (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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services, on the dates indicated below for the purpose herein expressed.

[remainder of page intentionally left blank]

Witnesses:

G.E.L. CORPORATION

Kandi Winfrey
Printed Name: Kandi Winfrey

By: Milton E Evans JR
Milton Eugene Evans, Jr., President

Nadine Kent
Printed Name: Nadine Kent

Date: 10/30/2014

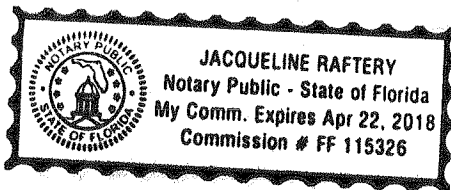
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Oct, 2014, by Milton Eugene Evans, Jr., as President of G.E.L. Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

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



Witnesses:

CITY OF PORT ORANGE

David T. Harden
Printed Name: David T. Harden

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: October 28, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Theresa Gutierrez
Printed Name: Theresa Gutierrez
Kimberly A. LeVan
Printed Name: Kimberly A. LeVan

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: October 28, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of NOV., 2014 by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 674]

**AGREEMENT TO PROVIDE RECYCLABLE MATERIALS
PROCESSING AND MARKETING SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 17 day of July, 2007, by and between G.E.L. Corporation, whose address is 1200 Leavitt Avenue, Orange City, Florida 32763, hereinafter referred to as CONTRACTOR, and the CITY OF PORT ORANGE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY desires to retain services of a competent and qualified recycling contractor to accept and process Recyclables and market Recovered Materials from within the City of Port Orange; and

WHEREAS, the County of Volusia has a contract for these services with the CONTRACTOR and the CONTRACTOR has agreed to provide these same services for the CITY at the same terms and conditions, and

WHEREAS, if it is determined that a service designed to meet the needs of the CITY is already available and has been bid and awarded previously by another governmental agency, the CITY may award the contract to that provider without re-bidding for the same service pursuant to the Section 11.01 of the CITY purchasing policies, and

WHEREAS, the CITY currently is under contract with the CONTRACTOR for these same services, and such contract is due to expire October 1, 2007, and

WHEREAS, the CONTRACTOR has been deemed competent and qualified to accept and process Recyclables and market Recovered Materials from within the CITY.

NOW THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

For the purposes of this Agreement for Recyclable Materials Processing and Marketing Services, hereinafter referred to as "Agreement", the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (A) "Agreement Administrator" shall mean that person, or his designee, designated by the CITY to administer and monitor the provisions of this Agreement.

- (B) "Designated Disposal Facility" shall mean the place or places specifically designated by the CITY for the disposal of Residue or Residuals.
- (C) "Program" shall mean the CITY Recycling Program as it may from time-to-time be defined by the CITY.
- (D) "Designated Recycling Facility" shall mean the place or places specifically designated by the CITY for the tipping of Recovered Materials.
- (E) "Published Price" shall mean: For mixed fiber (loose with inserts) – the high-range Processor's price in the South Region as presented in the Yellow Sheet of the "Official Boards Market" for number 8 specification newspaper.
- (F) "Recovered Materials" shall mean Recyclables which have been collected, separated and processed into marketable form.
- (G) "Recovered Materials Payment" shall mean the monthly payment due to the CITY from the CONTRACTOR calculated in accordance with the provisions and requirements of Sections 9, 10 and 11 of this Agreement.
- (H) "Recyclable(s)" shall mean No. 8 specification newspapers with inserts; glass food and beverage containers (clear, green, and brown in color); aluminum cans; plastic containers including polyethylene terephthalate (PET), high-density polyethylene (HDPE), and food containers (plastic 1 – 7); bi-metal/steel cans; telephone books; ledger grade office paper; white office paper; old corrugated cardboard (OCC), cereal boxes without liners, snack and drink boxes, junk mail, magazines and mixed residential paper; and any other materials as may be identified as Recyclables by the CITY from time-to-time.
- (I) "Residue or Residuals" shall mean the portion of the Recyclables accepted by the CONTRACTOR which are not converted into Recovered Materials due to spoilage or the inclusion of contaminants; such Residuals shall be contained in a roll off for disposal by the CONTRACTOR at a CITY designated disposal facility at no cost to the CITY. Residual wastes shall be hauled by a franchised hauler.
- (J) "Residual Allowance" shall mean the percentage of weight which may be deducted from the gross weight of each type of Recyclable received under the Program to determine the net amount of Recovered Materials.
- (K) "Ton" shall mean 2,000 lbs.

SECTION 2. PURPOSE.

The purpose of this Agreement is for the CONTRACTOR to accept and process Recyclables and market Recovered Materials from CITY in the manner set forth in this Agreement.

SECTION 3. TERM.

The term of this Amended Agreement shall commence on October 1, 2007 and continue for seven years (the "Term") unless terminated earlier as provided herein. At the end of the term the CITY may, at its sole discretion, renew the Agreement for one additional seven year term. The CITY shall notify the CONTRACTOR of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred twenty (120) days prior to the expiration of the initial term. In the event the CITY notifies the CONTRACTOR of its intent to exercise this renewal option, the CONTRACTOR shall notify the CITY of its intent to accept or decline the renewal option offer. Such notice shall be made in writing and delivered to the CITY within twenty (20) days of receipt by the CONTRACTOR of the CITY'S notice of intent to exercise the renewal option. In the event the Agreement is renewed, the CITY may, at the end of the seven (7) year option period, either renegotiate the term and conditions of a new Agreement with the CONTRACTOR or request bids from qualified contractors to provide recyclable materials processing and marketing services.

SECTION 4. RESPONSIBILITIES OF CITY.

CITY is responsible for the quality of performance of its curbside haulers in the delivery of materials to CONTRACTOR. To that end, in the case of a malfunctioning vehicle causing materials dumped by the CITY'S hauler on CONTRACTOR'S processing floor to be significantly contaminated or commingled, the CITY and CONTRACTOR agree to an additional processing fee (above the processing fees provided for herein) of \$18.50/ton, up to \$90.00 per truck. In such event, CONTRACTOR shall immediately notify the CITY of any hauler vehicle which had doors malfunctioning resulting in such contamination of materials, in order that CITY may correct the condition as soon as possible.

SECTION 5. RESPONSIBILITIES OF CONTRACTOR.

- (A) 1. CONTRACTOR shall be responsible for providing and maintaining a recycling facility or facilities or transfer depots to accept and process Recyclables and market Recovered Materials.

Tomoka Farms Road, Daytona Beach, Florida is, mutually agreed upon by CITY and CONTRACTOR are designated as the recycling facility.

- (B) CONTRACTOR shall accept deliveries of Recyclables from CITY-franchised solid waste haulers at said facilities Monday through Friday of each week between the hours of 7:00 a.m. and 5:00 p.m., unless CITY requests CONTRACTOR to have operational hours on Saturdays. If Saturday operational hours are so required, CITY shall notify contractor forty-eight (48) hours in advance. CONTRACTOR shall not be required to accept deliveries of Recyclables on December 25th as set forth in Section 6

of this Agreement.

- (C) CONTRACTOR shall assure a safe and reasonable truck turn around time not to exceed twenty (20) minutes after the initial weigh-in, barring circumstances beyond the CONTRACTOR'S control.
- (D) CONTRACTOR shall assist the CITY in orientation and coordination of its recycling program with CITY personnel, city personnel (if applicable), and franchised haulers.
- (E) CONTRACTOR shall, at no additional charge, provide other services as may be required to assist in the initiation and implementation of the recycling program. (i.e., meeting with CITY personnel).
- (F) CONTRACTOR shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (G) CONTRACTOR shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of this Agreement. CONTRACTOR shall provide the CITY with proof of all necessary permits and licenses concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (H) CONTRACTOR shall, pursuant to the requirements of CITY and Section 403.706(7), Florida Statutes or its successor provisions, maintain certifiable records and provide to the CITY a copy of its annual report filed with the Department of Environmental Protection, of the volume of all Recyclables received and processed and Recovered Materials marketed pursuant to the Agreement.
- (I) CONTRACTOR shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that he is qualified, approved and licensed to accept and process Recyclables and market Recovered Materials pursuant to federal, state and local law. A copy of the current certification shall be provided to the CITY each year this Agreement is in force.
- (J) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the CONTRACTOR shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S performance of, or failure to perform, his responsibilities under this Agreement.
- (K) All materials will be marketed to the CONTRACTOR'S choice.
- (L) CONTRACTOR shall pay for educational material promoting recycling at a maximum

expenditure equivalent to \$0.10 per single-family residential customer per year. The Agreement Administrator or designee shall approve content and style prior to publication.

SECTION 6. HOLIDAYS.

December 25th shall be a holiday. The CONTRACTOR shall not be required to accept or process Recyclables, or maintain office hours on this designated holiday. The CONTRACTOR shall be open all other days (except Saturdays and Sundays) throughout the year as noted in Section 5(B) of this Agreement.

SECTION 7. EMERGENCY SERVICE PROVISION

Contractor shall be required to have operational hours on Saturdays in the event of emergencies with forty-eight (48) hours advance notification from CITY.

SECTION 8. PROCESSING FEE.

- (A) CITY agrees to pay a processing fee of \$18.50/ton for commingled paper; and \$11.00/ton for commingled containers. CITY agrees to pay the same processing fees for dual sort institutional recyclables. CITY also agrees to pay CONTRACTOR a processing fee for rural route single stream of \$18.50/ton. Loads with residue levels over 20% will be rejected by CONTRACTOR or charged five dollars (\$5.00) over the CITY tipping fee for disposal. CONTRACTOR shall provide commercial recycling opportunities consistent with proposal dated January 29, 2002 to CITY (See Exhibit A).
- (B) The foregoing fees shall be deducted by the Contractor from the monthly revenues due the CITY in equal monthly payments based on averages computed from historical data. At the end of each quarter, after all scale tickets and checks have been balanced by CITY, the CITY will compute a reconciliation calculation to determine whether any additional debit/credit is due to the CITY and/or CONTRACTOR. Any such adjustment shall be applied in the next quarter, following such reconciliation.

SECTION 9. COMPENSATION.

- (A) As compensation for the receipt of Recyclables from the CITY, the CONTRACTOR agrees to pay the CITY a Recovered Material Payment for the following:
 - (1) Commingled paper: CONTRACTOR guarantees a floor price of twenty five dollars (\$25.00) per ton after residue deductions, or 70% of the high-end Southeast Official Board Market ("OBM") #8 News published price, whichever is greater. In the event that the high end of the Official Board Market ("OBM") #8 News published price exceeds \$100.00 per ton, Contractor and CITY agree to share equally in the amount exceeding \$100.00 per ton.

- a. The CITY, at its option may institute automated single stream cart collection of recyclables. In the event of such change, the CITY and the Contractor agree to enter into good faith negotiations to determine approved single stream collection program and terms. If the parties are unable to reach a satisfactory agreement, CITY may terminate this agreement after providing contractor thirty (30) days advanced written notice thereof.
- (2) Commingled containers: CONTRACTOR guarantees a floor price of thirty dollars (\$30.00) per ton after residue deductions
- (3) Rural route single stream: Contractor guarantees a floor price of \$0.00.
- (4) Dual Sort Institutional/Governmental: Contractor guarantees a floor price 185 of a minimum of one-half (1/2) of the compensation guaranteed, as set forth in Section 9 (A) (1) and (2) above.
- (B) The parties hereby acknowledge and agree that the sources set forth in Section 1(E) of this Agreement, reasonably reflect changes in the market price for each Recovered Material, and are reliable sources for the purpose of determining the compensation paid to the CITY. In the event that either (1) these sources cease to publish information necessary for the determining price paid per ton, or (2) both parties reasonably conclude that such information published in these sources no longer accurately reflects the market price for Recovered Materials, the parties shall agree on a substitute index or renegotiate the terms of this Agreement.
- (C) The CITY shall have the option of discontinuing or adding any Recyclable under this program upon 30 (thirty) days written notice to CONTRACTOR.

SECTION 10. RESIDUAL ALLOWANCES

The following percentages of each category of Recyclable may be deducted from the quantity of gross Recyclables received under the program to determine the quantity of net Recovered Materials:

<u>Recyclable Material</u>	<u>Residual Allowance</u>
Commingled containers	7%
Commingled paper	7%
Single stream	10%
Dual Sort Institutional/Government	20%

SECTION 11. PAYMENT AND DOCUMENTATION.

- (A) Payment shall be made to the CITY once per month, with the documentation set forth in Section 11(C) below for Recovered Materials received pursuant to this Agreement. The

CONTRACTOR shall calculate the sums due the CITY as follows: the gross weight of Recyclables discharged at the CONTRACTOR'S facilities during the month, multiplied by the percent-by-weight composition figures. The gross Recyclables by type are then reduced by the appropriate Residual Allowance percentage, as set forth in Section 10 of this Agreement, to calculate the net Recovered Materials by type. The net Recovered Materials by type are multiplied by the appropriate rate per ton percentage, as set forth in Section 9 of this Agreement, to calculate the Recovered Materials Payment for each material. The Recovered Material Payment for each type of material is added to determine the Recovered Material Payment less the processing payment due the contractor, as set forth in Section 8 of this agreement due for the month.

- (B) Pursuant to Section 5(B), the collection month shall begin on the 1st day of the month and end on the last day of the month. CONTRACTOR shall make its monthly payment on or before the 15th day of the following month. CONTRACTOR shall remit payment to the CITY: Attention: City of Port Orange, Finance Department, 1000 City Center Circle, Port Orange, FL 32129.
- (C) Documentation shall be received as described in Section (B) above, and consist of a monthly computer generated printout of all tickets including computer generated tare weight tickets for each load. Tare weight ticket information must include, recycling center name and address, hauler name, vehicle number, the unincorporated franchise area of the city in which the load originated, ticket number, date the load was picked up, gross weight of load, tare weight of load, net weight of load, time the truck was weighed in, time the truck was weighed out. Tickets must also be separated by hauler. Data must be input into a spreadsheet format, provided by, or acceptable to, the CITY, (i.e., Lotus, Excel) for all tickets including hauler name, ticket number, load pick-up date, total weight of load, weight for each commodity, total throw-out weight (based on the Residual Allowance percentage), total net weight, total amount paid for each commodity, and total amount paid for each tare weight ticket.
- (D) CONTRACTOR'S accounting system shall be adequate to provide the records required under this Agreement. Such system shall be operational and subject to review and approval by the Agreement Administrator 30 days prior to the commencement of services under this Agreement.
- (E) CONTRACTOR shall maintain accounting records pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and shall make such materials available for inspection by the CITY or its agent upon three days written notification.
- (F) The CITY makes no covenant or promise as to the volume or weight of Recyclables

available nor that the CONTRACTOR will be able to market Recovered Materials during the term of this Agreement. CITY covenants that through the life of this Agreement, CONTRACTOR shall be the exclusive contractor for the purpose of processing curbside Recyclables and marketing Recovered curbside Materials on behalf of CITY.

- (G) The CITY may perform or have performed an audit of the records of the CONTRACTOR as deemed necessary to verify the performance of the Agreement.

SECTION 12. PROCESSING OF RECYCLABLES: DISPOSAL OF RESIDUALS.

- (A) CONTRACTOR shall make reasonable efforts to process all Recyclables within one working day from the time of receiving such Recyclables at CONTRACTOR'S facilities and contain waste and products within building or temporary containment outside.
- (B) CONTRACTOR shall be responsible at all times for the prevention of nuisance conditions resulting from its failure to process Recyclables in a timely manner, and for any degradation associated therewith and shall cure such nuisance conditions when so directed in writing by the CITY.
- (C) CONTRACTOR shall be responsible to routinely sweep and remove litter outside and to provide adequate residual containment, and shall maintain at a minimum a permanent 6ft. chain link fence to eliminate wind blown litter.
- (D) CITY shall use its best efforts to prevent the delivery of hazardous wastes to the facility from the CITY franchised haulers.
 - (1) The CITY will establish procedures with its haulers to eliminate hazardous waste before delivery to CONTRACTOR. CONTRACTOR will use reasonable business efforts to establish procedures to monitor and examine waste and attempt to identify hazardous waste before delivery vehicles (whether those of CITY or third parties) leave the facility site.
 - (2) CONTRACTOR shall maintain a log on-site to record each occasion of delivery of hazardous materials to site, and shall require the driver of the hauler vehicle delivering such hazardous materials to initial the log, showing the general quantity and description of such materials.
 - (3) The CITY will provide proper disposal of all hazardous waste Materials from the CITY at no cost to CONTRACTOR if CONTRACTOR follows the following procedures:
 - a. Notify CITY within one hour of the delivery of hazardous materials to CONTRACTOR'S facilities. The notification must identify the hauling company,

truck number, and the area serviced by such truck. This information must be also recorded in written form and transmitted to CITY at the end of the day.

- b. CONTRACTOR shall photograph the hazardous materials as originally found by CONTRACTOR.
- c. CONTRACTOR may remove such hazardous waste from the pit, tipping floor or any other location at its facility and return it to the hauler's vehicle if it is still on-site.
- d. CONTRACTOR may use any reasonable methods immediately available to it, including arranging for immediate disposal, to prevent hazardous waste from causing dangerous conditions to life or property or from violating any applicable law, rule, or regulation related to hazardous waste, prior to its removal by CITY.
- e. CONTRACTOR shall cooperate with CITY with regard to CITY'S obligations to store, test, identify, protect, contain, promptly remove and dispose of such hazardous waste.

- (E) CONTRACTOR shall, at its own expense, and without right of reimbursement from CITY, transport and dispose of all Residuals at a CITY designated facility.

SECTION 13. FACILITIES AND EQUIPMENT.

The CONTRACTOR shall provide all facilities, equipment, supplies and transportation necessary for the provision of the services specified in this Agreement, unless otherwise expressly agreed by the parties in writing.

SECTION 14. STANDARDS.

CONTRACTOR shall make its best effort to maximize revenue and market potentials. Contractor shall use first in, first out product management. CONTRACTOR products and non-functional equipment/materials shall not be stored outside facility for more than 60 days.

SECTION 15. MULTI-FAMILY/COMMERCIAL.

CONTRACTOR agrees to take multi-family and commercial recycling at no charge. Loads with residue levels over 20% will be charged \$5.00 over the CITY tipping fee; for disposal, or may be rejected by CONTRACTOR at their discretion. CITY agrees to promote a multi-family and commercial recycling program.

SECTION 16. INTENTIONALLY LEFT BLANK.

SECTION 17. REPRESENTATIVES OF CITY AND CONTRACTOR.

- (A) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The CITY shall designate in writing an Agreement Administrator to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The Agreement Administrator shall have the authority to transmit instructions, receive information and interpret and define the CITY'S policy and decisions pertinent to the work covered by this Agreement.
- (B) CONTRACTOR shall designate or appoint one or more representatives of the CONTRACTOR who are authorized to act on behalf of the CONTRACTOR, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the CITY continually advised of such designation. Contractor designee shall provide and maintain a twenty-four (24) hour/day emergency contact number and shall provide emergency response within one (1) hour of emergency notification. Contractor shall also have an English speaking supervisor at the Facility at all times of operation.

SECTION 18. QUALITY OF PERFORMANCE OF CONTRACTOR.

- (A) It is the intent of the CITY to ensure that the CONTRACTOR provides a quality level of processing and marketing services. To that end, in addition to those rights CITY has for breach, the Agreement Administrator may levy administrative charges of up to Two thousand five hundred dollars (\$2500.00) per day for any breach of this Agreement.
- (B) Nuisance Conditions: Including litter and failure to process Recyclables in a timely manner
 - (1) CONTRACTOR shall cure all nuisance conditions within seventy-two (72) hours of written notification from CITY.
 - (2) If CONTRACTOR fails or neglects to correct nuisance conditions, CITY may correct by utilizing Solid Waste staff or third-party contractor. CONTRACTOR shall be responsible for all associated charges to correct nuisance conditions.
- (C) The Agreement Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the CONTRACTOR in writing of the administrative charges assessed within thirty (30) days of the date of the notice. In the event the CONTRACTOR wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, file its written protest to the CITY MANAGER at the address listed in Section 27, which

protest shall contain its defense to such assessment.

The CITY MANAGER shall grant, or deny the protest by written order within ten (10) working days from the date of receipt of the protest. If the CONTRACTOR is dissatisfied with the order of the CITY MANAGER, it may request a hearing before the CITY Council. The CONTRACTOR shall be given at least ten (10) days written notice of such hearing. The CITY Council shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR'S claims and the decision of the CITY Council will be the final administrative action.

SECTION 19. FILING OF REQUESTED INFORMATION AND DOCUMENTS.

- (A) In addition to any other requirements of this Agreement, the CONTRACTOR shall be required to file statistical and other pertinent information pertaining to Recyclables received and Recovered Materials marketed, as may be required by the CITY to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be required by the CITY from time-to-time.
- (B) The CONTRACTOR shall file and keep current with the CITY all documents and reports required by this Agreement.

SECTION 20. BOOKS AND RECORDS.

- (A) The CONTRACTOR shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Agreement and all others. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- (B) The CITY or its designee shall have the right to review all records maintained by CONTRACTOR, related to the Agreement, on three (3) days written notice.

SECTION 21. (INTENTIONALLY LEFT BLANK)

SECTION 22. MOST FAVORED NATION CLAUSE.

CONTRACTOR agrees that CITY is granted the same terms as are then or may thereafter be granted to any other party CONTRACTOR may contract with.

SECTION 23. PERFORMANCE INSTRUMENT.

At the time of execution of this Agreement, CONTRACTOR shall post and maintain with CITY a cash bond, a surety bond or some other comparable security instrument (irrevocable standby letter of credit shall be acceptable), to be approved by the CITY Attorney, in the amount of One Hundred Thousand and no/100 dollars (\$100,000). Any surety bond shall bind CONTRACTOR and the surety jointly and

severally to CITY as obligee. The bond or other security instrument shall be given as security for and shall be conditioned upon the faithful performance and discharge by CONTRACTOR of all material obligations imposed on it under this Agreement, and any resolution of the CITY Council pertaining to this Agreement. The bond or security instrument shall remain in effect during the term of this Agreement (and during any renewal or extension thereof); and the bond or security unit may not be modified, canceled or terminated until 30 days after receipt by the CITY Manager of CITY of two copies of such written notice of any intent to modify, cancel, terminate or refuse to renew the bond or cancel the bond or withdraw the security. The original of the bond or security instrument shall be filed with and maintained by the CITY Manager. All rights reserved to CITY with respect to the surety bond or security instrument, are in addition to all other rights of CITY, whether granted or reserved by this Agreement or otherwise authorized by law; and no action, proceedings or exercise of a right with respect to the bond or security instrument shall affect any other right which CITY may have.

SECTION 24. INSURANCE.

- (A) CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance and Property Damage Insurance as will provide to the CITY the protection contained in the indemnification provision of Section 25 undertaken by the CONTRACTOR.
- (B) Policies other than Workers' Compensation shall be issued only by companies authorized by 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 and which maintain a Best's Rating of "A" or better and Financial Size Category of "VII" or better according to A.M. Best & Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by §440.57, Florida Statutes.
- (C) CONTRACTOR shall specifically protect CITY by either naming CITY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the indemnification provision of Section 25. Such policies shall contain, as a minimum, the following provisions, coverage's and policy limits of liability:
 - (1) General Liability Insurance. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - (2) Comprehensive Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the CONTRACTOR, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (D) Prior to the commencement of work hereunder, and annually thereafter, the CONTRACTOR

shall furnish to the CITY a certificate from the insurance company showing such insurance to be in force at all times. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the CITY in such insurance shall not be effective until thirty (30) days after written notice thereof has been received by the CITY. All policies specified herein must have the CITY named as an additional insured.

- (E) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CONTRACTOR'S liability under the provisions of the indemnification provision.

SECTION 25. INDEMNIFICATION.

- (A) In consideration of payment of Ten Dollars (\$10.00) from CITY to CONTRACTOR, receipt of which is hereby acknowledged by CONTRACTOR, the CONTRACTOR shall indemnify and save the CITY harmless from and against all liability, claims for damages, suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided by CONTRACTOR as provided for in this Agreement, or any default in the performance thereof. This agreement by the CONTRACTOR to indemnify and hold the CITY harmless shall include all charges, expenses and costs, including attorney's fees, incurred by the CITY on account of, or by reason of, such injuries, damages, liability, claims, suits or losses and on damages growing out of same. This indemnification provision shall survive the termination of this Agreement for a period of two years from the date of termination.
- (B) The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection of this Agreement in which contract the subcontractor fully indemnifies the CITY in accordance with this Agreement.

SECTION 26. POINT OF CONTACT.

The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR'S representative (Section 17(B)) and the Agreement Administrator.

SECTION 27. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or by facsimile as provided below, or sent by certified, return receipt requested, United States mail as follows:

FOR CITY

Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386)506-5501

And

Jan Parsons, Agreement Administrator
N1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386)506-5576

FOR CONTRACTOR

G. E. L. Corporation
1200 South Leavitt Ave.
Orange City, Florida 32763
Attention: Gene Evans
Telephone: (386) 775-5385
Facsimile: (386) 775-0355

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time-to-time by written notice. Facsimile Transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

SECTION 28. TERMINATION OF AGREEMENT.

- (A) This Agreement may be terminated by the CITY for cause upon thirty (30) days written notice.
- (B) The CITY may terminate this Agreement, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 27 of this Agreement, upon the happening of any one of the following events:
 - (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state

thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

- (3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the Recovered Materials Payment, administrative charges or other monies due the CITY and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for money after having waived or exhausted all rights of appeal, to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so; or
 - (6) In the event that the monies due the CITY under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the CITY Attorney; or
 - (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any applicable rules and regulations promulgated by the CITY or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate, (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- (C) Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the

performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstance therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to such final warning, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of written Final Notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such Final Notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

- (D) In the event of the aforesaid events specified in subsection (B) and (C) above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 29. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the CITY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the CITY and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 30. EMPLOYEE STATUS.

Persons employed by the CONTRACTOR in the performance of services and functions

pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights and privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 31. EQUAL OPPORTUNITY EMPLOYMENT.

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 32. RIGHT TO REQUIRE PERFORMANCE.

The failure of the CITY at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the CITY thereafter to enforce same, nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 33. ASSIGNMENTS.

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY Council. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY Council shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice, this Agreement shall be deemed immediately terminated and upon such termination, all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance instrument set forth in Section 23 herein and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

SECTION 34. SUBCONTRACTORS.

In the even that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by the Agreement, CONTRACTOR must secure the prior written approval of the CITY.

SECTION 35. LAWS TO GOVERN

This Agreement shall be governed by the laws of the State of both as to interpretation and performance. The parties agree that venue for any legal action filed arising out of this Agreement, its enforcement or interpretation, shall lie in Volusia County, Florida. The parties hereby expressly waive a right to jury trial in any legal proceeding to enforce or interpret the terms hereof.

SECTION 36. SEVERABILITY.

If any provision of this Agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 37. CONFLICT OF INTEREST.

CONTRACTOR agrees that CONTRACTOR will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of CONTRACTOR'S obligations under this Agreement with the CITY. Determination of conflict of interest shall be at the sole discretion of the CITY.

SECTION 38. ENTIRE AGREEMENT.

(A) It is understood and agreed that the entire Agreement of the parties is contained herein and that this 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 Agreement shall be valid only when expressed in writing and duly signed by the parties hereto.

SECTION 39. NO CONTINGENT FEES.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall retain the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 40. MISCELLANEOUS.

Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire or explosion other than fire or explosion caused by negligent or intentional act of CONTRACTOR, its employees or agents, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party which fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any liability to perform hereunder.

(Continued on next page)

**G.E.L. CORPORATION
1200 SOUTH LEAVITT AVENUE
ORANGE CITY, FLORIDA 32763
386-775-5385
386-775-0355 FAX**

January 29, 2002

County Of Volusia
Solid Waste Division
Josef Grusauskas,
3151 East New York Avenue
Deland, Florida 32724

Dear Mr. Grusauskas:

Pursuant to our meeting January 25, 2002 G.E.L. Corporation proposes the following prices for Volusia County Recyclable Materials.

Curbside recycle

Commingled Paper:

A floor price of \$ 25.00 per ton after residue deductions or seventy percent of the high-end Official Board Market ("OBM") #8 News published price, whichever is higher.

A processing fee of \$18.50 per ton before residue deductions on Commingled Paper mix.

Commingled Containers:

Commingled Containers \$30.00 per ton after Residue deductions.

A processing fee of \$11.00 per ton before residue deductions on Commingled Containers.

**Rural Route
Single Stream:**

\$ 18.50 processing fee for commingled containers. No revenue on recyclable materials. Loads with Residue levels over 20% will be rejected and charged \$5.00 over Volusia County Tipping fee, for disposal.

Multi-Family:

G.E.L. will take multi family at no charge of Revenue to Volusia County. County will promote Program. Loads with residue levels over 25% will be rejected and charged \$5.00 over Volusia County Tipping fee, for disposal.

Projected tonnage for 2002	8225
News tonnage	6169
Commingled Containers	2856
Estimated Revenue	\$85,591.53

If you have any questions please give me a call.

Sincerely,
Gene Evans Jr.
President

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

Signed, sealed, and delivered in the presence of:

G.E.L. Corporation

By: Milton E Evers JR

Date: 8-7-07

City of Port Orange

By: Allen Green.
Mayor

Date: 7/17/07

ATTEST:

Kenneth W. Parker
Mr. Kenneth W. Parker
City Manager

Approved as to Legality and Form:

Ann-Margret Emery
Ann-Margret Emery
Assistant City Attorney



GELCORP-02

STRONGC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Tammy Alderman		
	PHONE (A/C, No, Ext): (407) 998-5452	FAX (A/C, No):	
	E-MAIL ADDRESS: Tammy.Alderman@ioausa.com		
INSURED GEL, LLC 381 Signature Drive, Suite 101 Orange City, FL 32763	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: National Interstate Insurance Company		32620
	INSURER C: Bridgefield Casualty Insurance Company		10335
	INSURER D: Markel American Insurance Company		28932
	INSURER E:		
INSURER F:			

COVERAGE(S)

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		EF4ML01718221	11/3/2022	11/3/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ CONTRACTORS POLLUTIO						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							CONTRACTORS POL \$ 2,000,000
B	AUTOMOBILE LIABILITY			CAW021016706	11/3/2022	11/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIREL' AUTOS ONLY	☒ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
							\$
A	UMBRELLA LIAB ☒ OCCUR			EF4CU00137221	11/3/2022	11/3/2023	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$				
	DED ☐ RETENTION \$		Aggregate \$ 5,000,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			19653865	11/3/2022	11/3/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Equipment Floater			MKLM3IM0054068	11/3/2022	11/3/2023	Leased/Rented Equip \$ 500,000
A	Cont. Pollution			EF4ML01718221	11/3/2022	11/3/2023	Occurance Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Site Specific Pollution - Crum & Forster Specialty Insurance Company 11/3/2022-11/3/2023 Policy #PLL109055 - \$3,000,000 Aggregate

City of Port Orange is additional insured on a primary and non-contributory basis with respect to General Liability where required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to Workers Compensation when required by written contract with respect to Workers Compensation. 30 days notice of cancellation (except 10 for non payment) applies per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Public Works Department 407 Virginia Avenue 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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9d) Approval and consent to the assignment of the Motorcycle Lease Agreement CA6953 with Rossmeyer Daytona Motorcycles Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle (ITB 19-29) to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Consent to Lease Assignment of the Motorcycle Lease Agreement CA6953 with Rossmeyer Daytona Motorcycles Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle (ITB 19-29) to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: On January 7, 2020, the City entered into a Motorcycle Lease Agreement (CA6981) with Rossmeyer Daytona Motorcycles, Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson under ITB 19-29 for the leasing of the Police Department Motorcycles.

On December 5, 2022, the City received a transfer of ownership notification. The business has been sold to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson.

The Public Works & Utilities Department is requesting the city council's consent to the assignment of the Motorcycle Lease Agreement CA6981 to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson under the same terms and conditions.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Consent to Assignment ITB 19-29	Consent to Assignment ITB 19-29.pdf
2.	Assignment and Agreement Morse to EMAG	Assignment and Agreement.pdf
3.	Asset Purchase Agreement Rossmeyer to Morse	Asset Purchase Agreement.pdf
4.	Justification Memo - Contract Reassignment - Police Motorcycle Lease ROSSMEYER DAYTONA	Justification Memo - Contract Reassignment - Police Motorcycle Lease ROSSMEYER DAYTONA.docx

5.	City of Port Orange - Transfer Letter	City of Port Orange - Transfer Letter.pdf
6.	City of Port Orange -Supplier Application and Agreement	City of Port Orange -Supplier Application and Agreement.pdf
7.	EMAG DAYTONA HD LLC DEALER LICENSE (1)	EMAG DAYTONA HD LLC DEALER LICENSE (1).pdf
8.	Sales and Use Tax Certificate	Sales and Use Tax Certificate.pdf
9.	Registration of Fictitious Name	Registration of Fictitious Name.pdf
10.	Division of Corporations	Division of Corporations.pdf
11.	COI - EMAG-Daytona-HD_22-23-GAR-UMB_12-1-2022_979621752	COI - EMAG-Daytona-HD_22-23-GAR-UMB_12-1-2022_979621752.pdf
12.	W-9 EMAG Daytona HD LLC dba Teddy Morse's Daytona Harley-Davidson	W-9 EMAG Daytona HD LLC dba Teddy Morse's Daytona Harley-Davidson.pdf
13.	Contract with Rossmeyer for ITB 19-29	Contract with Rossmeyer for ITB 19-29.pdf

Julia Wiggins	Created/Initiated - 2/9/2023
Kelly Klausky	Approved - 2/9/2023
Garrett McCafferty	Approved - 2/13/2023
Ronny Buttrum	Approved - 2/13/2023
Junos Reed	Approved - 2/13/2023
Lynn Stevens	Approved - 2/15/2023
John McKinney	Approved - 2/17/2023
Matthew Jones	Approved - 2/21/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023

Consent to Lease Assignment

THIS CONSENT TO LEASE ASSIGNMENT ("Assignment") 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 **EMAG DAYTONA HD, LLC D/B/A TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON** ("EMAG"), a Florida limited liability company, whose principal address is 2850 South Federal HWY, Delray Beach, Florida 33483. The City and EMAG are collectively referred to herein as the "Parties."

WHEREAS, on the 7th day of January 2020, the City and Rossmeyer Daytona Motorcycles, Inc. d/b/a Bruce Rossmeyer's Daytona Harley Davidson ("Rossmeyer") entered into a Motorcycle Lease Agreement pursuant to Invitation to Bid 19-29, ("Lease"); and

WHEREAS, Rossmeyer and Morse Operations, Inc. a Florida corporation, ("Morse"), entered into an Asset Purchase Agreement with an effective date of July 7, 2022, ("Purchase Agreement"), which assets included the Lease between Rossmeyer and the City; and

WHEREAS, on November 1, 2022, Morse and EMAG entered into an Assignment of Agreement of Sale and Purchase of the Purchase Agreement whereby the rights and obligations of the Lease were transferred to EMAG; and

WHEREAS, by virtue of the transfer of assets to Morse and subsequently, to EMAG, consent to the assignment of all Rossmeyer's rights and obligations under the Lease is being sought; and

WHEREAS, EMAG duly affirms and attests its intent and ability to fulfill Rossmeyer's obligations, responsibilities, and duties to City under the Lease; and

WHEREAS, the Parties agree that all of the terms of the Lease, shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by the Parties; and.

WHEREAS, the City has determined that the execution of this Assignment 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. The City specifically consents to the assignment of all Rossmeyer's obligations, responsibilities, and duties under the Lease and all of Rossmeyer's rights, titles, and interests in and to the Lease to EMAG.
3. The Parties agree that services performed under this Lease shall continue as agreed with EMAG.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered.
5. All other terms and conditions of the Lease, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Assignment on the day and year stated hereinafter.

Witnesses:

**EMAG DAYTONA HD, LLC, A FLORIDA LIMITED LIABILITY
COMPANY D/B/A TEDDY MORSE’S DAYTONA HARLEY-DAVIDSON**

Printed Name:_____

**BY: MORSE OPERATIONS, INC. A FLORIDA CORPORATION,
ITS MANAGER**

Printed Name:_____

By:_____
Randy Hoffman, Chief Operating Officer

If this Lease is signed by an individual not identified as the Managing Member of the company in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into Leases on behalf of the company.

Date:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

ASSIGNMENT OF AGREEMENT OF SALE AND PURCHASE

FOR VALUE RECEIVED, **MORSE OPERATIONS, INC., a Florida corporation** ("Assignor") hereby assigns, transfers and sets over to:

- (a) **EMAG DAYTONA HD LLC, a Florida limited liability company** ("EMAG Daytona HD"), as that franchised Harley-Davidson dealership primarily located at 1637 North U.S. Highway 1, Ormond Beach, Volusia County, Florida 32174, and a Harley-Davidson ARO located at 510 Main Street, Daytona Beach, Volusia County, Florida 32116, as further described in the Asset Purchase Agreement (collectively, the "Dealership Business"), and
- (b) **EMAG DAYTONA HOTEL LLC, a Florida limited liability company** ("EMAG Daytona Hotel") as that franchised operation and those concerning certain assets of the Clarion Inn Hotel franchise associated with Choice Hotels International, Inc., located at 1635 N US Highway 1 Ormond Beach, FL 32174 ("Hotel") the bar operated with the fictitious name Saints & Sinners Pub and the licensed use of the name "Saints & Sinners Pub" all associated fixed assets for a 4COP-Class S Liquor License, and other inventory as described in the Asset Purchase Agreement, (and together EMAG Daytona Hotel with EMAG Daytona HD, the "Assignee"),

all right, title and interest of the Assignor, as Purchaser, under that certain Asset Sale Agreement executed as of July 7, 2022, (the "Contract") entered into between **MORSE OPERATIONS, INC., a Florida corporation**, as Purchaser, and **ROSSMEYER DAYTONA MOTORCYCLES, INC., a Florida corporation**, **DESTINATION DAYTONA , LLC, a Florida limited liability company**, **DESTINATION DAYTONA MANAGEMENT, LLC, a Florida limited liability company**, and **DESTINATION DAYTONA III, LLC, a Florida limited liability company**, individually and collectively as Seller, as to the Assets of the Business, respectively.

EMAG Daytona HD, by acceptance of this Assignment, assumes and agrees to undertake all obligations and perform all covenants, duties and responsibilities to be performed by Assignor under the Contract as to the Assets of the Business.

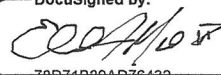
EMAG Daytona Hotel, by acceptance of this Assignment, assumes and agrees to undertake all obligations and perform all covenants, duties and responsibilities to be performed by Assignor under the Contract as to the Assets of the Business.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 1st day of November, 2022.

Assignor:

MORSE OPERATIONS, INC.,
a Florida corporation

By:

DocuSigned by:

78D71D89AD76432...
Edward J. Morse, III
Chief Executive Officer

ACCEPTANCE

EMAG Daytona HD hereby accepts the foregoing Assignment of Asset Purchase Agreement and assumes and agrees to undertake all obligations and perform all covenants, duties and responsibilities to be performed by Assignor under the Contract as to the Assets of the Business.

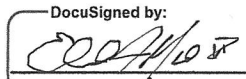
EMAG Daytona Hotel hereby accepts the foregoing Assignment of Agreement of Sale and Purchase and assumes and agrees to undertake all obligations and perform all covenants, duties and responsibilities to be performed by Assignor under the Contract as to the Assets of the Business.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 1st day of November, 2022.

Assignee:

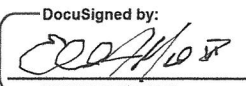
EMAG Daytona HD LLC,
a Florida limited liability company

By: MORSE OPERATIONS, INC.,
a Florida corporation
Manager

By: 
Edward J. Morse, III
Chief Executive Officer

EMAG Daytona Hotel LLC,
a Florida limited liability company

By: MORSE OPERATIONS, INC.,
a Florida corporation
Manager

By: 
Edward J. Morse, III
Chief Executive Officer

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is made as of July 7, 2022 (the “**Effective Date**”), by the following parties:

“**Seller**”: **ROSSMEYER DAYTONA MOTORCYCLES, INC.**, a Florida corporation d/b/a **BRUCE ROSSMEYER'S DAYTONA HARLEY-DAVIDSON** (“**Rossmeyer**”);

DESTINATION DAYTONA, LLC, a Florida limited liability company (“**DD**”);

DESTINATION DAYTONA MANAGEMENT, LLC, a Florida limited liability company (“**DDM**”);

DESTINATION DAYTONA III, LLC, a Florida limited liability company (“**DDIII**,” and together with Rossmeyer, DD, and DDM, “**Seller**”);

and

“**Buyer**”: **MORSE OPERATIONS, INC.**, a Florida corporation, or its assignee (“**Buyer**”).

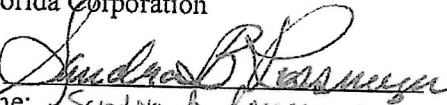
RECITALS

- A. Rossmeyer owns a franchised Harley-Davidson dealership primarily located at 1637 North U.S. Highway 1, Ormond Beach, Volusia County, Florida 32174, and a Harley-Davidson ARO located at 510 Main Street, Daytona Beach, Volusia County, Florida 32116, as further described in this Agreement (collectively, the “**Dealership Business**”).
- B. DD: (1) owns and operates a restaurant and bar known by the fictitious name *Saints & Sinners Pub* and owns associated fixed assets, a 4COP-Class S Liquor License, and inventory; (2) owns a Clarion Inn Hotel franchise, along with hotel equipment, furniture, and other assets; (3) owns the fictitious name *Destination Daytona*; and (4) owns furniture and event equipment used by DD to host biking and other events (collectively, the “**DD Business**”);
- C. DDM operates the Clarion Inn Hotel franchise and owns various hotel equipment and inventories (such as toiletries and food) (the “**DDM Business**”);
- D. DDIII owns the hotel furniture in one of the Clarion Inn Hotel’s 2 bedroom/2 bathroom units (the “**DDIII Business**”);
- E. Seller desires to sell, transfer, assign and deliver to Buyer, and Buyer desires to purchase from Seller, the Assets of the Business (as defined in Section 2.1 below) and

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

SELLER:

Rossmeyer Daytona Motorcycles, Inc.
a Florida Corporation

By: 
Name: Sandra B. Rossmeyer
Title: President

BUYER:

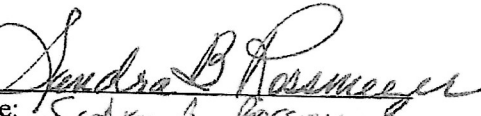
Morse Operations, Inc.
A Florida Corporation

By: 
Edward J. Morse, III, Chairman and CEO

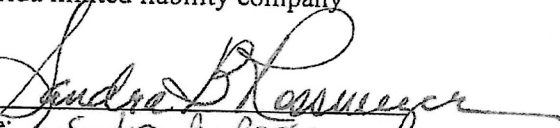
Destination Daytona, LLC,
a Florida limited liability company

By: 
Name: Sandra B. Rossmeyer
Title: Manager

Destination Daytona Management, LLC,
a Florida limited liability company

By: 
Name: Sandra B. Rossmeyer
Title: Manager

Destination Daytona III, LLC,
a Florida limited liability company

By: 
Name: Sandra B. Rossmeyer
Title: Manager



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Director of Public Works & Utilities Department
Julia Wiggins, Business Manager, Public Works & Utilities

From: Garrett McCafferty, Fleet Manager

DATE: February 9, 2023

SUBJECT: **Teddy Morse's Daytona Harley-Davidson & Rossmeyer Daytona Motorcycles Inc. – Motorcycle Lease Agreement CA6981 Reassignment**

REQUEST:

The Public Works & Utilities Department is requesting Council to approval a contract reassignment of the Motorcycle Lease Agreement CA6981 with Rossmeyer Daytona Motorcycles Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle (ITB 19-29) to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson.

PURPOSE:

The purpose of this request is to reassign the Motorcycle Lease Agreement (CA6981) to Teddy Morse's Daytona Harley-Davidson, EMAG Daytona HD LLC.

CONSIDERATION:

On January 7, 2020, the City entered into a Motorcycle Lease Agreement (CA6981) with Rossmeyer Daytona Motorcycles, Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson under ITB 19-29 for the leasing of the Police Department Motorcycles.

On December 5, 2022, the City received a transfer of ownership notification. The business has been sold to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson.

The Public Works & Utilities Department is requesting the Motorcycle Lease Agreement CA6981 be reassigned to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson under the same terms and conditions.

FUNDING:

Fund: 505

Fund Name: Fleet Finance

Cost Center: Police Department

Program: none

Spend Category: Eq Rental & Leasing

Project: PDVEH-WIP

Amount: \$41,160 FY23 actual only

RECOMMENDATION:

The Public Works and Utilities Department recommends Council to approval a contract reassignment of the Motorcycle Lease Agreement CA6981 with Rossmeyer Daytona Motorcycles Inc d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle (ITB 19-29) to EMAG Daytona HD LLC d/b/a Teddy Morse's Daytona Harley-Davidson.

ANTICIPATED SCHEDULE:

- A. Council Agenda - March 7, 2023
- B. Executed Contract Documents – March 31, 2023

ATTACHMENTS:

- A. Notification letter from Rossmeyer Daytona Motorcycles Inc.
- B. Sale / Ownership documents
- C. Rossmeyer Daytona Motorcycles Inc. contract for services CA6981



TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON POLICE & FLEET SALES

Barry T. Kuhnly
Manager

December 5, 2022

Sgt. Dean Gaver
Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, FL 32129

Dear Sgt. Garver,

Rossmeyer Daytona Motorcycles, Inc., DBA Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US Highway 1, Ormond Beach, FL 32174 has been the largest factory authorized Harley-Davidson dealership for over thirty years and it is our clear intent to maintain, yet continue to grow, that premier leadership position. On a personal note, I would like to take this opportunity to thank you for the role you have played in this ongoing endeavor by helping us to build our sales and service business – throughout the years, which has enabled Daytona Harley-Davidson to become the top law enforcement sales dealership operation in the USA. Long and short, we could not have done this without you and we humbly thank you for such dedication and support.

There's some great news we'd like to share. We're changing and wanted to let you know – and become part of that change. Ed Morse Automotive Group, 2850 South Federal Highway, Delray Beach, FL 33483 has made an offer to purchase our dealership operation and it has been accepted by Sandy Rossmeyer, President of Rossmeyer Daytona Motorcycles Inc.; essentially, this direction will effectively enable the sale of the business.

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954-257-2073 • Fax: 386-671-7077 • E-mail: BarryKuhnly@tmdhd.com



What does all of this mean to me, or my agency, you might ask? Once again, we're planning to maintain the business and our valued law enforcement customer agencies will see no change in the way we do business either today or into the foreseeable future. So as to simply acknowledge this change, you'll find a brief statement, or letter, which we plan to attach to your current contract, or lease agreement. This statement, along with the corresponding signatures of our dealership ownership, or management staff, simply seeks an authorized person, or department within your agency, to agree to our new ownership change; otherwise, we plan to honor our original, current contracts, or agreements and all terms and conditions contained therein stand as before.

The Ed Morse Automotive Group is one of the largest dealer groups in the nation having received numerous awards and recognition over decades in business. Ed Morse Automotive Group is headquartered in Delray Beach, FL and has been family-owned over 75 years.

Even better news - Ed Morse Automotive Group has advised that they are planning to continue with (and grow) our police, fleet and law enforcement business. They understand the added value the police business brings to the dealership with sales, service, parts and leasing. They are looking forward to building upon our existing clientele while building new relationships.

Over the next week there will be an ongoing transition to the new owner. We will be able to provide the City of Port Orange with all new vendor documents and bank account information that will be required to make this a seamless transition.

If any further information is needed, please feel free to contact me at your convenience.



Mr. Barry T. Kuhnly
Manager, Police and Fleet Sales
EMAG DAYTONA HD, LLC.
DBA Teddy Morse's Daytona Harley-Davidson
Cell: 954-257-2073

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954.257.2073 • Fax: 386.671.7077 • E-mail: BarryKuhnly@tmdhd.com





CITY OF PORT ORANGE

Supplier Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Blvd.

Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:Name of Individual or Business: EMAG DAYTONA, LLCPayment Remit to Name: Teddy Morse's Daytona Harley-DavidsonContact Name and Title: Barry Kuhnly, Manager Police and Fleet SalesPhone number: 954-257-2073 Email address: BarryKuhnly@tmdhd.ccTaxpayer Identification Number (TIN): 92-0363885Type of Commodity/Services: police sales, service and leasing**Permanent Address:**Street Address: 1637 North US Highway 1City: Ormond Beach State: FL Zip: 32174**Remit to Address (if different from above):**Street Address: same

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☒ ACH Direct ☐ Purchasing card (Visa) ☐ Check**If ACH payment is chosen, please fill out the information below:**

Name of Bank:	Bank of America
Bank ACH Routing Number:	063100277
Bank Account Number:	898115226253
Name on Bank Account:	Teddy Morse's Daytona Harley-Davidson
Accounts Receivable Email:	LisaThorne@tmdhd.com

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

EMAG DAYTONA HD LLC
2850 S FEDERAL HWY
DELRAY BEACH, FL 33483-3216

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

EFFECTIVE DATE

11/17/2022

LICENSE NUMBER

VF/1144501/1

PRIMARY LOT

EXPIRATION DATE

12/31/2023

THIS CERTIFIES, THAT

EMAG DAYTONA HD LLC
DAYTONA HARLEY DAVIDSON
TEDDY MORSE'S DAYTONA HARLEY DAVIDSON

AT 1637 N US HIGHWAY 1
ORMOND BEACH, FL 32174-2539

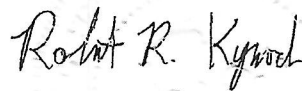
IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.



BUREAU CHIEF



DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA



Certificate of Registration

DR-11
R. 10/22

Issued Pursuant to Chapter 212, Florida Statutes

74-8018894943-5	10/06/22
Certificate Number	Registration Effective Date

This certifies that

TEDDY MORSE'S DAYTONA HARLEY-DAVIDS
EMAG DAYTONA HD LLC
1637 N US HIGHWAY 1
ORMOND BEACH FL 32174-2539

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



**This is your Sales & Use Tax Certificate of Registration.
Detach and Post in a Conspicuous Place.**



Notify the Department immediately if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting floridarevenue.com/taxes/updateaccount.

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.



**Below is your Florida Annual Resale Certificate for Sales Tax.
New dealers who register after mid-October are issued annual resale
certificates that expire on December 31 of the following year.
These certificates are valid immediately.**

DR-11R, R. 10/22



2023 Florida Annual Resale Certificate for Sales Tax

This Certificate Expires on December 31, 2023

DR-13
R. 10/22

Business Name and Location Address

TEDDY MORSE'S DAYTONA HARLEY-DAVIDS
EMAG DAYTONA HD LLC
1637 N US HIGHWAY 1
ORMOND BEACH FL 32174-2539

Certificate Number

74-8018894943-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as commercial real property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing
- Re-rental as tangible personal property being repaired
- Re-rental as transient rental property

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

State of Florida

Department of State

I certify from the records of this office that TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON is a Fictitious Name registered with the Department of State on September 20, 2022.

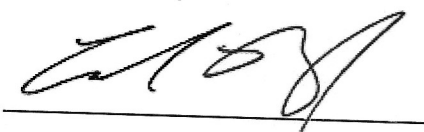
The Registration Number of this Fictitious Name is G22000118787.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty First day of September, 2022*




Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G22000118787

Fictitious Name to be Registered: TEDDY MORSE'S DAYTONA HARLEY-DAVIDSON

Mailing Address of Business: 2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

Owner(s) of Fictitious Name:

EMAG DAYTONA HD LLC
2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483 US
Florida Document Number: L22000309622
FEI Number: 92-0363885

FILED
Sep 20, 2022
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DENNIS MACINNES

Electronic Signature(s)

09/20/2022

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
EMAG DAYTONA HD LLC

Filing Information

Document Number L22000309622
FEI/EIN Number NONE
Date Filed 07/12/2022
Effective Date 07/11/2022
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 09/12/2022
Event Effective Date NONE

Principal Address

2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483

Mailing Address

2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

MORSE OPERATIONS INC
2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483

Title MGR

TJM III LLC
2850 S FEDERAL HIGHWAY
DELRAY BEACH, FL 33483

Annual Reports

No Annual Reports Filed

Document Images

[09/12/2022 -- LC Amendment](#)

View image in PDF format

[07/12/2022 -- Florida Limited Liability](#)

View image in PDF format

Florida Department of State, Division of Corporations

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	MORSE OPERATIONS INC	2850 S FEDERAL HIGHWAY	☒ Add
		DELRAY BEACH, FL 33483	☐ Remove
			☐ Change
MGR	TJM III LLC	2850 S FEDERAL HIGHWAY	☒ Add
		DELRAY BEACH, FL 33483	☐ Remove
			☐ Change
CEO	EDWARD J MORSE III	2850 S FEDERAL HIGHWAY	☐ Add
		DELRAY BEACH, FL 33483	☒ Remove
			☐ Change
COO	RANDY HOFFMAN	2850 S FEDERAL HIGHWAY	☐ Add
		DELRAY BEACH, FL 33483	☒ Remove
			☐ Change
PRES	CARMELLO COLELLA	2850 S FEDERAL HIGHWAY	☐ Add
		DELRAY BEACH, FL 33483	☒ Remove
			☐ Change
CFO	DENNIS MACINNES	2850 S FEDERAL HIGHWAY	☐ Add
		DELRAY BEACH, FL 33483	☒ Remove
			☐ Change

[illegible]

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Signature of a member or authorized representative of a member

Typed or printed name of signee



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
12/1/2022

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 Gallagher PowerSports 235 Highlandia, Suite 200 Baton Rouge LA 70810		CONTACT NAME: PHONE (A/C, No, Ext): 225-292-3515 FAX (A/C, No): 225-292-3893 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Clear Blue Insurance Company Inc.	NAIC # 28860
INSURED EMAG Daytona HD LLC 1637 N US Hwy 1 Ormond Beach FL 32174		INSURER B : Clear Blue Specialty Insurance Company, Inc. INSURER C : INSURER D : INSURER E : INSURER F :	37745

COVERAGES PROD / CUSTOMER ID: EMAGDAY-01

CERTIFICATE #: 979621752

REVISION #:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS			BN1222000050500	11/14/2022	11/14/2023	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000	
A	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☒ DIRECT BASIS ☒ PRIMARY ☐ EXCESS			BN1222000050500	11/14/2022	11/14/2023	☒ COMP / OTC ☐ SPECIFIED PERILS ☒ COLLISION LOC \$ 1,080,000 \$ \$ 1,080,000 \$	
	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 \$ \$	
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			BN1722000049100	11/14/2022	11/14/2023	☒ OCCUR ☐ CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N ☐	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange
 1000 City Center Cir.
 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

James M. Webster

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

2 Business name/disregarded entity name, if different from above
Teddy Morse's Daytona Harley-Davidson

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1637 North U.S. Highway 1

6 City, state, and ZIP code
Ormond Beach, FL 32174

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 2 - 0 3 6 3 8 8 5

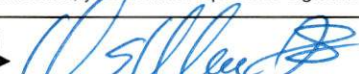
Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► 

Date ► **10/19/2022**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Rossmeyer Daytona Motorcycles, Inc. d/b/a Bruce Rossmeyer's Daytona Harley Davidson
Motorcycle Lease Agreement**

This **Rossmeyer Daytona Motorcycles, Inc. d/b/a Bruce Rossmeyer's Daytona Harley Davidson Motorcycle Lease Agreement** ("Agreement") is entered into on the day and year set forth hereinafter 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," "Department" or "Lessee") and **ROSSMEYER DAYTONA MOTORCYCLES, INC. d/b/a BRUCE ROSSMEYER'S DAYTONA HARLEY DAVIDSON** ("Dealer" or "Lessor"), a Florida corporation, whose principal address is 1637 N. US Highway 1, Ormond Beach, Florida 32174, collectively "the Parties." The Parties have agreed as follows:

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

2. **Provision of Services.** The Lessor hereby agrees to provide all equipment and all incidentals necessary to provide and perform the Total Base Bid for Police Motorcycle Lease, and as more specifically described in Invitation to Bid 19-29, Addendum No. 1, and Addendum No. 2 ("ITB 19-29") which are made a part hereof by reference. A complete copy of ITB 19-29, Addendum No. 1 and Addendum No. 2 is available in the Clerk's office of the City of Port Orange. Said detail for the motorcycle specifications and equipment are more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference ("Equipment"). In the event of conflict between this Agreement and terms and conditions set forth in ITB 19-29, the terms and conditions in ITB 19-29 shall control.

It shall be the responsibility and obligation of Lessor to provide to the Purchasing Division and the City's Fleet Manager a complete list of the motorcycles being provided prior to the delivery of new motorcycles and any subsequent exchange of Equipment. The list shall describe each motorcycle by year, make, model, and serial (VIN) number, actual odometer reading, and scheduled time/date of exchange delivery.

3. **Delivery and Acceptance.** The delivery of the Equipment to the City shall be in accordance with the specifications as set forth in ITB 19-29 ("Delivery"). Said Equipment shall be delivered to the City for inspection and acceptance no later than Five (5) days prior to commencement of the Term.

4. **Term.** The term of this Lease shall be seventy-two (72) months commencing on March 1, 2020. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease, then Lessee shall provide Lessor with written notice of its election.

5. **Payment.** In return for the delivery and acceptance of the goods and services identified herein, Lessee agrees to compensate Lessor at the prices set forth in **Exhibit "B"** upon proper presentation of an itemized invoice. 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. Lessor will invoice Lessee annually. Lessee's obligation to Lessor under this Agreement is limited to the amount not to exceed the budget

appropriation for each 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.

At the end of two years on or about March 1, 2022, Rossmeyer Daytona Motorcycles will come to the City of Port Orange, pick up Seven (7) 2020 FLHTP Electra Glide motorcycles, return to dealership in Daytona Beach, Florida and switch the police emergency equipment to Seven (7) 2022 FLHTP Electra Glide motorcycles and deliver said motorcycles to the City. At the end of four years on or about March 1, 2024, Rossmeyer Daytona Motorcycles will come to the City of Port Orange, pick up the 2022 model year motorcycles, return to dealership in Daytona Beach, Florida and switch the police emergency equipment to the 2024 FLHTP Electra Glide motorcycles and deliver said motorcycles to the City. Transfer of equipment and tag fees will be as set forth in Exhibit "B", upon proper presentation of an itemized invoice.

6. Miscellaneous Fees. Lessor agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the lease motorcycles. Lessor agrees to waive all charges with respect to freight and dealer prep of said motorcycles.

7. Maintenance, Repairs and Operating Expenses. Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles. Except as provided herein, Lessee agrees to service the vehicles at Bruce Rossmeyer's Daytona Harley-Davidson, 163 7 North US Highway 1, Ormond Beach, FL 3 217 4 according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Upon mutual agreement of the Parties, Lessee may perform minor maintenance at Lessee's facility so long as said maintenance and any required parts are in accordance with the "Recommended Maintenance Schedule and Parts" approved by Original Equipment Manufacturer Harley Davidson ("OEM").

8. Use and Subleasing. Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent.

9. Insurance. During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. The Lessor or Dealer will accept written certification that the Lessee is self-insured for general liability and auto liability under Section 768.28 of the Florida Statutes. Lessee will provide Lessor with evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

10. Notice of Accidents and Cooperation. Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

11. Limitation of Liability. Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

12. Return of the Vehicles. At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Lessor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth
- Service must be up to date as per factory recommendation
- Police decals must be removed by department if required

13. Examination of Records

(a) The Lessor 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 Lessor involving transactions related to this Agreement.

(b) The Lessor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Agreement, a provision to the effect that the sublessor 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 Lessor involved in transactions related to such subcontract, or this Agreement. 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 Agreement or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

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

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

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

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

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

LESSOR QUESTIONS RELATING TO LESSOR'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.

15. 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

Lessor: Rossmeyer Daytona Motorcycles, Inc. d/b/a Rossmeyer's Daytona Harley Davidson
Attention: Shelly Rossmeyer Pepe, Vice President
1637 N. US Highway 1
Ormond Beach, Florida 32174
(386) 671-7100 – Telephone

Any notice or other communication given under the Agreement 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.

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

17. 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 Lessor and the City until the City signs this Agreement.

18. 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 page intentionally left blank]

Witnesses:

BKuhn
Printed Name: Bailey Kuhn

Anne B m McAninch
Printed Name: Anne McAninch

ROSSMEYER DAYTONA MOTORCYCLES, INC.
d/b/a ROSSMEYER'S DAYTONA HARLEY DAVIDSON

By: Shelly Rossmeier Pepe
Shelly Rossmeier Pepe, Vice President

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

Date: 12/19/19

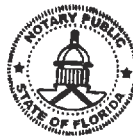
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of December, 2019, by Shelly Rossmeier Pepe, as Vice President of Rossmeier Daytona Motorcycles, Inc., a Florida corporation d/b/a Rossmeier's Daytona Harley Davidson, and who:

[Notary: Please select one]

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

Tammy J. Lucas
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



Tammy J. Lucas
Notary Public, State of Florida
My Comm. Expires July 24, 2021
Commission No. GG 115570

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelby Field
Printed Name: Shelby Field

CITY OF PORT ORANGE

By:

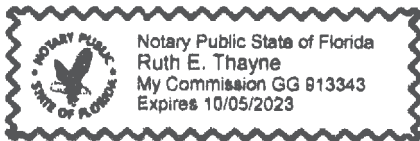
Donald O. Burnette
Donald O. Burnette, Mayor

Date:

Jan 7, 2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Jan, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Ruth E. Thayne

Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:

RUTH E. THAYNE

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelby Field
Printed Name: Shelby Field

Attest:

By:

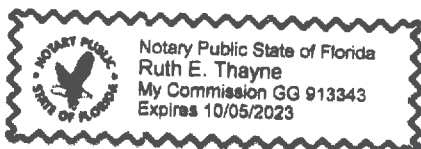
Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk



Jan 7, 2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Jan, 2020, 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.



Ruth E. Thayne

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

EXHIBIT "A"

Lease exchange program for Harley-Davidson Police Motorcycles. Lease will be for seven (7) Harley Davidson FLHTP Electra Glide motorcycles with the standard police package (items listed below) supplied and installed. Additional specialty lighting and equipment will be supplied by the City (listed below) and installed by the Lessor. The total lease term shall be six (6) years. Every two (2) years (Years 1, 3, and 5) during the lease term, in accordance with the payment schedule in Exhibit "B", the motorcycles will be turned in and Lessor will provide the newest model year Harley Davidson FLHTP Electra Glide motorcycles and all police equipment excluding radio and radar will be transferred to the new motorcycles as part of this Agreement. Lessor will be responsible for coordinating with Communications International to get the radio and radar transferred and calibrated at the expense of the Lessee. All motorcycles and equipment are subject to inspection and acceptance by the City. The following is a list of the specifications for the motorcycles to be delivered to the Lessee, with the initial year motorcycle to be provided as set forth below:

Supply seven (7) Harley-Davidson FLHTP Electra Glide Law Enforcement Motorcycles with Standard Police Package. Initial model year shall be 2020. All motorcycles and equipment shall be new and unused.

Standard Police Package (lighting and equipment) to be supplied and installed by the contractor on each motorcycle includes:

- One (1) Harley Davidson black box
- One (1) Adaptor plate
- One (1) Auxiliary battery
- Three (3) Red/Blue split LED lights
- Three (3) chrome flanges for lights
- One (1) Three outlet power supply mounted in black box
- Two (2) Small blue oval rear running lights
- One (1) Wiring kit
- One (1) Siren amplifier
- One (1) Siren speaker
- One (1) Microphone Two
- (2) Saddlebag rails
- One (1) Cooling fan kit with switch and harness for black box

Additional Specialty lighting and equipment supplied by the City and installed by the contractor on each motorcycle includes:

- Two (2) Whelen LINV2R red lights
- Two (2) Whelen LINV2B blue lights
- Two (2) Whelen RBKTHD8 Deg Fork Mount
- Six (6) Whelen TLIR Red ION T-Series Linear Surface mount lights
- Seven (7) Whelen TLIB Blue ION T-Series Linear Surface mount lights
- Thirteen (13) Whelen Chrome ION Flanges
- Two (2) Whelen T-ION Side Saddlebag Mounting Kit One
- (1) Whelen M2 Red wide angle LED warning light One
- (1) Whelen M2 Blue wide angle LED warning light Two
- (2) Whelen M2 Series chrome flanges
- One (1) Whelen M2 License plate bracket
- Two (2) Whelen T-ION rear saddlebag mounting kit
- Two (2) FDFP11JR Combination interleaved white driving lights Two
- (2) Whelen P32HD1 Anti-rotation rings
- One (1) Whelen ION-T Windshield Electra Glide 14-18 Array

EXHIBIT "B"

Police Motorcycle Lease													
Total Cost for Full Lease Term:													\$327,460.00
ITEM #	DESCRIPTION	Quantity	Unit	Contractor		UNIT PRICE / YEAR	EXTENDED AMOUNT	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 4	Total Cost Year 5	Total Cost Year 6
				Bruce Rossmeier Daytona									
A	GENERAL BASE BID												
1	2020 Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycles	7	EA			\$5,880.00	\$41,160.00	\$41,160.00	\$41,160.00	\$62,160.00	\$41,160.00	\$62,160.00	\$41,160.00
2	Initial installation of standard police package and City supplied equipment at the beginning of the term	7	EA			\$5,500.00	\$38,500.00						
3	Removal and replacement of police equipment and lighting to new motorcycles every two (2) years during the lease	7	EA			\$3,000.00	\$21,000.00			\$21,000.00		\$21,000.00	
4	Number of hours to complete removal & reinstall after receipt of current motorcycles for exchange from the City of Port Orange				HOURS:		48-72 hours						
5	Number of calendar days for delivery upon receipt of PO				DAYS:		60-90 days						
6	Will you accept payment with a P-Card?				YES/NO		NO						
TOTAL GENERAL BASE BID:								\$100,660.00					
Required Forms Submitted:				YES									
Bid Bond Submitted:				N/A									
Responsive & Responsible Bidder:				YES									

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9e) Approval of Contract with Advanced Roofing for Roof Repair & Replacement Services (RFSQ 22-14)

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the contract award to Advanced Roofing for Roof Repair & Replacement Services, authorize the City Manager to execute all renewals, and the Mayor and City Clerk to execute the master contracts.

SUMMARY: On January 4, 2023, the evaluation committee comprised of city employees from Parks & Recreation, Public Works and Finance evaluated and ranked roofing contractors for continued service to the city for major and minor roof repairs as well as replacement roofs. There was a total of 300 points available and Advanced Roofing scored 268 points, followed by R/J Group, Inc with 252 points. RJ group could not meet state statute requirements for E- Verify. Therefore, the committee agreed to recommend awarding a contract to Advanced Roofing for two years with 2- two-year renewals. Purchasing will serve as the contract manager for the contract. Upon adoption, the authority to renew this contract will rest with the City Manager.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Advanced Roofing, Inc. RFSQ 22-14 Roof Repair and Services Standard Contract for Services	Advanced Roofing, Inc. RFSQ 22-14 Roof Repair and Services Standard Contract for Services.pdf
2.	Advanced Roofing, Inc. ITB 22-14 Payment and Performance Bond	Advanced Roofing, Inc. ITB 22-14 Payment and Performance Bond.pdf
3.	Advanced Roofing, Inc. ITB 22-14 Task Authorization Form	Advanced Roofing, Inc. ITB 22-14 Task Authorization Form.pdf
4.	finalRFSQ 22-14 Roofing Repair and Replacement Services	finalRFSQ 22-14 Roofing Repair and Replacement Services.pdf
5.	RFSQ 22-14 Revised Evaluation Ranking Summary	RFSQ 22-14 Revised Evaluation Ranking Summary.pdf
6.	Advanced Roofing (1)	Advanced Roofing (1).pdf
7.	Advanced Roofing EVerify Registration	Advanced Roofing EVerify

	Registration.pdf
Susan Lovallo	Created/Initiated - 1/9/2023
Susan Lovallo	Approved - 1/9/2023
John McKinney	Approved - 1/17/2023
Matthew Jones	Approved - 2/23/2023
Wayne Clark	Approved - 3/2/2023
Robin Fenwick	Final Approval - 3/2/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, 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 **ADVANCED ROOFING, INC.** ("Contractor"), a Florida corporation whose principal address is 1950 North West 22nd Street, Fort Lauderdale, Florida 33311. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, and Contractor's submittal, 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 Requirements of RFSQ 22-14, attached hereto as Exhibit "1." A complete copy of RFSQ 22-14, and Contractor's submittal 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, and shall continue for a period of two (2) years (the "Term").

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

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 performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) in an amount of \$100,000.00 or more, shall require a Payment and Performance Bond. At the discretion of the City, Task Authorization(s) may require a Payment and Performance Bond for work under \$100,000.00, said Payment and Performance Bond shall be included as an Exhibit to the Task Authorization (s). 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 periodic written quotes and purchase orders issued hereunder, subject to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3," 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 Purchasing Manager, Jill Poolman ("Contract Manager"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph 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 may be required, and if so, shall be 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. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this 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.

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

26. Controlling Law. **THIS 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.**

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

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in

many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bidproposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, 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.

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

(iii) The Contractor 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 a 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 Contractor's legal duty to furnish information.

(iv) The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor 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. The Contractor 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.

(vi) 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 the 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 subcontractor or vendor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to 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, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, 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 of these contract clauses.

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

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor 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.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in paragraph (i) of this section, in the sum of \$27 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 (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City 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 any other Federal contract with the same prime contractor, or 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 paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section 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 paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 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 who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items 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.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

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

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

28. *Build America, Buy America.* If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act (“BABAA”), as part of the Infrastructure Investment and Jobs Act (“IIJA”) (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

29. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

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: Department Head associated with applicable Task Authorization
1000 City Center Circle
Port Orange, Florida 32129
Telephone: As provided on applicable Task Authorization

Contractor: Advanced Roofing, Inc.
 Attention: Jason Carruth, Vice President
 1950 North West 22nd Street
 Fort Lauderdale, Florida 33311
 (407) 322-1555 - Telephone
 jasonc@advancedroofing.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.

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:

ADVANCED ROOFING, INC.

Printed Name: _____

Printed Name: _____

By: _____
Jason Carruth, Vice 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: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT “1”

RFSQ 22-14 Section 3: Scope of Services and Requirements

Consisting of 4 Pages

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) 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 Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent 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.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Roofing Contractor. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.
2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.
3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.
6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.
7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.
8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.
9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.
10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to \$500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.
12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.
13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.
14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.
15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:

All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:

No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:

The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- i. The Contractor 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.
- ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items 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.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the contractor's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out-of-scope services shall be provided or compensated in the absence of prior, written authorization in the form of an executed amendment of contract and/or issuance and approval of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

EXHIBIT "2"

Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, 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 Contract Administrator may be contacted as follows:
Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Mobile: [REDACTED]
E-Mail: [REDACTED]
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide [REDACTED], and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within [REDACTED] days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion [REDACTED] days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$[REDACTED] for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

“2,” and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor’s expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. .

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____

By: _____

Jason Carruth, Vice 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: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

[CA 7981]

EXHIBIT "3"

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: Advanced Roofing, Inc.
Principal Business Address: 1950 North West 22nd Street
Fort Lauderdale, Florida 33311
Contact Person: Jason Carruth, Vice President
Phone Number: (407) 322-1555

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: \$ _____ **City Case/Project No.** RFSQ 22-14 Roof Repair and Replacements
Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

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, **ADVANCED ROOFING, INCC.** 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 Roof Repairs and Replacements, 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 _____, 202__.

Attest:

ADVANCED ROOFING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jason Carruth, Vice 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.

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: Advanced Roofing, Inc.
Principal Business Address: 1950 North West 22nd Street
Fort Lauderdale, Florida 33311
Contact Person: Jason Carruth, Vice President
Phone Number: (407) 322-1555

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: \$ _____ **City Case/Project No.** RFSQ 22-14 Roof Repair and Replacements
Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

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, **ADVANCED ROOFING, INCC.** 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 Roof Repairs and Replacements, 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 _____, 202__.

Attest:

ADVANCED ROOFING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jason Carruth, Vice 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.

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, 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 Contract Administrator may be contacted as follows:
Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Mobile: [REDACTED]
E-Mail: [REDACTED]
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide [REDACTED], and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within [REDACTED] days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion [REDACTED] days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$[REDACTED] for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

“2,” and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor’s expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. .

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____

By: _____

Jason Carruth, Vice 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: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

[CA 7981]

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

Roofing Repair and Replacement Services

RFSQ #22-14



City of Port Orange Purchasing Division

Prepared by: Jennifer Cox, Purchasing Agent

Release Date: November 17, 2022

Statement of Qualifications

Due Date & Time: December 15, 2022 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 Respondents

RFSQ #22-14

Roofing Repair and Replacement Services

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #22-14 Roofing Repair and Replacement Services. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M. on December 15, 2022 which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud December 15, 2022 at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Statement Conference for the project at 10:00 A.M. (local time) on November 23, 2022 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre- Statement Conference must sign in. The representative of each Responder shall be an authorized employee of the Respondent and shall sign in accordingly. Responders are urged to obtain Statement documents and familiarize themselves with the documents prior to the Pre-Statement Conference.

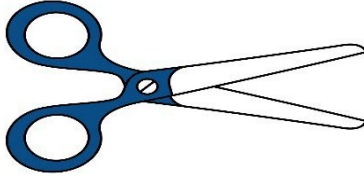
DESCRIPTION: The City of Port Orange is soliciting sealed statements of qualifications for roofing services under a continuing master contract.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements 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.

Copies of the RFSQ 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 Purchasing webpage at <https://www.port-orange.org/bids.aspx> and DemandsStar at www.demandstar.com. All questions shall be directed in **writing** to Jennifer Cox, Purchasing Agent at jcox@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFSQ #22-14 Roofing Repair and Replacement Services"** in the subject line. Last day for questions will be December 1, 2022 at 5:00 P.M.

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed statement envelope/package to identify it as a “Sealed Statement of Qualifications”. Be sure to include the name of the company submitting the statement where requested.

**SEALED STATEMENT OF QUALIFICATIONS - DO NOT OPEN**

SEALED STATEMENT NO. RFSQ# 22-14

STATEMENT TITLE: **Roofing Repair and Replacement Services**

DUE DATE AND TIME: December 15, 2022 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

ADDRESS:

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Jennifer Cox
1000 City Center Circle
Port Orange, FL 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to pre-qualify certified, experienced, licensed roofing contractors to perform roofing repair and replacement services for the City of Port Orange under a continuing master contract.

NOTE: The City may not accept statements from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Respondent'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 RFSQ to a single source.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, three (3) identical copies and one (1) digital (USB 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.

DESCRIPTION	DATE
Date of Distribution	November 17, 2022
Non-Mandatory Pre-Statement Conference	November 23, 2022 at 10:00 AM
Deadline for Questions	December 1, 2022 by 5:00 PM
Final Addendum Posting	December 8, 2022 by 5:00 PM
Statements Due	December 15, 2022 by 2:30 PM
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Statements must be delivered in a sealed envelope/package to:

**City of Port Orange City Clerk's Office
Attn: Jennifer Cox, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

Statements of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed, and Respondents shall clearly indicate on the outside of their statement the following:

- a) Request for Statement of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Respondent
- d) Address of Respondent

Due to the timing of mail service, the City cautions Respondents to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications 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. Statements received after the established deadline shall not be considered.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your statement 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, fax or email will not be accepted.

All Statements of Qualifications will be opened publicly, and the names of all Respondents shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS RFSQ

All questions shall reference "RFSQ 22-14 Roofing Repair and Replacement Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
jcox@port-orange.org and
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Statement due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: 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 RFSQ submittal.

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

CLARIFICATIONS

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

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

MINIMUM QUALIFICATIONS

Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent's license registered as "Active". (The responding firm's registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criteria shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Respondents 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 RFSQ. During the entire procurement process, all Respondents 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 Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS

Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL

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

CORRECTION OF STATEMENTS

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Respondents shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS

Statements shall NOT be withdrawn for a period of one-hundred-twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents 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 Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) 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 Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent 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.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Roofing Contractor. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.
2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.
3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.
6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.
7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.
8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.
9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.
10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to \$500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.
12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.
13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.
14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.
15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:

All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:

No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:

The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

During the performance of this contract, the Contractor agrees to the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor 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 its 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.
6. In the event of the Contractor's non-compliance with the non-discrimination 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 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 as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract 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 subcontractor or firm. The Contractor will take such action with respect to any sub-contract 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 contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
9. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
10. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

Clean Air Act and the Federal Water Pollution Control Act (for all contracts in excess of \$150,000):

Clean Air Act

- i. The Contractor 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.
- ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands that the City of Port Orange will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- i. The Contractor 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.
- ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items 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.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the contractor's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out-of-scope services shall be provided or compensated in the absence of prior, written authorization in the form of an executed amendment of contract and/or issuance and approval of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, 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/Proposer/Respondent** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent 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 offerors who submit Responses through a Request for Statements of Qualifications.
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 Respondents 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. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **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.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **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.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.

29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **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.
33. **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.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **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.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **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.
38. **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 response, depending on the type of competitive solicitation being issued.
39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
45. **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.
46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts to commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECISL 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. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at 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 Statement Due Date. Respondents 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.

2. ANTI-COLLUSION STATEMENT

By submitting this statement to a Formal Solicitation, the Respondent affirms that this statement is without previous understanding, agreement or connection with any person, business or corporation submitting a statement for the same materials, supplies or equipment, and that this statement is in all respects fair and without collusion or fraud. Additionally, Respondent agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this statement for the Respondent. In submitting a statement to the City of Port Orange, the Respondent offers and agrees that if the statement is accepted, the Respondent 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 Respondent.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Respondent 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.

4. ASSIGNMENT

The successful Respondent 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 Respondent from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, 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 statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, 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 statement 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 statement, 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 statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

Respondent(s) to whom an 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.

7. AWARDS

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, statement, or quote for purchase of services and goods by the City of Port Orange.

8. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. 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 which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. 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. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

9. CERTIFICATE OF INSURANCE

Upon notice of intent to award a contract resulting from this solicitation, the selected Respondent/s 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.

10. 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.

11. 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.

12. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall at the end of each day during the project, employ a rolling magnet over site area to remove any nails and other sharp metal material. Contractor shall make all repairs and restorations at his expense.

13. CONDUCT OF RESPONDENTS

All Respondents or individuals acting on behalf of a Respondent 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 Respondent. All Respondents or individuals acting on behalf of a Respondent 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 Respondent. 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.

14. 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 Respondents, 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 Respondent 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-Statement 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.

15. CONFLICT OF INSTRUCTIONS

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

16. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Respondents must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Respondents 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.

17. 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 Statements or to waive any and all non-substantial irregularity in Statements received, whenever such waiver or rejection is in the best interest of the City.

18. 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 Respondent. 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.

19. CONTRACT RENEWALS

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

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

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

22. COST INCURRED BY RESPONDENT

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

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents 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 statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent 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 Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

In the event of default by the Respondent the City reserves the right to procure the item(s) solicited from other sources and hold the Respondent 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 Respondent for a period of 36 months from the date of default.

25. DISCLOSURE OF CONFLICTS

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

26. E-VERIFY

Respondents 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 Respondent 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. Respondents shall complete Form 9.10 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

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

29. FAILURE TO RESPOND

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

30. FINANCIAL STABILITY

Respondents 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.

31. 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.

32. 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.

33. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements 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 Statements 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.

34. 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 Respondent/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.

35. HIPAA COMPLIANCE

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

36. INDEMNIFICATION/HOLD HARMLESS

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

37. INDEPENDENT CONTRACTOR

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

38. 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 Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

39. INSURANCE

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

40. INSURANCE CANCELLATION

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

41. 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.

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 Form.	<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 each 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 Bodily 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 required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined							
☒	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								
☐	Unless otherwise required by law, City Manager waives insurance for FOB goods.								

42. 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 Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

43. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements 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 Respondent.

44. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Each Respondent agrees that Statements 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 Respondent.

45. 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 Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement 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 Respondent shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Respondent shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

46. LICENSES, PERMITS AND TAXES

The Respondent 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 Respondent 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.

47. LITERATURE (if applicable)

If no brand, model or make is specified, Respondents 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/she proposes to furnish.

48. 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.

49. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent 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.

50. 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.

51. 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.

52. 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.

53. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

54. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. 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 unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

55. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

56. STATEMENT RETURNS

Respondents shall return all completed Statements 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 Respondents unopened.

57. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement 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 Respondent to submit in order to prequalify 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. Respondent must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

58. 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 Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

59. 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 the City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written 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/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.

60. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Respondent 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 Respondent list.

61. 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 on 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.

62. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify 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 Respondents will not be able to procure a copy of their competitor's proposals 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 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 Respondent, or where a Respondent answers questions. In other words, neither Respondents, 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 Respondents, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, 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.

64. RECORDS/AUDIT

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

65. REQUEST FOR ADDITIONAL INFORMATION

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

66. REVIEW OF STATEMENTS SUBMISSIONS

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

67. RIGHT OF NEGOTIATION RFP

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

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Statement due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

71. 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.

72. 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.

73. SIGNATURE REQUIRED

All Statements 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 STATEMENTS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

74. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, 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 Respondent, 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 Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

75. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, e-mail or other electronic delivery. Statements submitted by mail shall be addressed to: Jennifer Cox, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or an 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. Statements (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF 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 project name, statement number, name and address of the Respondent.

76. 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 Respondent 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 Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/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 statement 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.

77. STATEMENT RETURNS

Respondents shall return all completed Statements 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 Respondents unopened.

78. SUBCONTRACTING

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

79. 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.

80. TERMINATION

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

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Respondent notice thirty (30) days prior to the date of cancellation of the contract. The Respondent shall be required to give the City written notice sixty (60) 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.

82. USE OF SOLICITATION FORMS

The Respondent 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 Statement. If additional space for a statement 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 statement 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 Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement 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 Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

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

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

It is the intent of the City to recommend an award for the services outlined in this RFSQ to up to three (3) responsive and responsible commercial roofing contractors.

CONTRACT TERM

The term of the contract shall be for an initial two (2) years, with two (2) two year renewal options.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and

accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms for roofing services at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

CONTRACTOR SELECTION & METHODOLOGY

The City has various types of roofs as indicated in Section 3 of this RFSQ. The City recognizes that not all roofing contractors submitting to this RFSQ have the ability and manufacturers' certifications to work on all roof types. However, if an awarded roofing contractor receives manufacturers' certifications that were not initially held at the time of this solicitation, the contractor should forward a copy of the new certification to the City for its records. When a roof repair or replacement is needed, it is the City's intent to award project work to the awarded contractor who submits the lowest responsive and responsible quote in response to a Request for Quote that outlines the scope of work and project timeline. If a full roof replacement is needed, the City will determine if the same roofing system will be installed or a different system used.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal by completing Form 9.7 Statement of Respondent's Qualifications.
2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". Respondents must be Certified Roofing Contractors and shall hold a minimum of a CCC license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statute, Chapter 489. This license must be valid at the time of submission of respondent's Statement of Qualifications. A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the contractor must notify the City of Port Orange.
3. The respondent's license holder and project manager must have at least three (3) years of experience in the construction of commercial size or similar projects where the contract amount was \$25,000 or more. The respondent must be experienced in all types of roof applications to include, but not limited to build-ups, modified, single ply and metal.
4. The respondent must provide references from at least three (3) clients similar to the City of Port Orange. References provided must respond within the timeframe given by City representative. If references cannot be reached or are otherwise non-responsive to City's request, points for this criterion may be adversely affected.
5. The awarded contractor/s must be reachable by phone 24 hours a day, 7 days a week and respond to emergency repairs within 24 hours of the initial call. The initial call from City personnel must be returned by the contractor within two (2) hours.

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.

CERTIFICATIONS, LICENSES AND PERMITS

The Respondent shall include with their submittal (Tab C) all applicable local and state licenses, permits and fees.

PAYMENT & PERFORMANCE BONDS

The work to be performed under this RFSQ and subsequent agreement between the awarded contractors and the City of Port Orange and will be done throughout the City and will vary in size and cost. Based on the value of specific projects, the City may require the awarded contractor to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of project value to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. 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. The Respondent must be able to obtain both payment and performance bonds from a surety company

licensed in Florida and shall submit proof of their aggregate bonding capacity with their bid submittal package (Tab A) in the form of a current (not older than 3 months) letter from Respondent's bonding agent. For projects that require payment and performance bonds, this requirement will be noted on the Request for Quote from the City.

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "*Section 8 – Evaluation of Statements of Qualifications*."

In conjunction with other material and information requested in the RFSQ, all respondents responding to this solicitation shall provide one (1) original, three (3) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. **The digital version must be an identical copy of the fully signed original submission.** All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS

FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your statement of qualifications. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Form 9.10 E-VERIFY Affidavit
- Form 9.11 Debarment, Suspension, and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Form 9.13 No Submittal Response Form
- Current aggregate bonding capacity letter from Respondent's bonding agent

TAB B - COMPANY HISTORY AND QUALIFICATIONS (45 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on roofing projects for the City.
- Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.

- This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of roofing projects for the City.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Include a list, table or graphic along with a short narrative explanation depicting services, disciplines or practice areas in which the firm has exceptional expertise.
- Respondent should include evidence of their ability to meet time and budget requirements. Present experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and applicable codes.
- Provide a list of three (3) projects respondent's firm completed in the last five (5) years (using p.2 of Form 9.8 Professional References for Previous Experience), applicable to the Scope of Services contained in this RFSQ. Title and a brief description of each project shall include:
 1. Client (contact person, address, telephone number, e-mail address)
 2. Year project completed
 3. Nature of work involved in the project (repair or replacement; type of roof)
 4. Total value of the project
- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings or better solutions.
- Explain in concept how your firm delivers projects on time and within budget.
- Explain your firm's approach to projects, detailing areas that you feel provide the greatest benefit to your clients.
- Provide a description of the respondent's familiarity and experience related to grants for Florida Department of Environmental Protection (FDEP), FEMA, State and Federal Programs.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSES, CERTIFICATIONS HELD AND EXPERIENCE OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (25 Evaluation Points)

- Submit an organizational chart, staff qualifications, copies of licenses and certifications, including all roofing manufacturers' certifications;
- Provide resumes of proposed key personnel (name, company address, phone number, e-mail address) who will be assigned to projects for the City.
- Respondent shall submit a list of all proposed sub-contractors and detail the working relationship between respondent and sub-contractor.
- Respondent shall submit evidence that their firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of services as outlined in this RFSQ. Provide a list of owned equipment to include type and capacity of equipment.

TAB D - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (20 Evaluation Points)

- All Respondents shall submit a financial statement, 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. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.

NOTE: Respondent has a continuing duty to inform the City of any new claims filed against the Respondent

TAB E – REFERENCES (10 Evaluation Points)

- Using p. 1 of Form 9.8 Professional References for Previous Experience, provide a minimum of three (3) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE) within the last five (5) years for the services described in Scope of Services of this RFSQ.
- All reference contact information MUST be verified as current by the respondent prior to submittal. **If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.**
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Firm do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Firm manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Firm?

The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process.

References will be scored as follows (total 10 points): 1 point for each reference provided on Form 9.8 (up to three (3) points); Two (2) points for each verified reference, (if all three (3) references are verified then an extra point is applied for a total of ten (10) points).

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA

Firms submitting the required criteria will have their Statements of Qualifications evaluated and scored for quality of statement, qualification and experience, engagement approach and financial stability. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted bases on 100% of total value. Category Scores listed below are the maximum number of point to be awarded per each evaluator.

Evaluation Criteria for Written Statements of Qualifications

Category Score

TAB B - Company History and Qualifications:

(Max 45 points)

- 1) Company History – Size, Location(s) and Primary area of Professional Focus.....(15 points)
- 2) Qualifications – Demonstration of firm's ability, capability and skill.....(30 points)

TAB C - Qualifications, Professional Licenses, Certifications of the Firm's Key Personnel:

(Max 25 points)

Qualifications, accomplishments and years of experience of firm's key personnel presented by resumes, education and training certifications.

TAB D – Financial Stability/Litigation and Debarment History:

(Max 20 points)

- 1) Sufficiency of the Financial Resources and Ability of the firm to Perform the Contract or Provide the Services.....(10 points)

- 10 points – current ratio is strong
- 6-9 points – current ratio is moderate
- 3-5 points – current ratio is a slight risk
- 0-2 points – current ratio is risky

2) Litigation and Debarment History.....(10 points)

- 10 points – No Litigation nor Debarment history in last 5 years
- 6-9 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
- 3-5 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active Litigation and/or Debarment history actions
- 0-2 points – Current active Litigation and/or Debarment action in current year

TAB E – References

(Max 10 points)

References will be scored as follows (total 10 points): 1 point for each reference provided on Form 9.8 (up to three (3) points); two (2) points for each verified reference, (if all three (3) references are verified then an extra point is applied for a total of ten (10) points).

Total Maximum Points (100 points)

EVALUATION PROCEDURE

The Evaluation Committee will be comprised of City staff who will evaluate, and rank statements based on a total score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions must only be addressed to the Purchasing Division and any attempts to lobby or persuade through any other channels may result in disqualification.

It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services.
2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
3. Whether the respondent can perform the contract with current resources.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
5. Proof of professional licensure provided.
6. The quality of performance of previous contracts.
7. Responsiveness of client references.
8. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations **will not be open** to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and respondents will be notified via www.demandstar.com and the City's webpage, <https://www.port-orange.org/bids.aspx>, at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for ORAL PRESENTATIONS CATEGORY SCORE

<i>(1) Understanding of Scope of Services.....</i>	<i>(30 points)</i>
<i>(2) Approach to ensuring cost-effective solutions and delivery of exceptional service.....</i>	<i>(50 points)</i>
<i>(3) Demonstration of successful projects of a similar nature to the City of Port Orange.....</i>	<i>(20 points)</i>
Total Maximum Points	(100 points)

Following the presentations from the short-listed firms, the City’s Purchasing Agent will provide a Notice of Intent to Award. The Notice of Intent to Award will be posted on www.demandstar.com and <https://www.port-orange.org/bids.aspx>. The City project manager will create an agenda item recommending award to the City Council. City Council’s decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

- ☐ Form 9.2 – Respondents Acknowledgement
- ☐ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☐ Form 9.4 – Drug Free Preference Statement
- ☐ Form 9.5 – Public Entity Crimes Statement
- ☐ Form 9.6 – Anti-Collusion Form
- ☐ Form 9.7 – Statement of Qualifications
- ☐ Form 9.8 – Professional References for Previous Experience
- ☐ Form 9.9 – Authorized Signatures/Negotiators
- ☐ Form 9.10 – E-Verify Affidavit
- ☐ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ☐ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- ☐ Exhibit “A” – Description of Confidential Material
- ☐ Form 9.13 – No Submittal Request Form
- ☐ Current Bonding Capacity Letter (as outlined in Section 6)
- ☐ Respondent’s List of Manufacturers’ Certifications
- ☐ All required licenses
- ☐ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

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

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

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' 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 the 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 RFSQ.

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 statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT 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

Printed Name and Title

Telephone Number

Federal Identification No.

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 _____, 2022, by _____ and who:

☐ I personally know 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 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ I personally know 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 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement 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 statements will be followed if none of the tied respondents 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 a 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 the request, 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 the 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 an 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

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know 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 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other 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 Respondent 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 and 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 Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know 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 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENTS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS 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 AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N.: _____

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

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'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 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Respondent: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- 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: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers:
USE SEPARATE SHEET & ATTACH TO SUBMITTAL
- N. Credit currently available: \$ _____
- O. Give bank name, contact name and phone number: _____
- 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

The undersigned hereby authorizes and requests any person, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

	_____ Name of Business
STATE OF: _____	_____ Authorized Signature
COUNTY OF: _____	_____ Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know 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 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent 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/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/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 Respondent 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 completed in the last five (5) years must be listed below. The City reserves the right to check references and confirm information provided herein.

1. Client Name: _____

Contact Name: _____

Phone: _____

Year Project Completed: _____

Nature of Work: _____

Total Value of Project: _____

2. Client Name: _____

Contact Name: _____

Phone: _____

Year Project Completed: _____

Nature of Work: _____

Total Value of Project: _____

3. Client Name: _____

Contact Name: _____

Phone: _____

Year Project Completed: _____

Nature of Work: _____

Total Value of Project: _____

This document must be completed and returned with your Submittal

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature

Print Name of Authorized Signature



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

Project Name: Roofing Repair and Replacement Services

Solicitation Number: 22-14

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 _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this statement be convicted for had a civil judgement 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 statement 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 statement/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 Statement.

Organization Name

22-14

Request for Statement of Qualifications Number

Name and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FROM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 22-14

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the “City”), and the above-named Respondent (hereinafter the “Respondent”). The City and the Respondent are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of “Confidential Material”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.13 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

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

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no statement”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, 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: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, 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.

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: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

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.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

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 _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide [REDACTED], and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall substantially complete the services to be provided herein within [REDACTED] days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion [REDACTED] days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$ [REDACTED] for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. [REDACTED].

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

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.

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

[CA 7981]

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: City Manager

Phone Number: (386) 506-5501

Amount: \$_____

City Case/Project No. RFSQ 22-14 Roof Repair and Replacements

Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

RFSQ 22-14 Roof Repair and Replacements

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 Roof Repairs and Replacements, 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 _____, 2022.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, 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 Requirements, Addenda of RFSQ 22-14, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 22-14 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, and shall continue for a period of two (2) years (the "Term").

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

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 performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." 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 the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3," 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 Parks and Recreation Director, Susan Lovallo, 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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

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]

Witnesses:

Printed Name: _____

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.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____



End of Solicitation Documents



Revised Evaluation Ranking Summary

Date: 01/31/23

RFSQ #22-14 Roofing Repair and Replacement Services

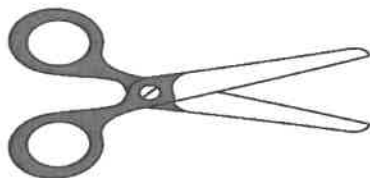
Firm Name	Total Score (Maximum 300)
Advanced Roofing, Inc.	269
R/J Group, Inc.	252

Comments

On January 4, 2023 a Statement of Qualifications Evaluation Committee scored statements from the 2 firms listed above. The committee agreed by consensus to recommend for award the following firm: **Advanced Roofing, Inc.**

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on February 3, 2023 at 12:00 p.m. E.S.T.

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



SEALED STATEMENT OF QUALIFICATIONS - DO NOT OPEN

SEALED STATEMENT NO. RFSQ# 22-14

STATEMENT TITLE: **Roofing Repair and Replacement Services**

DUE DATE AND TIME: December 15, 2022 at 2:30 P.M.

SUBMITTED BY: Advanced Roofing, Inc.
(Name of Company)

ADDRESS: 200 Northstar Court

Sanford, FL 32771

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Jennifer Cox
1000 City Center Circle
Port Orange, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

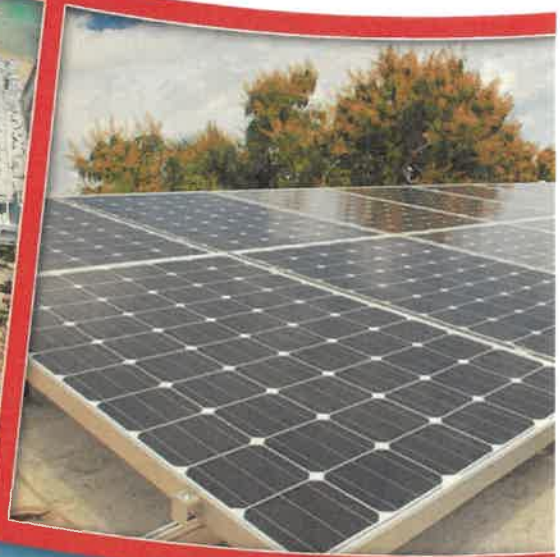
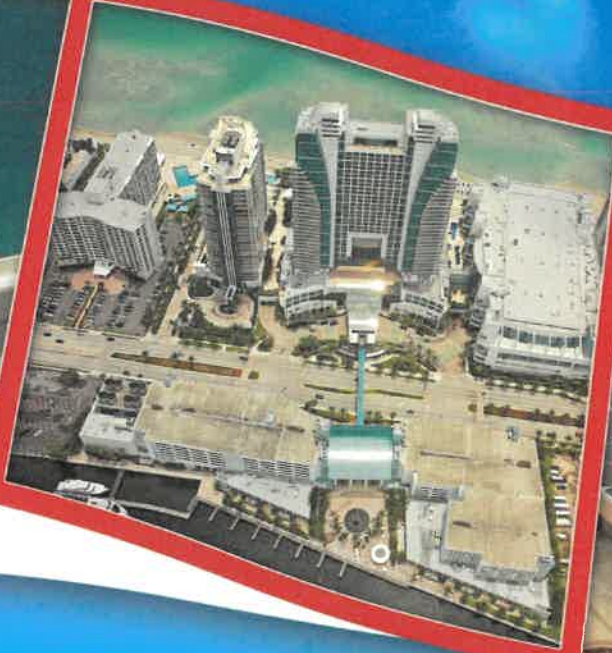
EXPERIENCE MATTERS.

ADVANCED



ROOFING^{INC.}

ESTABLISHED 1983



Proposal Package

City of Port Orange Roofing Repair and Replacement Services RFSQ-22-14

Established in 1983, Advanced Roofing is a full-service commercial roofing company that specializes in re-roofing, HVAC, renewable energy, and preventative maintenance. Our **"Commitment to Quality"** ensures your customer experience by providing the best value roof solution with premium materials and excellent craftsmanship. Advanced Roofing has been named one of the **top ten roofing contractors** in the United States. Licensed and insured, Advanced Roofing's dedication to safety, professionalism, and quality work is signified through the **satisfaction of thousands of customers.**

Advanced Roofing has your solutions all under one roof.



CC-C024413

ESTABLISHED 1983

Tab A Required Documents

www.advancedroofing.com

Central Florida Office

866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Respondents Acknowledgement
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Public Entity Crimes Statement
- ☒ Form 9.6 – Anti-Collusion Form
- ☒ Form 9.7 – Statement of Qualifications
- ☒ Form 9.8 – Professional References for Previous Experience
- ☒ Form 9.9 – Authorized Signatures/Negotiators
- ☒ Form 9.10 – E-Verify Affidavit
- ☒ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- ☒ Exhibit “A” – Description of Confidential Material
- ☒ Form 9.13 – No Submittal Request Form
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Respondent’s List of Manufacturers’ Certifications
- ☒ All required licenses
- ☒ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format

BY: Advanced Roofing, Inc.
Name of Business



Authorized Signature

12-15-2022
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

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

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

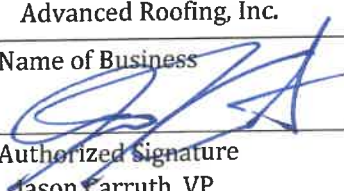
I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July 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 the 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 RFSQ.

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 statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

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

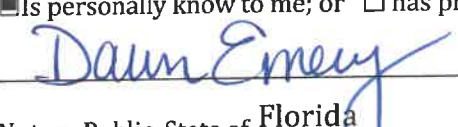
Advanced Roofing, Inc.
Name of Business

Authorized Signature
Jason Carruth, VP
Printed Name and Title
59-2360591
Federal Identification No.

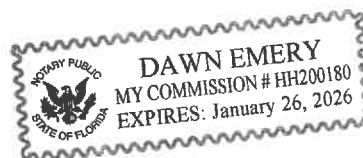
200 Northstar Court
Mailing Address
Sanford, FL 32771
City, State & Zip Code
407-322-1555
Telephone Number
jasonc@advancedroofing.com
E-mail Address

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December, 2022, by Jason Carruth and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.


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



This document must be completed and returned with your submittal
RFSQ #22-14 ROOF REPAIR AND REPLACEMENT SERVICES

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

Addendum# N/A 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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

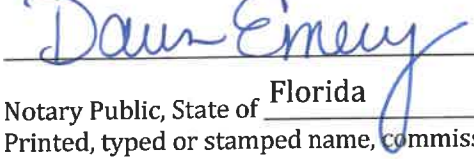
Advanced Roofing, Inc.
Name of Business

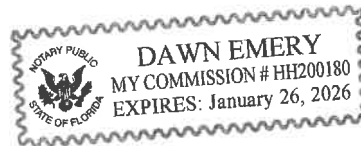
Authorized Signature
Jason Carruth, VP
Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
12 day of December, 2022, by Jason Carruth and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.


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



This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement 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 statements will be followed if none of the tied respondents 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 a 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 the request, 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 the 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 an 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.

Advanced Roofing, Inc.

Name of Business



Authorized Signature

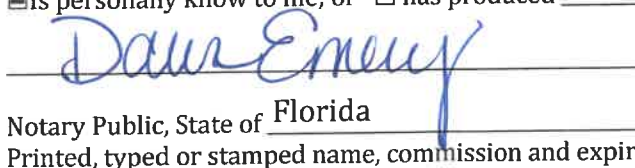
Jason Carruth, VP

Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

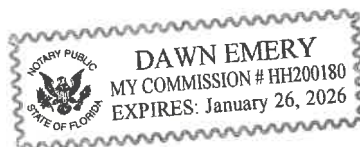
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December, 2022, by Jason Carruth and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

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

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

1. The business address of Advanced Roofing, Inc (name of Respondent or business) is 200 Northstar Court, Sanford, FL 32771.
2. My relationship to Advanced Roofing, Inc. (name of Offeror or business) is Vice President (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 and 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 Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**~~

STATE OF: Florida
COUNTY OF: Seminole

Advanced Roofing, Inc.

Name of Business

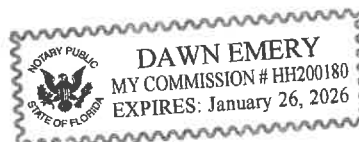
Jason Carruth, VP

Authorized Signature
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December, 2022, by _____ and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 9.6 - ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENTS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Advanced Roofing, Inc.

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

PRINTED SIGNATURE: Jason Carruth

TITLE: Vice President

ADDRESS: 200 Northstar Court

CITY, STATE AND ZIP CODE: Sanford, FL 32771

TELEPHONE: 407-322-1555 FAX: 407-322-0010

COMPLETION TIME: _____

F.E.I.N.: 59-2360591

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

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'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 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Respondent: Advanced Roofing, Inc.
- B. Permanent main office address: 1950 NW 22nd Street, Ft. Lauderdale, FL 33311
- C. Date organized: 1983
- D. If a corporation, where incorporated: Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 39
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Roofing
- 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: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Yes
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 9,000,000
- O. Give bank name, contact name and phone number: Synovus; Elaine McKie; 954-252-2049
- 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

The undersigned hereby authorizes and requests any person, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

STATE OF: Florida
COUNTY OF: Seminole

Advanced Roofing, Inc.

Name of Business

[Signature]

Authorized Signature

Jason Carruth, Vice President

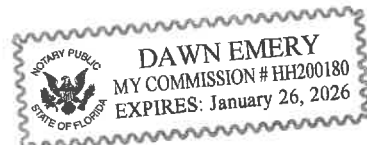
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2022, by Jason Carruth and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Dawn Emery

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



This document must be completed and returned with your Submittal



Construction Projects In Progress

Project	Project Location	Contact/Owner Phone, Fax, Email	Design Architect and/or Design Engineer	Contract Amount	Prime or Sub - Inprogress or Awarded and Not Started	Percentage Complete	Work Scope
Opal Towers East Condominium	Hillsboro Beach, FL	Opal Towers East Condominium 1149 Hillsboro Mile, Hillsboro Beach, FL 33062 Shannon Duhon 561-734-3818 sduhon@drroofconsulting.com	Duhon's Roof Consulting, LLC	\$1,379,415.00	Prime / In Progress	40%	Roofing
Balmoral Condominium	Bal Harbour, FL	Balmoral Condominium Association 9801 Collins Avenue, Bal Harbour, FL 33154 Boris Zak, Vice President projectmanager@balmoralcondo.com	Pistorino & Alam	\$1,680,159.00	Prime / In Progress	90%	Roofing
Towers of Key Biscayne	Key Biscayne, FL	Towers of Key Biscayne Condominium Association 1121 Crandon Blvd. Key Biscayne, FL 33149 Paul Martinez 305-661-9918 x 1201 pam1@pmmce.com	PMM Consulting Engineers	\$2,832,833.00	Prime / In Progress	50%	Roofing
List Industries, Inc. Sections A, B, C, E, & F	Deerfield Beach, FL	List Industries 401 Jim Moran Blvd., Deerfield Beach, FL 33442 Stacy Harris 561-569-0955	RMS Bldg. Envelope Consultants	\$956,238.00	Prime / Awarded and not yet started	0%	Roofing
Publix Deerfield Beach Ph III & IV Dairy Warehouse	Deerfield Beach, FL	Publix Supermarkets, Inc. 3300 Publix Corporate Parkway, Lakeland, FL 33811 Armand Cotnior 863-688-1188 x 55948 armand.cotnior@publix.com	N/A	\$799,924.00	Prime / In Progress	90%	Roofing
Broward College - Miramar West Center	Miramar, FL	Broward College Procurement Services, 6400 NW 6 Way, Fort Lauderdale, FL 33309 Aaron McGibbon 954-201-7460 x 7460 amcgibbon@broward.edu	N/A	\$600,299.00	Prime / Awarded and not yet started	0%	Roofing
Vista Royale Phase IV	Vero Beach, FL	Vista Royale Association, Inc. 400 Woodland Dr., Vero Beach, FL 32962 Gail Logan gail@vistaroyale.net	KWA Engineers	\$2,063,724.00	Sub / Awarded not yet started	0%	Roofing
FPL PGA Office Center RB1	Palm Beach Gardens, FL	The Weitz Company, 1400 Centrepark Blvd., Suite 700, West Palm Beach, FL 33401 Joe Caprara 772-260-1911 gary.hennings@weitz.com	Perkins & Will	\$1,448,107.00	Prime / In Progress	85%	Roofing
Publix Boynton Beach Distribution Center Expansion	Boynton Beach, FL	Batson-Cook Construction 8860 Phillips Highway, Jacksonville, FL 32256 Don Farris 813-690-4369 dfarris@batson-cook.com	Kajima Associates, Inc.	\$4,605,360.00	Sub / Awarded and not yet started	0%	Roofing
Publix 214 - Palm Lakes Plaza - Tenant Spaces Only	Margate, FL	Publix Super Markets, Inc. 100 NE 183 Street, Miami, FL 33179 Nelson Traina 305-652-2411 x 71618 nelson.traina@publix.com	N/A	\$1,791,727.00	Prime / Awarded and not yet started	0%	Roofing
Publix Deerfield Beach Warehouse, Phase 4B & 5	Deerfield Beach, FL	Publix Supermarkets, Inc. 5500 Park Ridge Blvd. Boynton Beach, FL 33426 Chris Yates 305-481-1823 chris.yates@publix.com	N/A	\$1,171,680.00	Prime / Awarded and not yet started	0%	Roofing
Sysco - Entire Facility - Medley	Medley, FL	Rodgers Architects, LLC 14565 Harewood Court, Jacksonville, FL 32258 Darryl Rodgers 904-519-8018 darryl@rodgersarchitects.com	Rodgers Architects, LLC	\$3,199,979.00	Prime / In Progress	95%	Roofing
Lincoln Properties - Medley Warehouse - Bldg. 8	Medley, FL	Lincoln Property Company - Doral 8333 NW 53 Street, Suite 450, Doral, FL 33166 Jessenia Bovell 954-900-6055 jbovell@lpc.com	N/A	\$1,041,989.00	Prime / Awarded and not yet started	0%	Roofing
Countyline Corporate Bldg. 19	Hialeah, FL	Rycon Construction, Inc. 15471 SW 12 Street, Suite 205, Sunrise, FL 33326 Mark Chafin 954-851-9494 mchafin@ryconinc.com	Ware Malcomb	\$1,045,703.00	Sub / Awarded not yet started	0%	Roofing
Countyline Corporate Bldg. 20	Hialeah, FL	Rycon Construction, Inc. 15471 SW 12 Street, Suite 205, Sunrise, FL 33326 Mark Chafin 954-851-9494 mchafin@ryconinc.com	Ware Malcomb	\$1,045,703.00	Sub / Awarded not yet started	0%	Roofing
Brickell Key II Condominium	Miami, FL	540 Brickell Key Drive, Miami, FL 33129 Dayana Rosquete Toledo 305-381-7777 x 2 mponcedeleon@kwpmc.com	Desimone Consulting Engineers	\$1,251,955.00	Prime/Awarded and not yet started	0%	Roofing
JM Family 100 Bldg.	Deerfield Beach, FL	JM Family Enterprises, Inc. 701 Jim Moran Blvd. Deerfield Beach, FL 33442 Danny Flynn 954-429-2104	N/A	\$663,770.00	Prime / Awarded and not yet started	0%	Roofing
7301 - A West Palmetto Park	Boca Raton, FL	RS&M 875 Pasadena Ave. South, Suite A, South Pasadena, FL 33707 Brian Greene 727-323-6983 x 107	RS&M	\$359,120.00	Prime / In Progress	90%	Roofing
Tranonon Condominium	West Palm Beach, FL	Tranonon Condo 1200 S. Flagler Drive, West Palm Beach, FL 33401 Allison Waldman 561-832-5666 awaldman@tranononcondo.com	A.T. Designs	\$508,827.00	Prime / Awarded and not yet started	0%	Roofing
Pratt & Whitney Manufacturing Bldg Phase VIII	Jupiter, FL	Pratt & Whitney 17900 Beeline Hwy, Jupiter, FL 33478, David Antinore 561-796-3952 David.Antinore@pw.utc.com	EDF Inc	\$2,385,306.00	Prime / Awarded and not yet started	0%	Roofing
Concourse Club - North Garages - Bldg. 2-7	Miami, FL	Link Construction Group, LLC 5350 NW 77 Court, Doral, FL 33166 Abraham Jassir 305-665-9826 ajassir@linkconstructiongroup.net	RLC Architects	\$650,951.00	Sub / In Progress	80%	Roofing
South Pointe Tower 1 Condominium	Miami Beach, FL	South Pointe Towers 400 South Pointe Drive, Miami Beach, FL 33139 Samantha Golden 305-538-7521	The Falcon Group	\$622,040.00	Prime / In Progress	40%	Roofing
Link - SE2 - Lot #1	Miami, FL	Southern Roof Consultants 875 Pasadena Ave South, Suite A, South Pasadena, FL 33707 Brian Greene 727-323-6983 x107 Bgreene@rsm-consultants.com	Southern Roof Consultants	\$990,999.00	Prime / In Progress	5%	Roofing



Construction Projects In Progress

Project	Project Location	Contact/Owner Phone, Fax, Email	Design Architect and/or Design Engineer	Contract Amount	Prime or Sub - Inprogress or Awarded and Not Started	Percentage Complete	Work Scope
Link - SE2 - Lot #2	Miami, FL	Southern Roof Consultants 875 Pasadena Ave South, Suite A, South Pasadena, FL 33707 Brian Greene 727-323-6983 x107 Bgreene@rsm-consultants.com	Southern Roof Consultants	\$549,660.00	Prime / In Progress	5%	Roofing
Link - SE2 - Lot #3	Dania Beach, FL	Southern Roof Consultants 875 Pasadena Ave South, Suite A, South Pasadena, FL 33707 Brian Greene 727-323-6983 x107 Bgreene@rsm-consultants.com	Southern Roof Consultants	\$618,309.00	Prime / Awarded and not yet started	0%	Roofing
Link - SE2 - Lot 6	West Palm Beach, FL	Southern Roof Consultants 875 Pasadena Ave South, Suite A, South Pasadena, FL 33707 Brian Greene 727-323-6983 x107 Bgreene@rsm-consultants.com	Southern Roof Consultants	\$410,207.00	Prime / Awarded and not yet started	0%	Roofing
Lakes at Boca Rio	Boca Raton, FL	The Village at Boca Rio Homeowner's Association, Inc. 8170 Boca Rio Drive, Boca Raton, FL 33433 Lee Willocks HOA@lakes@bocario.com	Turnkey Roof Consulting	\$2,438,000.00	Prime / Awarded and not yet started	0%	Roofing
St. Andrews Residence	West Palm Beach, FL	ETC Companies LLC 7700 Congress Ave., Suite 3112, Boca Raton, FL 33487, Diogo Cadima 201-759-1369 dcadima@etcbuild.com	N/A	\$374,863.00	Prime / Awarded and not yet started	0%	Roofing
St. James Residence	West Palm Beach, FL	ETC Companies LLC 7700 Congress Ave., Suite 3112, Boca Raton, FL 33487, Diogo Cadima 201-759-1369 dcadima@etcbuild.com	N/A	\$293,759.00	Prime / In Progress	90%	Roofing
Biloxi VAMC - Bldgs. 31, T-104 & T-105	Biloxi, MS	Yerkes South 4799 Hinote Rd., Crestview, FL 32539, Christine Yerkes 850-377-5177 cyerkes@yerkessouth.com	N/A	\$2,048,968.00	Sub / Awarded not yet started	0%	Roofing
Ransom Everglades STEM Bldgs.	Coconut Grove, FL	Shawmut Design & Construction 5615 Lago Del Sol Drive, Lake Worth, FL 33449 David Overmyer 857-268-6466 dovermyer@shawmut.com	Danny Stokes Roof Consultant	\$624,306.00	Sub / Awarded and not yet started	0%	Roofing
Noven Pharmaceuticals - West Bldg.	Miami, FL	Noven Pharmaceuticals, Inc. 11960 SW 144 Street, Miami, FL 33186 Juan Fernandez 305-964-3369 jfernandez@noven.com	N/A	\$695,414.00	Prime / Awarded and not yet started	0%	Roofing
Winston Towers 100	Sunny Isles Beach, FL	Winston Towers 100 Association Inc. 250 174th Street Office 104, Sunny Isles Beach, FL 33160 Norm Peselev 305-932-0850 x 10 wt100@atlanticbb.net	Solo Consulting	\$992,803.00	Prime / Awarded and not yet started	0%	Roofing
Nicklaus Childrens Hospital Miami Lakes	Miami Lakes, FL	The Garland Company, Inc. 854 NW Spruce Ridge Drive, Stuart, FL 34994 Robert Moses 305-807-2140 rmoses@garlandind.com	The Garland Co.	\$469,406.00	Prime / Awarded and not yet started	0%	Roofing
Manatee Condominium	Miami Beach, FL	Manatee Condominium 9273 Collins Ave, Surfside, FL 33154, Brian Lotkin 301-221-8546 lotkin.manatee@gmail.com	Roof Advisors, Inc.	\$604,765.00	Prime / In Progress	10%	Roofing
Mar Azul Condominium	Miami, FL	Mar Azul Condominium Association 600 Grape Tree Dr. Key Biscayne, FL 33149 c/o DSS Condo - Andreina Borges 786-539-9907 andreina@dsscondo.com	The Falcon Group	\$2,172,892.00	Prime / Awarded and not yet started	0%	Roofing
Legacy Park Ph 3	Port St. Lucie, FL	ARCO/Murray National 1001 Hawkins Street, Suite 101, Nashville, TN 37203 Anna Sinervo 615-727-2212 asinervo@arcomurray.com	N/A	\$893,100.00	Sub / Awarded not yet started	0%	Roofing
Legacy Park Ph 1 - Speculative (C587) Warehouse	Port St. Lucie, FL	ARCO/Murray National 1001 Hawkins Street, Suite 101, Nashville, TN 37203 Anna Sinervo 615-727-2212 asinervo@arcomurray.com	N/A	\$1,558,736.00	Sub / Awarded not yet started	0%	Roofing
SBBC - Harbordale Elementary School	Hallandale Beach, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Tamara Peacock Company	\$858,306.00	Prime / Awarded and not yet started	0%	Roofing
SBBC - Chapel Trail Elementary School	Pembroke Pines, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	GLE Associates	\$3,457,306.00	Sub / In Progress	95%	Roofing and HVAC
SBBC - Lakeside Elementary School	Pembroke Pines, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Rodriguez Architects	\$3,339,306.00	Sub / In Progress	95%	Roofing
SBBC - Deerfield Park Elementary School	Deerfield Beach, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Rodriguez Architects	\$2,867,250.00	Prime / In Progress	95%	Roofing and HVAC
SBBC - Floranada Elementary School	Fort Lauderdale, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Nyarko Architectural Group, Inc.	\$2,390,306.00	Prime / In Progress	95%	Roofing
SBBC - Hawkes Bluff Elementary School	Davie, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Sol-Arch	\$5,490,306.00	Prime / Inprogress	99%	Roofing
SBBC - Northeast High School Renovations	Oakland Park, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	ACAI Associates	\$5,599,305.00	Sub / In Progress	75%	Roofing
SBBC - Virginia Shuman Young Elementary	Fort Lauderdale, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Nyarko Architectural Group, Inc.	\$1,622,979.00	Prime / In Progress	95%	Roofing



Construction Projects In Progress

Project	Project Location	Contact/Owner Phone, Fax, Email	Design Architect and/or Design Engineer	Contract Amount	Prime or Sub - Inprogress or Awarded and Not Started	Percentage Complete	Work Scope
SBBC - Gulfstream Academy	Hallandale Beach, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Tamara Peacock Company	\$1,740,306.00	Prime / In Progress	99%	Roofing and HVAC
SBBC - Dillard Elementary	Fort Lauderdale, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Song & Associates	\$1,759,507.00	Prime / In Progress	60%	Roofing
SBBC - Lakeforest Elementary	Pembroke Pines, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Nyarko Architectural Group, Inc.	\$2,450,306.00	Prime / Inprogress	99%	Roofing
SBBC - Atlantic West Elementary Bldgs. 1, 3 & 6	Margate, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Florida-Caribbean Architecture	\$3,875,306.00	Prime / Awarded and not yet started	0%	Roofing
SBBC - Deerfield Beach Middle School	Deerfield Beach, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	DLFC Architects	\$3,997,580.00	Prime / Awarded and not yet started	0%	Roofing
SBBC - Nova Middle School Bldgs. 3,4,7,8 & 9	Davie, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Wolfberg Alvarez	\$3,993,306.00	Prime / Awarded and not yet started	0%	Roofing
SBBC - Seminole Middle School Bldg. 1	Plantation, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Jorge A. Gutierrez Architect, LLC	\$3,657,785.00	Prime / Awarded and not yet started	0%	Roofing
SBBC - McArthur High School Bldgs. 12,13,16,17,18,21,24, 25 & 26	Hollywood, FL	The School Board of Broward County 7720 Oakland Park Blvd, Suite 323, Sunrise, FL 33351 Luis Perez 754-321-0515 luis.perez@browardschools.com	Rodriguez Architects	\$2,185,306.00	Prime / Awarded and not yet started	0%	Roofing
SDPBC - Lighthouse Elementary School	Jupiter, FL	School District of Palm Beach County 3300 Summit Blvd. Suite A-323, West Palm Beach, FL 33406 Barbara Myers 561-882-1934 Barbara.j.myers@palmbeachschools.org	N/A	\$2,188,803.00	Prime / Awarded and not yet started	0%	Roofing



CC-C024413

ESTABLISHED 1983

MAJOR PROJECTS

Job Name: **SEASIDE AT ANASTASIA - BUILDINGS A&B AND CLUBHOUSE**
Location: 205 Atlantis Cir. St. Augustine, FL 32080
Type of Roofing: SSM & Mod Bit
Roof Squares: 300

Owner: Seaside at Anastasia Condo Association

Year Completed: 2020

Job Name: **ISLAND SUITES**
Location: 1898 E. Buena Vista Dr. Orlando, FL 32830
Type of Roofing: Modified Bitumen
Roof Squares: 310

Owner: GV Buena Vista Palace Owner, LLC C/o GEM Reality Capital

Year Completed: 2020

Job Name: **HILTON BUENA VISTA PALACE TOWERS A&B**
Location: 1900 East Buena Vista Dr. Orlando, FL 32830
Type of Roofing: Modified Bitumen
Roof Squares: 227

Owner: GV Buena Vista Palace Owner

Year Completed: 2019

Job Name: **VALENCIA COLLEGE BLD 5**
Location: 1800 S. Kirkman Rd. Orlando, FL 32811
Type of Roofing: Mod Bit
Roof Squares: 253

Owner: Valencia Community College

Year Completed: 2019

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Central Florida Office

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CC-C024413

ESTABLISHED 1983

Job Name: **SIEMENS ENERGY HEADQUARTERS**
Location: 440 Alafaya Tr. Orlando, FL 32826
Type of Roofing: Modified
Roof Squares: 954

Owner: Siemens Real Estate, a Division of Siemens Corporation

Year Completed: 2019

Job Name: **PENINSULA CONDOMINIUM**
Location: 2545 South Atlantic Ave. Daytona Beach Shores, FL 32118
Type of Roofing: Modified Bitumen
Roof Squares: 220

Owner: Peninsula Condominium Association Inc.

Year Completed: 2019

Job Name: **BUENA VISTA PALACE HILTON TOWERS C, D & PORTE COCHER**
Location: 1900 E. Buena Vista Dr. Lake Buena Vista, FL 32830
Type of Roofing: Re-Roof
Roof Squares: 210

Owner: GV Buena Vista Palace Owner, LLC

Year Completed: 2019

Job Name: **KSC PAYLOAD SUPPORT BUILDING**
Location: Kennedy Space Center
Type of Roofing: Mod Bitumen
Roof Squares: 945

Owner: JFK Space Center NASA

Year Completed: 2020

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Job Name: **WINN DIXIE HEADQUARTERS - JACKSONVILLE**
Location: 5050 Edgewood Ct. Jacksonville, FL 32254
Type of Roofing: BUR/MOD Bit/Re-roof
Roof Squares: 372

Owner: Roof Resources, Inc.

Year Completed: 2018

Job Name: **HOLMES REGINAL MEDICAL CENTER**
Location: 1350 Hickory St. Melbourne FL 32901
Type of Roofing: Tremco/Re-roof
Roof Squares: 144

Owner: Holmes Regional Medical Center, Inc.

Year Completed: 2018

Job Name: **CONQUISTADOR CONDOMINIUMS**
Location: 4100 Ocean Beach Blvd. Cocoa Beach, FL 32931
Type of Roofing: Soprema Modified/Re-roof
Roof Squares: 264

Owner: Conquistador Condominiums

Year Completed: 2019

Job Name: **CCAFS RIS WAREHOUSE REROOF**
Location: Located on Loop Road, Cape Canaveral Air Force Station
Type of Roofing: Modified Re-roof
Roof Squares: 260

Owner: United Launch Alliance, LLC

Year Completed: 2018

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ESTABLISHED 1983

Job Name:	NASA KENNEDY SPACE CENTER OSB1
Location:	Kennedy Space Center, FL 32899
Type of Roofing:	Modified Re-roof
Roof Squares:	500
Owner:	Frazier Engineering, Inc.
Year Completed:	2017

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EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
7	EQUIPMENT-TRAILER FLAT BED	1980 TRAILER - FLATBED
12	EQUIPMENT-KETTLE	1988 KETTLE -- BLACKWELL 385GAL-88
16	EQUIPMENT-DUMP TRAILER	1978 DORSEY GRAVEL TRAILER 23 YD
20	EQUIPMENT-DUMP TRAILER	1974 FRUEHAUFF GRAVEL TRAILER
32	EQUIPMENT-TRAILER FLAT BED	1960 MILLER TRAILER
39	EQUIPMENT-DUMP TRAILER	1968 Trailer, Dump 20yd
67	VEHICLE-BOOM TRUCK	1995 CRANE -- INTERNATIONAL
72	EQUIPMENT-DUMP TRAILER	1988 TRAILER 50 YD. DUMP BODY
98	EQUIPMENT-DUMP TRAILER	1977 TRAILER -- 26' PENN DUMP 32YD
107	EQUIPMENT-FORKLIFT	1983 TOYOTA FORKLIFT MODEL 40FG15
111	VEHICLE-TRUCK FLAT BED	1993 CREW CAB -- LG INT'L
116	EQUIPMENT-KETTLE	1994 KETTLE 1000 GALLON
117	EQUIPMENT-TRAILER MINI FLAT BED	2000 TRAILER, 18 FT. UTILITY
127	EQUIPMENT-CRANE	1980 CRANE -- 65 TON GROVE TMS865
145	VEHICLE-SEMI TRACTOR	1990 TRACTOR - MACK CH613
153	VEHICLE-TRUCK CREW CAB FLAT BED	1999 CHEVY C3500 CREW CAB
162	VEHICLE-BOOM TRUCK	2000 STERLING LT7500 CRANE
167	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
168	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
170	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
171	EQUIPMENT-TRAILER BOX	1997 TRAILER, HAUL BLUE
172	VEHICLE-BOOM TRUCK	2001 STERLING LT8500 BOOM-- 23TON
187	EQUIPMENT-TRAILER PRESSURE WASH	2000 TRAILER, REVIVE ALL CLEANING SYSTE
192	EQUIPMENT-KETTLE	1992 KETTLE
205	EQUIPMENT-BOBCAT	2002 BOBCAT 743 - G
207	EQUIPMENT-TRAILER BOX	2002 Haulmark 7X14
208	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
209	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
211	EQUIPMENT-GOLF CART	2000 PLATFORM GOLF CART
214	VEHICLE-TRUCK PICK UP	2003 CHEVY 2500 HD PICK-UP SINGLE CAB
218	VEHICLE-TRUCK CREW CAB FLAT BED	2003 FORD F350 DRW CREW CAB
220	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
222	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
223	VEHICLE-TRUCK UTILITY BODY	2003 CHEVY 2500 UTILITY BODY
224	VEHICLE-VAN	2003 CHEVY 3500 EXT. CARGO VAN
225	VEHICLE-VAN	2003 CHEVY 3500 EXT. CARGO VAN
227	VEHICLE-TRUCK PICK UP	2004 CHEVY 2500 HD EC P/U
229	EQUIPMENT-VAC UNIT	2003 VECLOADOR 624 VACUUM
231	VEHICLE-TRUCK UTILITY BODY	2004 FORD F350 UTILITY BODY
233	EQUIPMENT-FORKLIFT	2004 TOYOTA FORKLIFT MODEL 7FGCU25FSV
234	VEHICLE-SEMI TRACTOR	2004 TRACTOR - PETERBILT 385
235	VEHICLE-TRUCK UTILITY BODY	2004 CHEVY 3500 UTILITY BODY
239	VEHICLE-TRUCK CREW CAB FLAT BED	2004 FORD F350 CREW CAB
243	VEHICLE-BOOM TRUCK	2004 STERLING 23 TON TRUCK CRANE
245	VEHICLE-TRUCK PICK UP	2004 CHEVY 2500 SILVERADO P/U EXT CAB
246	EQUIPMENT-KETTLE	2003 KETTLE 300G, GARLOCK ARI#00294
247	VEHICLE-TRUCK CREW CAB FLAT BED	2004 FORD F350 CREW CAB
248	VEHICLE-TRUCK BOX	2004 GMC W3500 BOX TRUCK
249	VEHICLE-TRUCK BOX	2004 GMC W3500 BOX VAN
253	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 SILVERADO EXT CAB
254	VEHICLE-TRUCK PICK UP	2005 CHEVY 1500 SIVERADO EXT CAB
255	VEHICLE-TRUCK PICK UP CREW CAB MINI	2005 CHEVY COLORADO CREW CAB
259	VEHICLE-TRUCK BOX	2005 GMC W3500 BOX TRUCK
260	VEHICLE-TRUCK PICK UP CREW CAB MINI	2005 CHEVY COLORADO CREW CAB
263	VEHICLE-VAN	2005 CHEVY 3500 VAN
264	VEHICLE-TRUCK CREW CAB FLAT BED	2005 FORD F350 CREW CAB
265	VEHICLE-TRUCK CREW CAB FLAT BED	2005 FORD F350 CREW CAB
268	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
269	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO
270	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO
271	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 EXT CAB ORLANDO
272	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 EXT CAB ORLANDO
274	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB ORLANDO
275	EQUIPMENT-FORKLIFT LULL	2005 JCB FORKLIFT MODEL 506C HL 6K
277	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
278	EQUIPMENT-GOLF CART	2002 YAMAHA GOLF CART AIRPORT
280	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
281	EQUIPMENT-FORKLIFT LULL	2006 JLG LULL FORKLIFT 10K 1044C-54 Series II
282	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO EXT. CAB
283	VEHICLE-BOOM TRUCK	2006 STERLING LT7501 TRUCK (12/22/05)
284	VEHICLE-BOOM TRUCK	2006 STERLING LT7501 TRUCK (12/22/05)
285	VEHICLE-ROLLOFF	2006 Model CV713 MACK ROLLOFF
287	VEHICLE-TRUCK PICK UP	2006 GMC SIERRA 2500 HD E/C
288	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
289	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
290	EQUIPMENT-CRANE	2006 CRANE LINKBELT 75TON
294	EQUIPMENT-TRAILER MINI FLAT BED	2001 TRAILER, FLAT BED
295	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
296	VEHICLE-TRUCK UTILITY BODY	2006 CHEVY 2500 UTILITY BODY
297	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
299	VEHICLE-TRUCK FLAT BED	2006 FORD F550 FLAT BED
300	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
302	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX TRUCK
304	VEHICLE-TRUCK BOX	2005 GMC W3500 BOX TRUCK
305	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
306	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
310	VEHICLE-VAN	2006 CHEVY 3500 EXPRESS VAN
311	VEHICLE-SUV	2007 GMC YUKON DENALI
315	EQUIPMENT-DUMP TRAILER	1980 TRAILER, 50 YD ALUM.DUMP
316	EQUIPMENT-TRAILER BOX	2005 HAULMARK WHITE TANDEM TRAILER
318	VEHICLE-TRUCK CREW CAB PICK UP	2007 CHEVY SILVERADO CLASSIC 2500 C/C
319	VEHICLE-TRUCK UTILITY BODY	2006 CHEVY, SILVERADO UTILITY BODY
323	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX TRUCK
325	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX VAN
327	EQUIPMENT-TRAILER PANEL	2000 PANEL MECHANICS - TRAILER
328	EQUIPMENT-TRAILER PANEL	1999 PANEL MECHANICS - TRAILER
329	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
330	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
331	EQUIPMENT-LIFT SCISSOR	JLG SCISSOR LIFT 4394RT
332	EQUIPMENT-LIFT SCISSOR	JLG SCISSOR LIFT 4394RT
333	EQUIPMENT-MANLIFT	JLG MANLIFT 450AJ
335	EQUIPMENT-LIFT SCISSOR	JLG 2630 ES
336	EQUIPMENT-TRAILER MINI FLAT BED	2005 LAWR 25 FT TRAILER
337	VEHICLE-DUMP TRUCK	2003 FORD F550 4 YARD MASON DUMP
338	EQUIPMENT-ATV	GATOR 6X4 ATV
339	EQUIPMENT-TRAILER LOWBOY	1998 LOW BOY TRAILER
340	VEHICLE-TRUCK BOX	2006 IZUZU NPR BOX TRUCK
341	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX TRUCK
342	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
344	VEHICLE-TRUCK CREW CAB PICK UP	2007 CHEVY SILVERADO CLASSIC 2500 C/C
345	VEHICLE-TRUCK PICK UP	2007 CHEVY SILVERADO 1500 P/U
346	VEHICLE-TRUCK PICK UP	2007 CHEVY SILVERADO 1500 P/U
347	VEHICLE-TRUCK BOX	2006 IZUZU NPR BOX TRUCK
350	EQUIPMENT-TRAILER MINI FLAT BED	2003 MINI-FLATBED TRAILER
352	EQUIPMENT-SHEET METAL	Engel HB-800p-18
353	EQUIPMENT-GENERATOR	2006 TOWABLE GENERATOR

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
354	EQUIPMENT-SHEET METAL	2005 BENDER MACHINE
356	EQUIPMENT-GENERATOR	MAGNUM MMG125 GENERATOR-TG35
361	EQUIPMENT-LIGHT TOWER	1999 LIGHT TOWER MODEL R57008
362	EQUIPMENT-LIGHT TOWER	1999 LIGHT TOWER MODEL R57008
363	EQUIPMENT-SHEET METAL	HOT MELT TRCHNOLOGIES IN-SEAM SEALANT
365	EQUIPMENT-GENERATOR	Onan 100 Kw - 100 0DYC-15R/18851J
366	VEHICLE-CAR	2008 LEXUS LS600H
368	EQUIPMENT-LIGHT TOWER	2000 TEREX LIGHT TOWER
369	EQUIPMENT-LIGHT TOWER	2000 TEREX LIGHT TOWER
372	VEHICLE-DUMP TRUCK	2001 INTERNATIONAL
377	EQUIPMENT-TRAILER BOX	2009 Forest River / GAVHW58SA
380	EQUIPMENT-TRAILER SOLAR	2010 OnTheRoad trailer, ZeroBase H Series 3000w
383	EQUIPMENT-LEISTER ROBOT	2010 VARIMAT V2 LEISTER TRIAC "S" W/TOOL BOX
384	EQUIPMENT-TRAILER BOX	2007 American Hauler Model AF8570JA2
386	VEHICLE-TRUCK PICK UP	2012 CHEVROLET SILVERADO 1500
387	EQUIPMENT-RHINOBOND	2012 Rhinobond machine
389	VEHICLE-TRUCK PICK UP	2012 Chevy Silverado 1500 lt
390	VEHICLE-TRUCK PICK UP	2012 Chevy Silverado 1500 lt
394	VEHICLE-TRUCK BOX	2013 IZUZU NPR BOX TRUCK
395	VEHICLE-TRUCK PICK UP	2013 CHEVROLET SILVERADO 1500
396	VEHICLE-TRUCK PICK UP	2013 CHEVROLET SILVERADO 1500
397	EQUIPMENT-TRAILER MINI FLAT BED	2013 Better Built Trailer
399	EQUIPMENT-LEISTER ROBOT	Varimat V2 Robot
401	VEHICLE-TRUCK BOX	2013 IZUZU NPR BOX TRUCK
402	VEHICLE-SUV	2014 Lexus Gx460 SUV
403	EQUIPMENT-FORKLIFT	Kalmar Model P50BXPS
405	VEHICLE-CAR	2015 Tesla Model S 85kwh
406	VEHICLE-TRUCK BOX	2015 IZUZU NPR BOX TRUCK
407	VEHICLE-TRUCK BOX	2015 IZUZU NPR BOX TRUCK
408	EQUIPMENT-WELDER	BLW-400SSW2
409	EQUIPMENT-CHARRIOT	2015 Mustang Hydraulic Workhouse Garlock
410	EQUIPMENT-SPRAY RIG	
411	EQUIPMENT-FOAM CORE TOOL	
412	VEHICLE-TRUCK FLAT BED	2000 F-650
417	VEHICLE-TRUCK CREW CAB FLAT BED	2007 F-450 WCrew
418	VEHICLE-TRUCK PICK UP MINI	2007 Ranger
420	VEHICLE-VAN	2008 E250 Van
423	VEHICLE-VAN	2013 E250 Van
425	VEHICLE-VAN	2014 E250 Van
426	VEHICLE-VAN	2008 E250 Van
428	VEHICLE-TRUCK PICK UP	2011 F-150
430	EQUIPMENT-FORKLIFT	Yale 5000lb Forklift
431	EQUIPMENT-SHEET METAL	HuDan Model QC12Y-12X3200 10' Hydraulic Sheer
432	EQUIPMENT-SHEET METAL	Roto Die Hydraulic Bender Model 15, 10' Mechanical Brake
435	EQUIPMENT-TRAILER FLAT BED	2015 Northstar Sportstar I
436	VEHICLE-TRUCK PICK UP	2000 Ford F250
437	EQUIPMENT-LEISTER ROBOT	
439	EQUIPMENT-CHARRIOT	2015 Garlock R800 Charriot
440	EQUIPMENT-CHARRIOT	2015
441	VEHICLE-TRUCK PICK UP	2015 Silverado 1500
442	VEHICLE-SUV	2015 Audi SUV Q7
443	EQUIPMENT-SHEET METAL	Plazma Machine
444	EQUIPMENT-SPRAY RIG	2015 Model PA-25
445	EQUIPMENT-ATV GATOR	2015 John Deere Gator HPX
446	EQUIPMENT-FORKLIFT LULL	Terex 56' 1056-0022
447	VEHICLE-TRUCK PICK UP	2016 Silverado 1500 crew cab
448	VEHICLE-CAR	2015 Chevy Equinox
449	EQUIPMENT-ROOF WARRIOR	2015 Garlock

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
450	EQUIPMENT-PACE CART2	2015 Pace Cart 2
451	EQUIPMENT-PACE CART2	2015 Pace Cart 2
452	EQUIPMENT-TRAILER FLAT BED	2013 Triple Crown Trailer
453	EQUIPMENT-FORKLIFT LULL	2006 Terex 1056-0027 56' 10k lull
454	EQUIPMENT-ATV	2016 Polaris Ranger 570 Model #R16RCA57A1
455	EQUIPMENT-ATV	2016 Polaris Ranger 570 Model #R16RCA57A1
456	EQUIPMENT-ATV	2016 Polaris Ranger 900 Model #R16RVA87A1
457	EQUIPMENT-TRAILER MINI FLAT BED	2015 North Star Utility trailer
458	EQUIPMENT-TRAILER MINI FLAT BED	2016 North Star Utility trailer
459	EQUIPMENT-TRAILER FLAT BED	2016 Better Built 7ton
460	EQUIPMENT-TRAILER BOX	2016 Lark United box trailer
461	EQUIPMENT-FORKLIFT LULL	2012 TEREX 19'
462	EQUIPMENT-TRAILER BOX	2016 Pace JT85X20TE3 8.5'X20'
463	VEHICLE-TRUCK CREW CAB FLAT BED	2015 Chevy Silverado 3500 Crew cab
464	EQUIPMENT-ROOF WARRIOR	2016 Garlock Roof Warrior
465	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
466	EQUIPMENT-FORKLIFT LULL	644
467	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
468	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
469	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
470	VEHICLE-SUV	2016 Chevy Tahoe LTZ
471	VEHICLE-BOOM TRUCK	2017 Peterbilt Model 348
472	VEHICLE-TRUCK PICK UP	2015 Chevy Silverado LT 4 door
473	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
474	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
475	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
476	EQUIPMENT-BOBCAT	2014 T750 Bobcat Track Loader
477	EQUIPMENT-MINI EXCAVATOR	2014 T4 E42 Bobcat Compact Excavator
478	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
479	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
480	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
481	VEHICLE-TRUCK PICK UP	2016 Chevy Silverado LT Z71 4X4
483	VEHICLE-TRUCK BOX	2005 Freightliner DCX Sprinter
485	VEHICLE-TRUCK CREW CAB FLAT BED	2001 Ford F450
486	VEHICLE-TRUCK CREW CAB FLAT BED	2002 Ford F450
490	VEHICLE-TRUCK CREW CAB FLAT BED	2006 Ford F450
491	VEHICLE-ROLLOFF	2004 Sterling LT7501
492	VEHICLE-BOOM TRUCK	2004 Sterling
493	VEHICLE-TRUCK PICK UP MINI	2002 Ford Ranger
496	EQUIPMENT-TRAILER DUMP	2003 High Lift Trailer
497	EQUIPMENT-TRAILER DUMP	2003 High Lift Trailer
501	VEHICLE-TRUCK CREW CAB FLAT BED	2000 Ford F450
503	VEHICLE-DUMP TRUCK	2007
504	VEHICLE-TRUCK BOX	2005 DCX Sprinter
510	VEHICLE-VAN FREIGHTLINER	2006 Freightliner
512	EQUIPMENT-SHEET METAL	1998 Zimmerman trailer with model CRP-2000 roof panel machine
514	EQUIPMENT-FORKLIFT	2006 Linde H25T
516	EQUIPMENT-BOBCAT	Bobcat 463
517	VEHICLE-TRUCK PICK UP CREW CAB MINI	2016 Chevrolet Colorado
518	VEHICLE-SUV	2016 Tesla Model X 75D
519	VEHICLE-VAN TRANSIT	2016 Transit T2500 Ford
521	VEHICLE-TRUCK PICK UP CREW CAB MINI	2016 Chevy Colorado crew cab long bed
522	VEHICLE-SUV	2003 Ford Excursion
523	VEHICLE-TRUCK PICK UP	2017 Ford F250
524	EQUIPMENT-PACE CART3	2016 OMG PACE CART 3
525	EQUIPMENT-PACE CART3	2016 OMG PACE CART 3
526	EQUIPMENT-PACE CART2	2016 OMG PACE CART 2
527	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
528	VEHICLE-TRUCK PICK UP	2017 Chevy Silverado 1500
529	EQUIPMENT-SHEET METAL	2016 Tennsmith Model LM1014F 10'X14-gauge
530	EQUIPMENT-SHEET METAL	2012 Schechtl Meal Break MAX310/CNC
531	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
533	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford
534	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford
536	EQUIPMENT-FORKLIFT	Toyota 8FGCU15
537	EQUIPMENT-FORKLIFT	Toyota 8FGCU15
538	EQUIPMENT-PACE CART3	PACE CART 3
539	EQUIPMENT-PACE CART3	PACE CART 3
540	EQUIPMENT-PACE CART3	PACE CART 3
541	EQUIPMENT-PACE CART3	PACE CART 3
542	EQUIPMENT-RHINOBOND	RBT005
543	EQUIPMENT-RHINOBOND	RBT005
544	EQUIPMENT-RHINOBOND	RBT005
545	EQUIPMENT-RHINOBOND	RBT005
546	EQUIPMENT-LEISTER ROBOT	Verimat 2
547	EQUIPMENT-LEISTER ROBOT	Verimat 2
548	EQUIPMENT-SHEET METAL	ROLLFORMER
549	VEHICLE-TRUCK UTILITY BODY	2010 CHEVY 2500
551	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado crew cab long bed
552	VEHICLE-TRUCK CREW CAB FLAT BED	2017
553	VEHICLE-TRUCK UTILITY BODY	2017 Chevy Silverado 2500
554	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
555	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
556	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
557	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
558	VEHICLE-TRUCK UTILITY BODY	2016 Chevy 1500
559	VEHICLE-BOOM TRUCK	2007 International 5000,
560	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
561	VEHICLE-TRUCK CREW CAB PICK UP	2017 Chevy 2500HD Silverado Crew cab
562	EQUIPMENT-RHINOBOND	2017 OMG Rhinobond machine
563	EQUIPMENT-FORKLIFT LULL	2008 Genie GTH 1056, 1056-31
564	EQUIPMENT-CHARRIOT	2017 R-800
565	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
566	EQUIPMENT-CHARRIOT	2017 R-800
567	VEHICLE-TRUCK UTILITY BODY	2017 F450
568	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
569	EQUIPMENT-FORKLIFT LULL	Terex 1056-0060
570	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
571	VEHICLE-TRUCK BOX	2017 IZUZU NPR BOX TRUCK
572	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
573	EQUIPMENT-TRAVEL TRAILER	2006 Coachman travel trailer
574	EQUIPMENT-TRAVEL TRAILER	2009 Cyclone travel trailer
575	EQUIPMENT-TRAVEL TRAILER	2017 Jay Co travel trailer
576	VEHICLE-TRUCK PICK UP	2015 Chevy K2500 Silverado
577	VEHICLE-TRUCK PICK UP	2017 Chevy 1500 Silverado
578	VEHICLE-TRUCK CREW CAB FLAT BED	2018 Chevy 3500 crew cab stake bed
579	VEHICLE-TRUCK CREW CAB FLAT BED	2018 Chevy 3500 crew cab stake bed
580	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado
581	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado
582	VEHICLE-VAN TRANSIT	2017 Ford Transit T250
583	VEHICLE-VAN TRANSIT	2017 Ford Transit T250
584	VEHICLE-TRUCK CREW CAB FLAT BED	2017 F350 with flat bed deck on back
586	EQUIPMENT-TRAILER DUMP GOOSENECK	2006 Anderson gooseneck dump trailer 30 yard
588	EQUIPMENT-TRAVEL TRAILER	2004 CoachMan gooseneck travel trailer
589	EQUIPMENT-GANTRY LIFT	Gantry lift made by R&R
590	EQUIPMENT-TRAILER GOOSENECK	2014 35' Gooseneck flat bed

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
591	EQUIPMENT-PACE CART3	2017 PACE CART 3
592	EQUIPMENT-TRAILER DUMP	2018 Big Tex 14LX-14BK-P4, 83"X14' w/4' sides
593	EQUIPMENT-TRAILER DUMP	2017 Big Tex 14LX-14BK-P4, 83"X14' w/4' sides
595	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018
596	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018
597	EQUIPMENT-GOLF CART	2016
598	EQUIPMENT-SHEET METAL	10M10 Shear
599	EQUIPMENT-PACE CART3	2018 PACE CART 3
600	EQUIPMENT-PACE CART3	2018 PACE CART 3
601	VEHICLE-TRUCK PICK UP	2017 1500 Silverado LT
602	EQUIPMENT-KETTLE HOT MELTER	
603	EQUIPMENT-PACE CART3	2018 PACE CART 3
604	EQUIPMENT-PACE CART3	2018 PACE CART 3
605	EQUIPMENT-SPRAYER	HYDRA M 4000, 13hp
606	VEHICLE-VAN TRANSIT	2018 T-25 Ford Transit van
607	VEHICLE-VAN TRANSIT	2018 T-25 Ford Transit van
608	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
609	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
610	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
611	VEHICLE-CAR	2017 Chevy Bolt EV 5d Hatchback EV LT (2LT) (1FB48)
612	EQUIPMENT-FORKLIFT LULL	2013 JLG 1055
613	EQUIPMENT-FORKLIFT LULL	2013 JLG 1055
614	EQUIPMENT-FORKLIFT	2014 Toyota 8FGCU25 5,000lb
615	EQUIPMENT-FORKLIFT	2007 Toyota 7FDU45 10,000lb
616	VEHICLE-VAN TRANSIT	2018 Transit Connect
617	VEHICLE-VAN TRANSIT	2018 T15 Ford Transit Van
618	EQUIPMENT-THREADER	Pipe threader with stand
619	VEHICLE-CAR	2018 Toyota Prius 2
620	EQUIPMENT-VAC UNIT	2018 Vector 721 vac unit
622	EQUIPMENT-KETTLE HOT MELTER	
623	EQUIPMENT-GENERATOR	2018 Model number G0070432
624	EQUIPMENT-KETTLE	1996 Garlock 412 Genesis Kettle with fume recovery
625	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD
626	EQUIPMENT-FORKLIFT	2015 8FGCU25, 5,000LB Toyota
627	VEHICLE-VAN TRANSIT	2018 T25 Transit van
628	VEHICLE-VAN TRANSIT	2018 T25 Transit van
629	VEHICLE-VAN TRANSIT	2018 T25 Transit van
630	EQUIPMENT-KETTLE HOT MELTER	210 size
631	EQUIPMENT-KETTLE HOT MELTER	210 size
632	EQUIPMENT-GENERATOR	
633	EQUIPMENT-CRANE	2007 Grove GMK5165
634	VEHICLE-VAN	2018 Chevrolet Traverse LT
635	EQUIPMENT-LEISTER ROBOT	2018 Leister Varimat V2
636	EQUIPMENT-TRAILER FLAT BED	2018 Maxxd DOX10220 20'X102" flat bed trailer 14K gvwr
637	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018 Chevy Colorado crew cab long bed
638	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018 Chevy Colorado crew cab long bed
639	VEHICLE-VAN TRANSIT	2018 T25 Transit van
640	VEHICLE-VAN TRANSIT	2018 T25 Transit van
641	VEHICLE-VAN TRANSIT	2018 T25 Transit van
642	VEHICLE-TRUCK BOX	2018 Isuzu HD Gas
643	EQUIPMENT-LEISTER ROBOT	2018 Leister Varimat V2
644	VEHICLE-VAN TRANSIT	2018 T25 Transit van
645	VEHICLE-TRUCK BOX Crew cab	2017 Isuzu NPR HD
646	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy Silverado crew cab flat bed
647	VEHICLE-VAN PASSENGER	2016 Transit T3500 Passenger van
648	EQUIPMENT-ROOF WARRIOR	
649	VEHICLE-CAR	2019 Chevy Bolt
650	VEHICLE-CAR	2018 Toyota Prius 2

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
651	EQUIPMENT-TRAILER BOX	2007 Box trailer
652	EQUIPMENT-RHINO BOND	Rhino bond machine
653	VEHICLE-TRUCK BOX	2018 GMC labeled NPR box truck
654	VEHICLE-TRUCK BOX	2018 GMC labeled NPR box truck
655	EQUIPMENT-TRAILER BOX	2012 Box trailer
656	VEHICLE-VAN	2013 Ford Econoline van E150 regular
657	VEHICLE-VAN	2014 Ford Econoline van E250 Cargo
658	VEHICLE-VAN	2007 Chevy van
659	VEHICLE-CAR	2019 Toyota Prius 2
660	EQUIPMENT-ROOFING	Soprema Mini-Macaden 1000
661	EQUIPMENT-SPRAY RIG	Patriot Spray rig P55 STSTIC spray package compete
662	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
663	EQUIPMENT-FORKLIFT	2011 8FGU30
664	VEHICLE-VAN TRANSIT	2018 Transit T2500 Ford
665	VEHICLE-TRUCK UTILITY BODY	2019 Chevy 2500 w/Service body
666	VEHICLE-VAN TRANSIT	2018 Transit T2500 Ford
667	EQUIPMENT-ATV	2018 John Deere 825MS S4 Gator
668	EQUIPMENT-ATV	2018 John Deere 825MS S4 Gator
669	VEHICLE-VAN TRANSIT	2018 Transit T15
670	EQUIPMENT-ROOFING	Soprema Mini-Macaden 1000
671	VEHICLE-TRUCK PICK UP	2019 Silverado Regular cab 1500
672	VEHICLE-TRUCK PICK UP	2019 F250 Super Duty Crew cab
673	EQUIPMENT-LEISTER ROBOT	2019 Varimat V2
674	EQUIPMENT-CRANE MINI	2019 Jekko SPX527CHD Mini Crane
675	EQUIPMENT-TRAILER BOX	2019 Cynergy 6'X12"
676	EQUIPMENT-CABLE PULLER	2019 C10K Cable Puller
677	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
678	EQUIPMENT-FORKLIFT	2013 8FGCU25, 5,000LB Toyota
679	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD crew cab
681	EQUIPMENT-TRAILER BOX	2019 Cynergy 5'X8' with ramp
682	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
683	VEHICLE-TRUCK UTILITY BODY	2020 2500 Crew cab service body
684	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD
685	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
686	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
687	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
688	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR
689	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy 3500 crew cab stake bed
690	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy 3500 crew cab stake bed
691	VEHICLE-SEMI TRACTOR	2013 Cascadia semi
692	EQUIPMENT-SHEET METAL	65 Ton Adjustable Spreader Bar 24' to 42'
693	EQUIPMENT-HYDRAULIC HOIST	2019 Garlock Atlas Pro2000 hydraulic hoist
694	EQUIPMENT-FORKLIFT	2013 8FGCU25, 5,000LB Toyota
695	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
696	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
697	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
698	EQUIPMENT-HYDRAULIC HOIST	2019 Garlock Atlas Pro2000 hydraulic hoist
699	EQUIPMENT-LEISTER ROBOT	2019 Varimat V2
700	EQUIPMENT-CYCLONE	2020 Garlock Cyclone Extruder 515
701	EQUIPMENT-CYCLONE	2020 Garlock Cyclone Extruder 515
702	VEHICLE-TRUCK PICK UP	2020 Chevy Silverado 1500 Crew cab pick up
703	VEHICLE-VAN TRANSIT	2020 Transit T2500 Ford
704	VEHICLE-VAN TRANSIT	2020 Transit T2500 Ford
705	VEHICLE-VAN	2018 Chevy Express van 2500
706	VEHICLE-VAN	2018 Chevy Express van 2500
707	VEHICLE-VAN	2017 Chevy Express van 2500
708	EQUIPMENT-LEISTER ROBOT	2020 Verimat 2
709	VEHICLE-TRUCK CREW CAB FLAT BED	2020 Ford F350 Crew cab stake bed

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
711	EQUIPMENT-SHEET METAL	2020 IW50-1P230, 50T Ironworker - 1p, 230v
712	EQUIPMENT-SHEET METAL	2020 IW50-3P230, 50T Ironworker - 1p, 230v
713	EQUIPMENT-RHINO BOND	2020 Rhinobond machine
714	EQUIPMENT-RHINO BOND	2020 Rhinobond machine
715	EQUIPMENT-SHEET METAL	2020 TK 1524 Spot Welder
716	VEHICLE-TRUCK FLAT BED	2007 Ford F450 dually flat bed. 14' bed
717	EQUIPMENT-ROOF WARRIOR	
718	EQUIPMENT-MOBILDOCK	Model 10MT24-2.2
719	VEHICLE-TRUCK FLAT BED	Isuzu NPR
720	VEHICLE-TRUCK UTILITY BODY	2021 2500 Silverado utility body
721	EQUIPMENT-MANLIFT, TOWABLE	2015 T350 JLG
722	VEHICLE-BOOM TRUCK	2005 Mack Granite truck Boom crane model 900A
723	EQUIPMENT-FORKLIFT LULL	2012 JLG 8042 telehandler
724	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
725	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
726	EQUIPMENT-PIPEBENDER	2021 Model B2000 Cyclone
727	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Colorado crew cab LT
728	EQUIPMENT-FORKLIFT	2021 Doosan GC25S-9
729	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
730	VEHICLE-TRUCK BOX	2021 Chevy 3500 LCF

QUALIFICATIONS OF BIDDER'S KEY PERSONNEL

Robert Kornahrens

CEO, President



Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979

Michael Kornahrens

Vice President



Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University

Clint Sockman

Vice President



Clint joined Advanced Roofing in 1998 and is responsible for overseeing the the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Construction Specifications Institute (CSI).

Kevin Kornahrens

Executive Vice President



Kevin started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the UM. B.S. Degree in Management Information Systems, from FSU. B.A. Degree in Marketing, from FSU. B.A. Degree in Multinational Business from FSU.

Jessica Kornahrens

Senior Project Manager



Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversees multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors.

Education: B.S. Degree in Psychology, from Florida State University. B.S. Degree in Business Management, from Florida State University.

Jason Carruth

Branch Manager, Central and North Florida



As a third-generation roofer and Licensed Florida Roofing Contractor (CCC), Jason has made roofing an integral part of his life, and his experience spans every type of roofing system, from residential to large-scale commercial projects. With more than 12 years of experience with Advanced Roofing and nearly 25 years as a professional in the roofing industry, he is the go-to-guy for anything and everything roof-related. When not overseeing operations for the Central and North Florida offices, you can find him on his bike, cycling for a fundraiser or taking the scenic route on a remote trail in Central

Education: Wingate University, Major in Mathematics



Paul Murphy
HVAC Service Manager

Paul joined Advanced Roofing Inc. in 2017 and is the HVAC Service Manager that manages the daily operations of the HVAC division.

Experience: Paul has over 18 years of experience in the HVAC experience with 8 years of experience as a service manager. Paul has extensive knowledge on water cooled systems, chillers and cooling towers.

Education: Broward College, Majoring in Business Administration. VFD Certification.



Bryan Cardona
Safety Director

Bryan joined Advanced Roofing in 2013 and is the company wide Safety Director.

Experience: Bryan has a decade of experience in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Roofing is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

Education: OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.

FULL TIME EMPLOYEES	
Officials, Managers & Supervisors	101
Professionals	49
Sales Workers	8
Office & Clerical	38
Craftsman (Skilled)	260
Operatives (Semi-Skilled)	7
Laborers (Unskilled)	92
Service Workers	2
Apprentice	15
Interns/Co-Ops	2
Total	574



Wholesale Banking
2500 Weston Road, Suite 300
Weston, FL 33331-3617

March 10, 2022

Regarding: Advanced Roofing LLC.

To Whom It May Concern:

This letter shall confirm the above-mentioned customer has existing banking relationship with Synovus Bank, and have maintained their banking relationship as agreed.
Advanced Roofing has a revolving line of credit in the high 7 figures with 0 outstanding balance as of this writing.

Should you have any questions or need additional information please do not hesitate to reach me via email at elainemckie@synovus.com or via telephone at (954) 252-2049

Sincerely,

Elaine McKie
Wholesale Relationship Associate Lead
Middle Market Banking

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent 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: Orange County
Contact Person: Taneya Simpson
City, State: Orlando, FL
Telephone Number: 407-836-7482
Email Address: Taneya.Simpson@ocfl.net
Description of goods/services provided: County Wide Roof Maintenance and Repairs Contract
Contract Amount: Varies based on awarded work - \$1,164,595.58
Start/End Date of Contract: February 3, 2020 - Present
2. Company Name: Volusia County
Contact Person: Kamron Gardner
City, State: Deland, FL 32720
Telephone Number: 386-248-1760 ext 11271
Email Address: kgardner@volusia.org
Description of goods/services provided: Professional Roof Repairs and Maintenance
Contract Amount: Varies based on awarded work - \$631,622.95
Start/End Date of Contract: March 16, 2018 - Present
3. Company Name: City of Kissimmee
Contact Person: RJ Littlefield
City, State: Kissimmee, FL 34741
Telephone Number: 407-847-2821 ext. 2622
Email Address: RANDALL.LITTLEFIELD@kissimmee.gov
Description of goods/services provided: Roofing Maintenance and Repairs
Contract Amount: Varies based on awarded work - \$310,433.06
Start/End Date of Contract: November 3, 2020

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Respondent 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 completed in the last five (5) years must be listed below. The City reserves the right to check references and confirm information provided herein.

1. Client Name: Orange County
Contact Name: Lee Mathews
Phone: 407-836-7400
Year Project Completed: 2021
Nature of Work: Orange County Taft Headstart
Total Value of Project: \$134,363.00

2. Client Name: Volusia County
Contact Name: Kamron Gardner
Phone: 386-527-4212
Year Project Completed: 2022
Nature of Work: Volusia County Fleet Management Reroof
Total Value of Project: \$308,840.00

3. Client Name: City of Kissimmee
Contact Name: RJ Littlefield
Phone: 407-847-2821 ext 2622
Year Project Completed: 2022
Nature of Work: Kissimmee Chambers Community Center Reroof
Total Value of Project: \$121,500.00

This document must be completed and returned with your Submittal

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Jason Carruth	Vice President	407-322-1555
Kevin Kornahrens	Vice President	954-522-6868
Michael Kornahrens	Vice President	954-522-6868


Authorized Signature

Jason Carruth
Print Name of Authorized Signature



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

Project Name: Roofing Repair and Replacement Services

Solicitation Number: 22-14

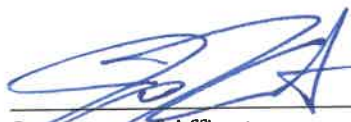
I, the undersigned hereby certify that Advanced Roofing, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

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 Advanced Roofing, Inc. **(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.

Jason Carruth, VP
Print or Type Name, Title


Signature of Affiant

59-2360591
Federal Employer ID Number (FEIN)

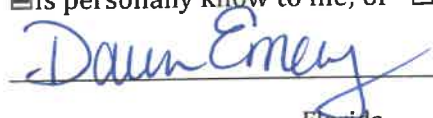
175608
E-Verify Number

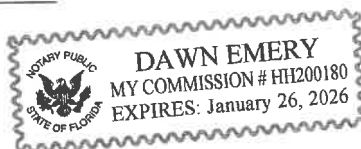
STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2022, by Jason Carruth and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.


Notary Public, State of Florida



Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this statement be convicted for had a civil judgement 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 statement 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 statement/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 Statement.

Advanced Roofing, Inc.

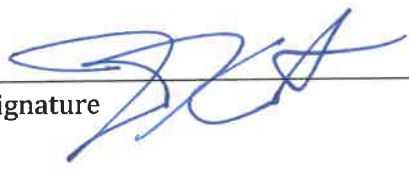
Organization Name

22-14

Request for Statement of Qualifications Number

Jason Carruth, VP

Name and Title of Authorized Representative

 12-15-2022

Signature Date

This document must be completed and returned with your Submittal

FROM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 22-14

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Advanced Roofing, Inc.

Address: 200 Northstar Court, Sanford, FL 32771

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

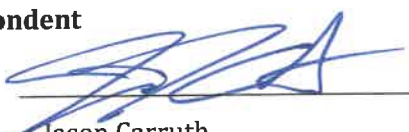
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Respondent

BY:  _____
NAME: Jason Carruth
TITLE: Vice President
DATE: 12-15-2022

ATTEST:

BY:  _____
NAME: Robert P. Kornahrens
TITLE: President
DATE: 12-15-2022

FORM 9.13 – NO SUBMITTAL STATEMENT FORM

N/A

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

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

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no statement”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.



Atlantic Specialty Insurance Company

605 Highway 169 N, Suite 800
Plymouth, MN 55441

December 12, 2022

The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Advanced Roofing, Inc.

To Whom It May Concern:

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and Atlantic Specialty Insurance Company and is capable of providing Performance and Payment Bonds in the amount of \$40 million for any single contract and \$150 million in the aggregate. At this time, they have \$100,000,000 available. Atlantic Specialty Insurance Company is rated by AM Best as A+ (Superior), Class XV and is licensed to do business in all 50 States.

Should Advanced Roofing, Inc. be awarded any upcoming projects, Atlantic Specialty Insurance Company should be in a position to issue the 100% Performance & Payment Bond. Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Greffe Griffin", with a long horizontal flourish extending to the right.

William Greffe Griffin
Attorney In Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Greff Griffin, Vivian Santiago, Michael Marino, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

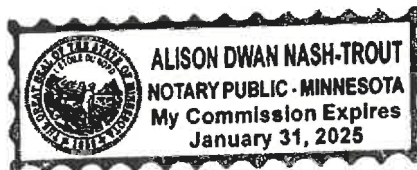
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated December 12, 2022

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary



CC-C024413

ESTABLISHED 1983

APPROVED MANUFACTURER'S LIST – LOW SLOPE ROOFS

Johns Manville –Platinum Applicator	Kemper Systems
GAF Materials Corporation – Master Select Applicator	Sarnafil
Firestone Building Products – Red Shield Applicator	Durolast
Siplast/Icopal	Carlisle
Performance Roof Systems	IB Products
Tremco	J.P. Stevens
Garland Company	Fibertite
Tamko	Republic Powered Metals
Viridian Systems	Vulkem
Durapax (Coal Tar Pitch)	Genflex Roof Systems
Neogard	Sealoflex
La Polla/Base	Soprema
Intelliccoat Technologies	Tropical Asphalt
Commercial Innovations/Viking (Coal Tar Pitch)	Gaco Western

APPROVED MANUFACTURER'S LIST – METAL ROOFS

AMS	Imetco
Zip Rib	MBCI
Englert	Pac-Clad
Berridge	JM Metals
Firestone	Garland
Load Master	Riffe Metals
Butler	

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



07/07/2022

GAF ID: 1002586

Advanced Roofing Inc
1950 NW 22nd St
Fort Lauderdale, FL 33311

RE: CCP Commercial Certification - Master Select – Advanced Roofing Inc - Fort Lauderdale, FL

To whom it may concern:

This is to confirm that Advanced Roofing Inc is approved as a Master Select Contractor through June 2023 to install the following:

- Asphaltic
- Restoration
- Single-ply

Advanced Roofing Inc is certified in the following States:

- FL

As a Master Select, Advanced Roofing Inc is able to offer the following GAF Warranties and Guarantees through June 2023:

- Diamond Pledge® NDL Roof Guarantee
- Emerald Pledge® NDL Restoration Guarantee
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely

A handwritten signature in black ink that reads "Bobby Fischer". The signature is stylized with a large, sweeping "B" and a long, horizontal stroke at the end.

Bobby Fischer
VP, Contractor Programs, GAF



February 26, 2020

ADVANCED ROOFING INC.

1950 N.W. 22ND ST.

FORT LAUDERDALE, FL 33311-2939

US

Project:

To Whom It May Concern:

This letter is to confirm that ADVANCED ROOFING INC. in FORT LAUDERDALE, FL is a Carlisle Authorized Applicator.

This Applicator has been awarded with the following awards:

ESP 2019, ESP 2018, ESP 2013, ESP 2011, Centurion, Perfection Council 2017, Perfection Award 2017, Perfection Award 2018, Perfection Council 2018, Perfection Award 2019

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shannon Wyatt", with a long horizontal flourish extending to the right.

Shannon Wyatt

Southeast Regional Sales Manager

/ems



**INTELLIGENT
ROOFING SOLUTIONS**

1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com

FIBERTITE® ROOFING SYSTEMS

June 5, 2020

Authorized Contractor: Advanced Roofing

Project Reference: TBD

TO WHOM IT MAY CONCERN:

Seaman Corporation is the original and only Manufacturer for FiberTite Roofing Systems. We have been manufacturing FiberTite for over 30-years. We have reviewed the design information listed above and warranty expectations for the above referenced project. Further to those requirements we affirm the following:

The above referenced roofing contractor is authorized to bid, install and repair, if successful, all of our FiberTite Roofing System for up to and including twenty-year (20) year warranties.

We further certify that our system requires completion of the following criteria.

- a. The system is installed by an Authorized Contractor, in strict accordance with the contract documents and current FiberTite Specifications.
- b. The completed system is inspected and approved by FiberTite Technical Services.
- c. Seaman Corporation receives full payment for materials provided.

FiberTite Technical Services is available for project review at (800) 927-8578.

Respectfully,

Jonathan C. Pierson
Fibertite Technical & Warranty Services

Authorized Applicator

This is to acknowledge that

Advanced Roofing, Inc.

1950 NW 22nd Street • Fort Lauderdale, FL 33311

has successfully met all requirements
for authorization from The Garland Company, Inc.,
as an installer of Garland Roofing Systems.

Expires 1 year from date of issuance.



Scott Craft, General Manager
Issued: January 6, 2020

Local Garland Representative



2020

Ms. Dawn Emery
Advanced Roofing, inc.
200 Northstar Court
Sanford, FL 32771

dawne@advancedroofing.com

P: 407-322-1555

Re: Division 07:

Metal Roof Panels, Soffit, Wall Panels and all Related Sheet Metal Flashings.

Re: "Approved Installer" status: Advanced Roofing, inc.

This letter is to confirm that Advanced Roofing, inc. is an "approved installer" of all PAC-manufactured Roofing Systems, Soffit Systems, Wall Panels Systems and Sheet Metal Flashings/Coping Systems as manufactured by Petersen Aluminum Corporation.

PAC will jointly underwrite the applicable twenty-year Weathertightness Warranties with Advanced Roofing, inc. as the installer-of-record. Normal PAC review procedures and normal PAC inspection procedures will be applicable.

This "approved installer" status of Advanced Roofing, inc. has been in place since 2002 and will remain in effect until such time as rescinded by either of Advanced Roofing, inc. or PAC.

Please contact me directly should you have any questions.

Sincerely,
Royal Casey
Royal Casey
PETERSEN ALUMINUM CORPORATION
FL Sales Manager & Technical Services & Field
Inspections Acworth, GA factory/office



January 6, 2022

Jason Carruth
Advanced Roofing, Inc.
1950 NW 22nd St.
Ft. Lauderdale, FL 33311

Re: Duval County Public Schools

Dear Jason:

This is to confirm that Advanced Roofing, Inc. is a Siplast Select Contractor since 1/17/1986 and is authorized to apply guaranteed Siplast roofing systems subject to current guarantee requirements.

Sincerely,

Dylan Kloepfner/ cy

Dylan Kloepfner
District Manager

DK:CB:cy



August 14, 2019

Advanced Roofing
1950 NW 22nd Street
Fort Lauderdale, FL 33311

RE: Authorized Applicator

Dear Advanced Roofing:

Please be advised that Advanced Roofing (FL124) of Fort Lauderdale, FL is an Authorized SOPREMA Applicator in good standing and is authorized to install all specified SOPREMA roof and waterproofing products, and are authorized to perform all retrofit work and maintenance on SOPREMA Warranted roofing systems.

Please contact me at 330.436.7502 or kjmillier@soprema.us if additional support is needed for this project.

Sincerely,

Kyle Miller
Technical Support Coordinator
201 Quadral Drive
Wadsworth, OH 44281

cc: Project File
Sales and Technical Staff, SOPREMA

August 31, 2021

Robert Kornaherns
Advanced Roofing, Inc.
1950 NW 22nd St
Fort Lauderdale, FL 33311-2939

Dear Robert,

Congratulations! In 2021, Advanced Roofing, Inc. will be recognized as an applicator with Elite status in Sika Sarnafil's Partners Club Program. This program is designed to help you build your business alongside Sika. You are a member of a select group of roofing applicators recognized as the best in the industry.

The Partners Club Program has three levels of membership — Elite, Alliance and General. Your status within this program is determined by your ranking on several criteria that include quality of installation, discretionary business, warranty expenses, and overall support and loyalty. As an Elite you are considered the best of the best, and with this level comes unique benefits.

A list of your Partners Club benefits is enclosed. If you have any questions regarding your benefits, please call Claudia Galvez at galvez.claudia@us.sika.com or 781-828-5400, x3258.

Once again, congratulations on your Elite member status and we look forward to continuing to grow our businesses together.

Yours truly,



Brian J. Whelan
Executive Vice President
Sika Sarnafil

Advanced Roofing, Inc. Approved as Sika Sarnafil Elite Roofing Contractor

Fort Lauderdale, FL – January 2021 – Sika Sarnafil has approved **Advanced Roofing, Inc.** as an Elite level roofing contractor for installation of Sika Sarnafil roofing systems. The company is among a selected group of roofing contractors recognized for their commitment to high quality roofing installations.

Every Sika Sarnafil approved contractor goes through a rigorous training and evaluation program to assure that they meet Sika Sarnafil's high standards. In addition, each contractor is evaluated and rated annually on a variety of technical and business criteria and classified into one of three categories – Elite, Alliance and General – with Elite being the highest level of achievement.

"We are pleased to recognize Advanced Roofing, Inc. as a Sika Sarnafil Elite Roofing contractor," said Brian Whelan, executive vice president of Sika Sarnafil. "Elite level roofing contractors are the best in the business, having demonstrated an unparalleled commitment to quality and the roofing industry."

For information on the roofing services of **Advanced Roofing, Inc.**, call 954-522-6868.

Sika Sarnafil has more than 55 years of experience in providing thermoplastic, single ply membranes for a wide range of roofing and plaza deck waterproofing applications. The company is known for its high quality, long lasting membranes and systems that help building owners achieve a sustainable roofing solution. Visit the Sika Sarnafil website at usa.sarnafil.sika.com.

Advanced Roofing
1950 NW 22nd Street
Fort Lauderdale, FL 33311

To whom it may concern,

Durapax Coal Tar built up roofing provides one of the most durable roofing systems known due to its inherent waterproofing and weathering characteristics. Durapax Coal Tar roofing systems are time-proven roofing systems for level and low sloped roofs.

Please accept this letter as confirmation that Advanced Roofing Inc. is in good standing with Durapax LLC and a member of Durapax Professional Roofing Contractors Program. Durapax does issue warranties that cover their workmanship on projects that are part of the Durapax Roof Warranty Program.

Should you have any questions please feel free to contact me (772) 631-0867 (c). Thank you for choosing Durapax Coal Tar commercial roofing systems.

Regards,



Peter J. San Juan
Southern Regional Sale Manager

March 29, 2016

ADVANCED ROOFING INC
1950 NW 22nd St
Ft Lauderdale, FL 333112939

To Whom It May Concern:

Please be advised that ADVANCED ROOFING INC is a licensed Red Shield applicator in good standing with Firestone Building Products Company.

ADVANCED ROOFING INC is authorized with Firestone for EPDM effective 01/13/88, APP effective 01/13/88, ULTRAPLY effective 01/13/88, Metal effective 03/22/2006, SBS/BUR effective 01/13/88 under license #04710.

Firestone is proud to include ADVANCED ROOFING INC into our family of Red Shield applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,



Phil LaDuke
Director, Quality Assurance

PL/jas

3/29/2016



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



**CITY OF SANFORD**

Building Division

PO Box 1788, Sanford, FL 32772-1788

2023**LOCAL BUSINESS TAX RECEIPT**

VALID THROUGH SEPTEMBER 30, 2023

**ADVANCED ROOFING INC
1950 NW 22ND ST****FT LAUDERDALE FL 33311**

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 10/01/2022 **BTR19-026118****Business Location:** 200 NORTHSTAR CT

Classification	Amount
Fire Inspection Fee	125.00
Contractor	200.00
TOTAL:	325.00

Comments: CGC1507377
Restrictions:

**SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES**



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

ADVANCED ROOFING INC.
200 NORTHSTAR CT
SANFORD, FL 32771

Account #: 146521

ROBERT P KORNAHRENS (OFFICER)
JOANNE GLASSER (AGENT)

REGULATED
License # - CCC024413
Qualifier- KORNAHRENS, ROBERT P
**SANFORD CITY LICENSE REQUIRED **

Receipt #: WEB#2022092028174

Amount Paid: \$ 45.00

Date Paid: 09/20/2022

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

ADVANCED ROOFING INC.
1950 NW 22ND ST
FORT LAUDERDALE, FL 33311 2939



CC-C024413

ESTABLISHED 1983

Tab B

Company History and Qualifications

www.advancedroofing.com

Central Florida Office

866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

Brief Narrative

December 13, 2022

The City of Port Orange
Port Orange City Hall
1000 City Center Circle
Port Orange, FL 32129

Re: Roofing Repair and Replacement Services RFSQ-22-14

To Whom it May Concern,

Advanced Roofing, Inc. is pleased to provide the City of Port Orange with our proposal for Roofing Repair and Replacement Services. Thank you for the opportunity. Advanced Roofing is the largest re-roofing company in Florida and is continuously rated within the Top 20 roofing contractors in the country. We specialize in re-roofing of occupied buildings. We are approved with all roofing manufacturers to offer their highest warranties, ranging from 20-30 Year No Dollar Limit (N.D.L.) Warranties. We also offer the following services to complement our re-roofs:

- State Licensed A/C Contractor
- State Licensed Lightning Protection Contractor
- State Licensed Solar Power Contractor
- State Licensed General Contractor to handle structural repairs
- We own all our own Cranes, including 2 – 330' GCI Tower Cranes
- Emergency Repair and Preventive Maintenance
- In-house Sheet Metal Fabrication
- In-house Dumpster and Tractor Trailers
- In-house Engineering
- Roof Express Roof Evaluation Software
- Infrared Moisture Surveys
- Bonding Capability up to 150 million

Established in 1983, Advanced Roofing, Inc. is a full-service commercial roofing company. With “Commitment to Quality” through solving customers’ needs with premium materials and excellent craftsmanship, Advanced Roofing has been named one of the top ten roofing contractors in the United States. Licensed, bonded and insured, Advanced Roofing’s dedication to safety, professionalism, and quality work is signified through the satisfaction of hundreds of customers. Advanced Roofing has your solutions all under one roof.

In addition, due to Advanced Roofing’s elite status in the industry, we are able to provide our customers with additional benefits including:

- Named #1 Roofing Contractor in South Florida
- \$150 million Bonding Capacity
- Additional Captive Insurance

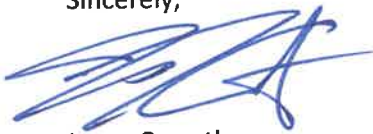
- FPL Approved Contractor
- Certified with all major manufacturers
- Full Safety Division
- In-house Sheet Metal Department, Crane Division, HVAC, Electrical, Lightning Protection, Solar
- 24/7 Service and Emergency Repairs

We offer a wide variety of roof systems to fit your needs, and we are certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. Our goal is to make the roofing process easy and hassle free for you, our customer. Roofing of occupied buildings is a highly technical process. Our experience constantly improves, from protecting the property, documentation, existing conditions, pre-construction, job meetings, code compliance, involving building departments, manufacturers' representatives, close out and getting other recommendations from you. Our roofing department has over 500 expertly trained Construction Managers, foreman, roofing mechanics and laborers. They are all intensively trained in roofing safety procedures.

Our service department handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost. With over 500 buildings, totaling over 14 million square feet of roof, under Advanced Roofing's Proactive Maintenance Agreement, our commitment to service speaks for itself. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses, government entities, schools, and more.

If there is any additional pre-qualification information you require, please let me know and we will fill it out promptly. Advanced Roofing has been in business for 39 years with an impeccable record of keeping our clients dry. Should you have any questions, please feel free to contact me at (407) 509-4190.

Sincerely,



Jason Carruth
Branch Manager
Advanced Roofing, Inc.
200 Northstar Court
Sanford, FL 32771
407-322-1555
jasonc@advancedroofing.com

P.S. South Florida has seen many roofing contractors come and go, but we are proud to say we have been a part of this community, which we have been actively involved in since 1983, and are here to stay. We hope our portfolio will help you to be able to evaluate who you want as your long-term partner to give you the best value to meet your roofing needs.



COMPANY BIO

Advanced Roofing, Inc. is uniquely positioned to bring the most innovative roofing techniques and products our customers. ARI began in 1983 and has since grown to be South Florida's premier commercial roofing specialist. We have become a full-service roofing contractor, consisting of: a service department providing repairs and maintenance, metal roofing department, HVAC department, a custom sheet metal fabrication department, crane division, electrical division and solar/renewable energy department.

We fully acknowledge and understand the challenges inherent in every roofing project; particularly the specialty work required on occupied buildings. Our extensive experience in roofing occupied government facilities has made us mindful and aware that we must accommodate you in having as little disruption as possible during the roofing process.

We are pleased to announce that we have won "The Excellence Award". We received this honor (in which only 35 out of thousands of contractors received this award in the USA). You can count on ARI to bring over 39 years of impeccable service along with our outstanding safety record throughout every phase of the project. You can expect constant communication, excellent workmanship and superior service from start to finish. Any challenge is an opportunity for us to bring a solution. From the time you sign with us, we've got it all covered. When we say we'll do something, you can swear by it.

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In 1994, Advanced Roofing established DBA Advanced Air Systems to specialize in HVAC new construction, retrofit, unit change outs, service repairs, and maintenance solutions for residential, commercial, industrial, institutional and historical properties throughout Florida. Advanced Air Systems holds a Class A license with services unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design central air-conditioning, refrigeration, heating, and ventilating systems.

EXISTING TERM CONTRACTS

South Area Term Contracts:

- Baptist Health - Emergency Roof Repairs
- Baptist Health - Master Agreement
- Boeing Company - Miami
- Broward College
- Broward County - Roofing Maintenance & Repairs
- CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services
- City of Boynton Beach - Piggyback off City of Sunrise
- City of Coral Springs - Piggyback off City of Sunrise
- City of Deerfield Beach - Piggyback off City of Sunrise
- City of Doral - Piggyback off City of Sunrise
- City of Fort Lauderdale - Piggyback off City of Sunrise
- City of Lauderhill - (Piggyback off Port Everglades)
- City of Miramar - Piggyback off Port Everglades
- City of Stuart - City Wide Annual Roofing Repair and Replacement
- City of Sunny Isles Beach - Piggyback off City of Sunrise
- City of Sunrise - Roofing Maintenance and Repairs
- City of Vero Beach - Piggyback off City of Sunrise



- Collier County - Roofing Preventive Maintenance & Remedial Repairs
- Collier County - Roofing Replacement Contractors
- FAU - Roofing Services
- FIU - Small Trade Services II
- Lauderhill-Trade Roof Contractors-Prequal
- Lee County County Wide Roofing
- Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance & Materials
- Miami Beach - General Building Specialty Trade Services
- Miami Beach - Job Order Contracting Services-Various Trades
- Miami Dade College - Commercial Roofing Inspections, Repairs, Restoration & Replacement
- Monroe County School District (Piggyback off BC)
- NIPA / RoofConnect
- Palm Beach County Annual Contract-Roofing
- Port Everglades Roof Repair, Replacement & Related Services
- SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F
- SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Roofing, GC & Mechanical
- SBBC - Construction Services Minor Projects (CSMP) - FY21-115 - Roofing, GC & Mechanical
- SBBC - Roofing Services
- School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance
- School District of Palm Beach County- Roofing Products and Services Contract #20C-45V
- School District of St. Lucie County (Piggybacking Broward College)
- Seminole Tribe of Florida - Certified Roofing Contractor Services
- Sourcewell - Southeast Florida Area
- SWA (Solid Waste Authority)
- The Boeing Company - Managed by Jones Lang LaSalle (JLL)
- Town of Davie - Piggyback off Sourcewell
- Town of Davie-Misc Roofing Services R2020-180
- Town of Palm Beach-Roofing Contractors
- Tremco/WTI - National Cooperative Contractor Network (NCCN)

Central & North Area Term Contracts:

- AFICC/771 ESS/EGB Wide Roofing Repair and Replacement
- Alachua County - Minor Roof Repair Services
- Alachua County Public Schools - Roofing Services
- Alachua County Public Schools - Annual Roof Replacement
- Charlotte County - Re-Roofing & Roof Repairs
- City of Apopka
- City of Bradenton (Piggyback off City of Sunrise)



- City of Deltona
- City of Dunedin (Piggyback off City of Sunrise)
- City of Kissimmee (Piggyback off City of Sunrise)
- Daytona International Speedway - Roofing Repairs
- FDOT - Routine Maintenance, Repair, Installation & Evaluation
- Hernando County - Construction Projects
- Lake County Roof Repair Services
- North Sumter County Utility Community Development District (Piggyback off City of Sunrise)
- Orange County
- Orlando Aviation Authority - Continuing Roofing Construction Services
- Orlando Utilities Commission
- Pinellas County - Roofing Services & Supplies Waterproofing & Related Products Services
- Punta Gorda (Piggyback off Charlotte County)
- SDOC - School District of Osceola County - Roofing Installation & Repair Contractor Services
- Seminole County Public Schools
- Sourcewell - East Central Florida Area
- Sourcewell - Northeast Florida Area
- Sourcewell - Northwest Florida Area
- Sourcewell - Southwest Florida Area
- Sourcewell - West Central Florida Area
- Sumter Landing Community Development District (Piggyback off City of Sunrise)
- University of Central Florida - UCF
- University of South Florida - USF
- Village Center Community Development District (Piggyback off City of Sunrise)
- Volusia County

Federal Term Contracts:

- TCPN (Roof Connect)

Private Entity Term Contracts:

- FPL-CBRE
- Memorial Healthcare Systems
- Pratt & Whitney
- Publix Supermarket
- UPS

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Respondent 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 completed in the last five (5) years must be listed below. The City reserves the right to check references and confirm information provided herein.

1. Client Name: Orange County
Contact Name: Lee Mathews
Phone: 407-836-7400
Year Project Completed: 2021
Nature of Work: Orange County Taft Headstart
Total Value of Project: \$134,363.00

2. Client Name: Volusia County
Contact Name: Kamron Gardner
Phone: 386-527-4212
Year Project Completed: 2022
Nature of Work: Volusia County Fleet Management Reroof
Total Value of Project: \$308,840.00

3. Client Name: City of Kissimmee
Contact Name: RJ Littlefield
Phone: 407-847-2821 ext 2622
Year Project Completed: 2022
Nature of Work: Kissimmee Chambers Community Center Reroof
Total Value of Project: \$121,500.00

This document must be completed and returned with your Submittal

Introduction to Advanced Roofing

Our experience

Advanced Roofing has been in business since 1983, growing steadily on our overriding "**Commitment to Quality**", which has made us the number one commercial re-roofing company in Florida. While our specialty is re-roofing occupied commercial buildings per architect or consultant specification, we offer a full range of roofing systems to meet all your roofing needs, using the **best materials** and offering the **best warranties**.

Your experience working with us

For us, it's not just about getting the job done right and on time. It's about making the **entire process** from bidding to completion headache and **hassle-free** for you. We think you should be informed, involved and in control from the start and with locations throughout Florida, we've got you covered. When we say we'll do something, you can swear by it. At least, that's what a long list of satisfied customers tell us.

Professional Solutions. On Time. On Budget. We are Advanced!

Over the years the most important thing we've learned is that **your experience** is what truly validates **ours**. It's not just about getting the job done right and on time. It's about making the entire process headache and hassle free. We want you to feel informed, involved and in control from the very beginning. No surprises. No Second Thoughts.

At Advanced Roofing, we'll always stand behind our "Commitment to Quality." We've just advanced our thinking somewhat. Today we're further committed to the quality of your experience. To all of us who work here, that's definitely what matters most.

Company Legal Name

Advanced Roofing, Inc
1950 NW 22nd St
Fort Lauderdale, FL 33311
www.advancedroofing.com

Corporation

Fed ID Number: 59-2360591
Type of business: Private S-Corporation
State of incorporation: Florida
Date of incorporation: 10/08/1983

Professional Licenses

Roofing Contractor License #CCC024413
General Contractor License #CGC1507377
Mechanical Contractor (Class A) License #CAC1818806
Solar Contractor License #CVC56792
Electrical Contractor License #EC13006050
Professional Engineer Licenses #PE36852 & #PE85793
NABCEP Certification #PV-101913-002781 &
#PVSI-072019-028634
LEED AP
View more [professional licenses](#) online

Bank:

Synovus
2500 Weston Rd., Suite 300
Weston, FL 33331

Surety:

Atlantic Specialty Insurance Company

Surety Agent:

Michael Marino
American Global LLC
900 S. Pine Island Rd., Suite 210
Plantation, FL 33324

Limits up to:
\$40MM Single Project
\$150MM Aggregate
\$1BB Ground Mount

Insurance Agent:

Frank H Furman, Inc.
1314 East Atlantic Blvd
Pompano Beach, FL 33061
Account Manager: Melissa Rhinehardt

Gen Lib: \$2MM aggregate

Products and Services

Advanced Roofing offers a variety of products and services to fit a variety of project needs and budgets:

Re-Roofing

Advanced Roofing offers a wide variety of roof systems to fit your needs, and is certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. Our goal is to make the re-roofing process easy and hassle free for you, the customer.

Re-roofing commercial buildings is a highly technical process. We have found roofing companies that start in new construction and go into re-roofing, fail. Our experience constantly improves from protecting the property, documenting existing conditions, pre-construction job meetings, code compliance involving building departments, manufactures' representatives, close out and getting other recommendations from you.



Our Roofing Department has over 300 expertly-trained construction managers, foremen, roofing mechanics, and laborers. They are all trained in safety procedures.

Roof Repairs

Advanced Roofing is available 24 hours a day, and most of the time, can handle your problem within 24 hours. Advanced Roofing prides itself on providing the best service possible. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses.

Since 1983, our service department has helped increase our customers' return on their new roof investment. Our roof repair division handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost.

Roof Restoration

In this tough economy, it may be difficult to afford a complete roof replacement. With a coating or regravelling from Advanced Roofing, you can extend the life of your current roof at a more affordable price. With coating and regravelling, you can prolong the life of your roof for 5-15 years at 50% of the cost of replacement, and save energy in the process.

Preventative Maintenance

Preventative maintenance on your roof system is something that should be taken into careful consideration. At Advanced Roofing, we make sure your roof is in tip-top shape year-round. To ensure your roof is functioning properly, it is important to perform semi-annual inspections. These measures of preventative maintenance help to fix problems before further damage incurs, stop roof problems before they start, and guarantee that your roof has a longer service life.

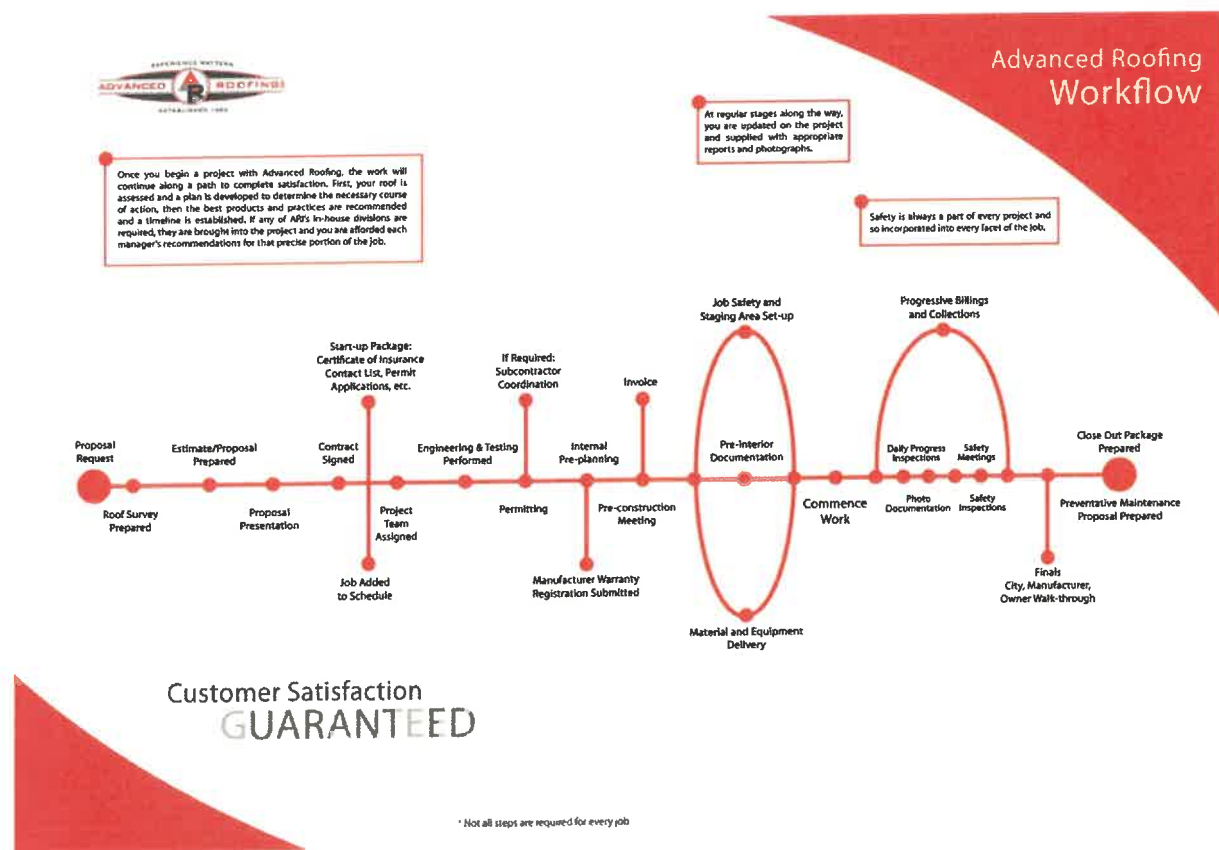
With over 325 buildings, totaling over 9 million square feet of roof, under Advanced Roofing's proactive maintenance program, our commitment to service speaks for itself.

Project Management

At Advanced Roofing, roofing is our business. That's why we are committed to precision and quality. We work with owners, engineers, architects and consultants to provide the right bid for your project.

We offer a wide variety of systems to fit your needs, and we are certified by major roofing manufacturers to install the highest systems with the best warranties. Our goal is to make the process easy and hassle free for you, the customer.

Our experience constantly improves from protecting the property, documentation, existing conditions, pre-construction, job meetings, code compliance, involving building departments, manufacturers' representatives, close out and getting other recommendations from you.



Locations Served

Advanced Roofing is headquartered in Fort Lauderdale, Florida with branch offices located in Miami, Jupiter, Orlando, Tampa, Jacksonville, and Ft. Myers. Additionally, we can perform work in the following locations:

- Georgia
- Alabama
- Louisiana
- North Carolina
- Virginia
- Western and Eastern Caribbean Islands
- Puerto Rico and US Virgin Islands
- Bahamas
- Roof Connect Affiliated Markets – Entire US

Advanced Roofing is a founding member of RoofConnect.

RoofConnect is a professional national commercial roofing organization. They specialize in emergency roofing repairs, maintenance and re-roofing but also perform specialty projects that require nationwide labor availability in the construction field. RoofConnect has 60 plus members and 100 locations nationwide. Members have over 7,000 employees and approach revenue of 1 billion dollars annually. RoofConnect is founded and administered by the leading commercial roofers in the United States. All members must adhere to a strict code of ethics and pass several requirements to participate. RoofConnect is a leading national roofing services provider for commercial roofing solutions. Roof Connect gives Advanced the capabilities to work with top tier roofing contractors throughout the United States without sacrificing quality.



Office Locations

Miami-Dade	Ft. Lauderdale HQ	W.P.B - Jupiter	Sanford-Orlando
Toll Free: (800) 638-6869 Office: (305) 456-2544 Fax: (305) 661-2032 1703 NW 79th Ave. Doral FL, 33126	Toll Free: (800) 638-6869 Office: (954) 522-6868 Fax: (954) 566-2967 1950 NW 22 nd St. Ft. Lauderdale, FL 33311	Toll Free: (800) 638-6869 Office: (561) 743-6952 1601 Park Lane S., Ste. 100 Jupiter, FL 33458	TollFree: (866) 365-6071 Office: (407) 322-1555 Fax: (407) 322-0010 200 Northstar Ct. Sanford, FL 32771
Tampa - St. Petersburg	Jacksonville	Fort Myers - Naples	Web
Toll Free: (800) 354-9896 Office: (813) 885-5811 Fax: (813) 884-8927 4309 W. Knollwood St. Tampa, FL 33634	Toll Free: (866) 365-6071 Office: (904) 826-3860 11031 N. Main St. Jacksonville, FL 32218	Toll Free: (800) 354-9896 Office: (239) 208-8809 14231 Jetport Rd., Unit 15 Ft. Myers, FL 33913	www.advancedroofing.com

Associations & Community Involvement

Advanced Roofing believes strongly in community involvement, that's why we've committed our entire company to this belief. Here is a list of the organizations we participate in and professional organizations we are a member of:

Professional Organizations

- National Roofing Contractors Association (NRCA)
- Sheet Metal & Air Conditioning Contractors National Association (SMACNA)
- Associated General Contractors(AGC)
- Roof Connect
- US Green Building Council
- Citizens for Clean Energy
- Florida Solar Energy Center
- American Society for Testing and Materials(ASTM)
- Building Owners & Managers Association (BOMA)
- National Association of Industrial and Office Properties (NAIOP)
- Roof Consultants Institution (RCI)
- Palm Beach County Hotel & Lodging Association
- Community Association Management Professionals (CAMP)
- The Executive Association of Fort Lauderdale
- WinterFest Board of Directors
- Construction Executive Association
- Broward Workshop
- Center of Environmental Invention in Roofing
- TEC Group
- Florida Roofing & Sheet Metal Association (FRSA)
- Construction Specifications Institute (CSI)
- Roofing Contractors of South Florida (RCASF)
- Executives Association of the Palm Beaches
- West Palm Beach Rotary Club
- Palm Beach Roofing & Sheet Metal Association
- Net W Group
- South Florida Building Officials Association

Community Involvement

- Special Olympics Broward County
- Girl Scouts of Southeast Florida
- Reef Environmental Education Foundation
- Lance Armstrong Foundation
- National Multiple Sclerosis Society
- American Heart Association
- Florida Wildlife Federation
- American Cancer Society
- Huntington's Disease Society of America
- Deliver the Dream Foundation
- Leukemia & Lymphoma Society
- City of Lighthouse Point
- United Way
- South Broward Marine Magnet Programs
- Susan B. Anthony Recovery Center
- Annual Cigna Healthcare Golf Classic
- Habitat for Humanity
- McCormick Tribune Foundation
- Florida Sheriffs Association
- Cardinal Gibbons High School Athletics
- Dan Marino Foundation - Nova Southeastern University
- Links to Literacy
- Winterfest Boat Parade
- Florida Buddhist- Vihara-Disaster Relief Fund
- Military Order of the Purple Heart
- Broward Navy Days
- Riverwalk 100
- First Priority of South Florida
- FAU Athletics
- Jim Moran's Youth Automotive Training Center
- Humane Society of Broward MS 150 Bike Tour
- Frank Stark Celebration Ride
- Boys and Girls Clubs of Broward County
- Pine Crest School
- Cardinal Gibbons
- Boyd Anderson
- Palm Beach, Dade and Broward Schools

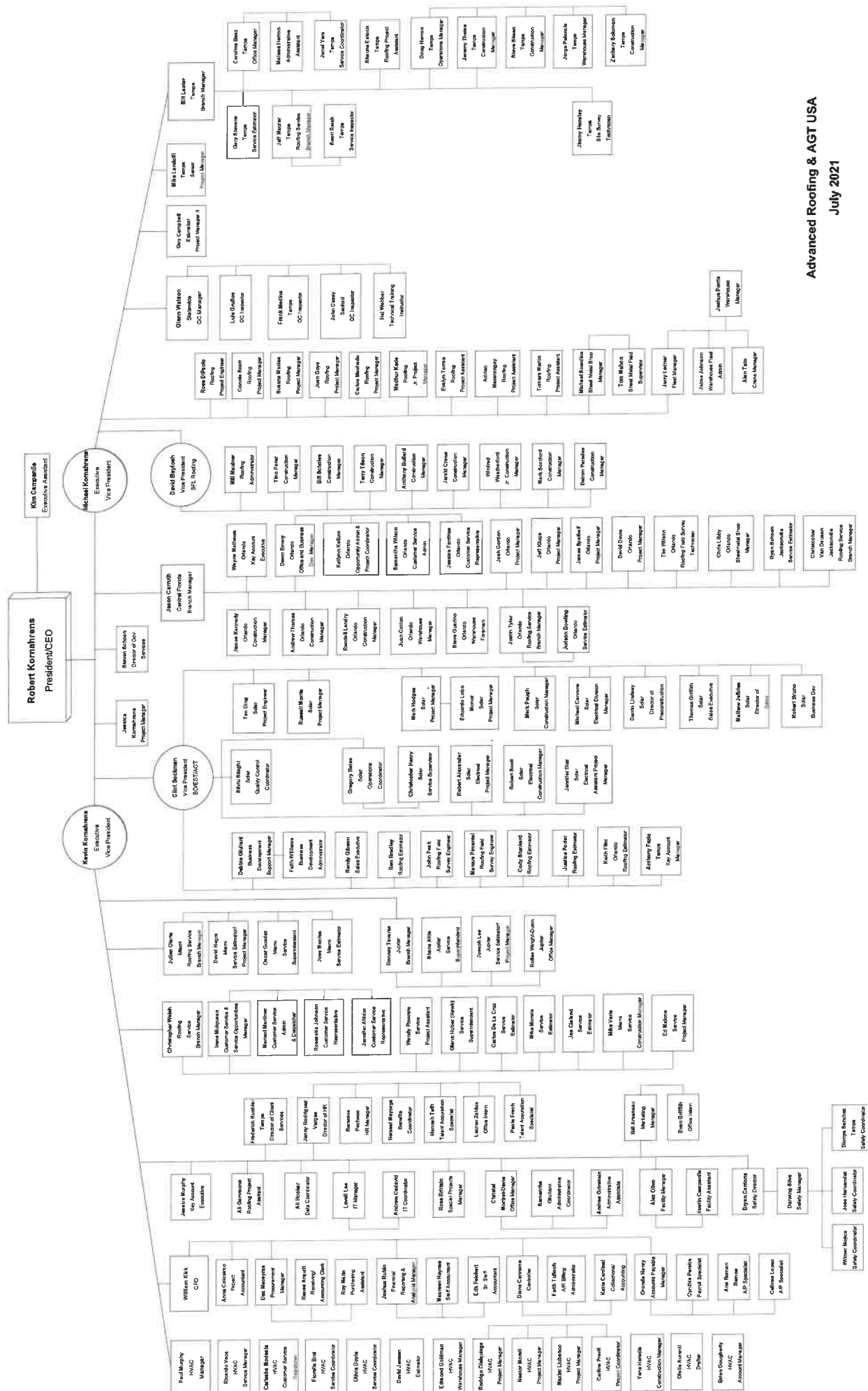
Tab C

Qualifications, Professional Licenses, Certifications Held and Experience of Firm's Key Personnel

www.advancedroofing.com

Central Florida Office

866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771



QUALIFICATIONS OF BIDDER'S KEY PERSONNEL

Robert Kornahrens

CEO, President



Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979

Michael Kornahrens

Vice President



Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University

Clint Sockman

Vice President



Clint joined Advanced Roofing in 1998 and is responsible for overseeing the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Construction Specifications Institute (CSI).

Kevin Kornahrens

Executive Vice President



Kevin started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the UM. B.S. Degree in Management Information Systems, from FSU. B.A. Degree in Marketing, from FSU. B.A. Degree in Multinational Business from FSU.

Jessica Kornahrens

Senior Project Manager



Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversees multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors.

Education: B.S. Degree in Psychology, from Florida State University. B.S. Degree in Business Management, from Florida State University.

Jason Carruth

Branch Manager, Central and North Florida



As a third-generation roofer and Licensed Florida Roofing Contractor (CCC), Jason has made roofing an integral part of his life, and his experience spans every type of roofing system, from residential to large-scale commercial projects. With more than 12 years of experience with Advanced Roofing and nearly 25 years as a professional in the roofing industry, he is the go-to-guy for anything and everything roof-related. When not overseeing operations for the Central and North Florida offices, you can find him on his bike, cycling for a fundraiser or taking the scenic route on a remote trail in Central

Education: Wingate University, Major in Mathematics



Paul Murphy
HVAC Service Manager

Paul joined Advanced Roofing Inc. in 2017 and is the HVAC Service Manager that manages the daily operations of the HVAC division.

Experience: Paul has over 18 years of experience in the HVAC experience with 8 years of experience as a service manager. Paul has extensive knowledge on water cooled systems, chillers and cooling towers.

Education: Broward College, Majoring in Business Administration. VFD Certification.



Bryan Cardona
Safety Director

Bryan joined Advanced Roofing in 2013 and is the company wide Safety Director.

Experience: Bryan has a decade of experience in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Roofing is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

Education: OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.

FULL TIME EMPLOYEES	
Officials, Managers & Supervisors	101
Professionals	49
Sales Workers	8
Office & Clerical	38
Craftsman (Skilled)	260
Operatives (Semi-Skilled)	7
Laborers (Unskilled)	92
Service Workers	2
Apprentice	15
Interns/Co-Ops	2
Total	574



SUPERVISORY & STAFFING CAPABILITIES

Advanced Roofing, Inc.'s methodology and approach is unique in its structure because our set up is based on 39 years of real-life experience within the roofing industry.

We have the capacity of tailoring our system to the needs of the project regardless of the size and contract requirements. Pre-job planning, documentation and communication are key to our operations.

In order to execute the project in a timely, cost-effective and quality manner, we invest quality time with our full team of Estimators, Engineers, Project Managers and Construction Team prior to commencement of all our field operations; again regardless of the size of the project. The typical size of our crew is 8-10 men, this can vary as required per project.

Our pre-project planning process is quite extensive. The entire team must understand all phases of the project in order to maintain an efficient line of communication throughout the project. Each member is provided with a project binder which includes the following information:

- Contact Names and Numbers
- Emergency Procedures
- Scope of Work, Project Plans/Specifications
- Material Listing, MSDS Sheets
- Project Schedule
- Permit Information

Our Project Team assembles once a week or as needed to discuss project status and if necessary, effect any changes that may be required to maintain efficiency and schedule. Each member is equipped with Nextel radios and cellular phones with email access to maintain communication at all times.

Training of our field and office personnel is ongoing and is accomplished through on-site hands-on training classes provided by the various manufacturers we are approved by. The field staff and apprentices go through a three year training program

The President and Vice President attended a TQM class developed by the National Roofing Contractors Association through the University of Chicago Business College. Our Executive Management Team meets twice a month with a two hour "huddle" meeting and once a month for an all day executive meeting off site.

Advanced Roofing, Inc. also has a full fleet that consists of dump trucks, cranes, boom trucks, flat beds, kettles, and more. By offering these services in-house, we're able to provide our customers more for their money. And that's one of our professional solutions.

We use various computer based applications for tracking a project from the inception of the project to its completion. We have developed our in-house software "RFP Manager" for tracking all in-coming projects. We also utilize Roof Express, CAD Program, Spitfire Project Management Software, and Solomon Accounting Software.



SUBCONTRACTORS

Advanced Roofing, Inc. does not routinely utilize subcontractors. Over the past 38 years, Advanced Roofing, Inc. has put money back into the company and community.

- We have our own fleet of vehicles that include trucks, cranes, semi-tractor trailers, hydro, tower crane, equipment and dump trucks to haul our roofing debris. This allows Advanced Roofing, Inc. the control of having trailers at our disposal when we need them and therefore allows for a smoother project.
- We also have our own state-licensed Air Conditioning Division – This allows us to coordinate the shutdown and raising of the air conditioning units on the roof.
- We also have our own state-licensed Electrical Division – This allows which allows us to handle the electrical needs for roofing and solar projects.
- Lightning Protection Division
- In-house Sheet Metal Division – where we fabricate our own metal.
- We are a licensed General Contractor – which allows us to handle small contracting items on the roof.
- Certified Solar/PV system installer for renewable energy projects.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

*Advanced Roofing, Inc. actively participates in minority, CBE and/or small disadvantaged business contracting and utilize whenever possible.

LICENSES	
Roofing	CCC024413
Solar	CVC56792
General Contractor	CGC1507377
Mechanical – Class A	CAC1818806
Electrical	EC13006050
Professional Engineer (2)	PE36852 / PE85793
NABCEP Certifications (2)	PV-101913-002781 / PVSI-072019-028634 PV-120521-013589

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
7	EQUIPMENT-TRAILER FLAT BED	1980 TRAILER - FLATBED
12	EQUIPMENT-KETTLE	1988 KETTLE -- BLACKWELL 385GAL-88
16	EQUIPMENT-DUMP TRAILER	1978 DORSEY GRAVEL TRAILER 23 YD
20	EQUIPMENT-DUMP TRAILER	1974 FRUEHAUFF GRAVEL TRAILER
32	EQUIPMENT-TRAILER FLAT BED	1960 MILLER TRAILER
39	EQUIPMENT-DUMP TRAILER	1968 Trailer, Dump 20yd
67	VEHICLE-BOOM TRUCK	1995 CRANE -- INTERNATIONAL
72	EQUIPMENT-DUMP TRAILER	1988 TRAILER 50 YD. DUMP BODY
98	EQUIPMENT-DUMP TRAILER	1977 TRAILER -- 26' PENN DUMP 32YD
107	EQUIPMENT-FORKLIFT	1983 TOYOTA FORKLIFT MODEL 40FG15
111	VEHICLE-TRUCK FLAT BED	1993 CREW CAB -- LG INT'L
116	EQUIPMENT-KETTLE	1994 KETTLE 1000 GALLON
117	EQUIPMENT-TRAILER MINI FLAT BED	2000 TRAILER, 18 FT. UTILITY
127	EQUIPMENT-CRANE	1980 CRANE -- 65 TON GROVE TMS865
145	VEHICLE-SEMI TRACTOR	1990 TRACTOR - MACK CH613
153	VEHICLE-TRUCK CREW CAB FLAT BED	1999 CHEVY C3500 CREW CAB
162	VEHICLE-BOOM TRUCK	2000 STERLING LT7500 CRANE
167	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
168	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
170	VEHICLE-DUMP TRUCK	1988 INTERNATIONAL S2500 DUMP BODY
171	EQUIPMENT-TRAILER BOX	1997 TRAILER, HAUL BLUE
172	VEHICLE-BOOM TRUCK	2001 STERLING LT8500 BOOM-- 23TON
187	EQUIPMENT-TRAILER PRESSURE WASH	2000 TRAILER, REVIVE ALL CLEANING SYSTE
192	EQUIPMENT-KETTLE	1992 KETTLE
205	EQUIPMENT-BOBCAT	2002 BOBCAT 743 - G
207	EQUIPMENT-TRAILER BOX	2002 Haulmark 7X14
208	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
209	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
211	EQUIPMENT-GOLF CART	2000 PLATFORM GOLF CART
214	VEHICLE-TRUCK PICK UP	2003 CHEVY 2500 HD PICK-UP SINGLE CAB
218	VEHICLE-TRUCK CREW CAB FLAT BED	2003 FORD F350 DRW CREW CAB
220	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
222	VEHICLE-TRUCK BOX	2003 GMC W3500 BOX TRUCK
223	VEHICLE-TRUCK UTILITY BODY	2003 CHEVY 2500 UTILITY BODY
224	VEHICLE-VAN	2003 CHEVY 3500 EXT. CARGO VAN
225	VEHICLE-VAN	2003 CHEVY 3500 EXT. CARGO VAN
227	VEHICLE-TRUCK PICK UP	2004 CHEVY 2500 HD EC P/U
229	EQUIPMENT-VAC UNIT	2003 VECLOADOR 624 VACUUM
231	VEHICLE-TRUCK UTILITY BODY	2004 FORD F350 UTILITY BODY
233	EQUIPMENT-FORKLIFT	2004 TOYOTA FORKLIFT MODEL 7FGCU25FSV
234	VEHICLE-SEMI TRACTOR	2004 TRACTOR - PETERBILT 385
235	VEHICLE-TRUCK UTILITY BODY	2004 CHEVY 3500 UTILITY BODY
239	VEHICLE-TRUCK CREW CAB FLAT BED	2004 FORD F350 CREW CAB
243	VEHICLE-BOOM TRUCK	2004 STERLING 23 TON TRUCK CRANE
245	VEHICLE-TRUCK PICK UP	2004 CHEVY 2500 SILVERADO P/U EXT CAB
246	EQUIPMENT-KETTLE	2003 KETTLE 300G, GARLOCK ARI#00294
247	VEHICLE-TRUCK CREW CAB FLAT BED	2004 FORD F350 CREW CAB
248	VEHICLE-TRUCK BOX	2004 GMC W3500 BOX TRUCK
249	VEHICLE-TRUCK BOX	2004 GMC W3500 BOX VAN
253	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 SILVERADO EXT CAB
254	VEHICLE-TRUCK PICK UP	2005 CHEVY 1500 SIVERADO EXT CAB
255	VEHICLE-TRUCK PICK UP CREW CAB MINI	2005 CHEVY COLORADO CREW CAB
259	VEHICLE-TRUCK BOX	2005 GMC W3500 BOX TRUCK
260	VEHICLE-TRUCK PICK UP CREW CAB MINI	2005 CHEVY COLORADO CREW CAB
263	VEHICLE-VAN	2005 CHEVY 3500 VAN
264	VEHICLE-TRUCK CREW CAB FLAT BED	2005 FORD F350 CREW CAB
265	VEHICLE-TRUCK CREW CAB FLAT BED	2005 FORD F350 CREW CAB
268	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
269	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO
270	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX VAN ORLANDO
271	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 EXT CAB ORLANDO
272	VEHICLE-TRUCK PICK UP	2005 CHEVY 2500 EXT CAB ORLANDO
274	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB ORLANDO
275	EQUIPMENT-FORKLIFT LULL	2005 JCB FORKLIFT MODEL 506C HL 6K
277	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
278	EQUIPMENT-GOLF CART	2002 YAMAHA GOLF CART AIRPORT
280	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
281	EQUIPMENT-FORKLIFT LULL	2006 JLG LULL FORKLIFT 10K 1044C-54 Series II
282	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO EXT. CAB
283	VEHICLE-BOOM TRUCK	2006 STERLING LT7501 TRUCK (12/22/05)
284	VEHICLE-BOOM TRUCK	2006 STERLING LT7501 TRUCK (12/22/05)
285	VEHICLE-ROLLOFF	2006 Model CV713 MACK ROLLOFF
287	VEHICLE-TRUCK PICK UP	2006 GMC SIERRA 2500 HD E/C
288	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
289	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
290	EQUIPMENT-CRANE	2006 CRANE LINKBELT 75TON
294	EQUIPMENT-TRAILER MINI FLAT BED	2001 TRAILER, FLAT BED
295	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
296	VEHICLE-TRUCK UTILITY BODY	2006 CHEVY 2500 UTILITY BODY
297	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
299	VEHICLE-TRUCK FLAT BED	2006 FORD F550 FLAT BED
300	VEHICLE-TRUCK CREW CAB FLAT BED	2006 FORD F350 CREW CAB
302	VEHICLE-TRUCK BOX	2005 GMC W4500 BOX TRUCK
304	VEHICLE-TRUCK BOX	2005 GMC W3500 BOX TRUCK
305	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
306	VEHICLE-TRUCK PICK UP	2006 CHEVY 1500 SILVERADO
310	VEHICLE-VAN	2006 CHEVY 3500 EXPRESS VAN
311	VEHICLE-SUV	2007 GMC YUKON DENALI
315	EQUIPMENT-DUMP TRAILER	1980 TRAILER, 50 YD ALUM.DUMP
316	EQUIPMENT-TRAILER BOX	2005 HAULMARK WHITE TANDEM TRAILER
318	VEHICLE-TRUCK CREW CAB PICK UP	2007 CHEVY SILVERADO CLASSIC 2500 C/C
319	VEHICLE-TRUCK UTILITY BODY	2006 CHEVY, SILVERADO UTILITY BODY
323	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX TRUCK
325	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX VAN
327	EQUIPMENT-TRAILER PANEL	2000 PANEL MECHANICS - TRAILER
328	EQUIPMENT-TRAILER PANEL	1999 PANEL MECHANICS - TRAILER
329	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
330	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
331	EQUIPMENT-LIFT SCISSOR	JLG SCISSOR LIFT 4394RT
332	EQUIPMENT-LIFT SCISSOR	JLG SCISSOR LIFT 4394RT
333	EQUIPMENT-MANLIFT	JLG MANLIFT 450AJ
335	EQUIPMENT-LIFT SCISSOR	JLG 2630 ES
336	EQUIPMENT-TRAILER MINI FLAT BED	2005 LAWR 25 FT TRAILER
337	VEHICLE-DUMP TRUCK	2003 FORD F550 4 YARD MASON DUMP
338	EQUIPMENT-ATV	GATOR 6X4 ATV
339	EQUIPMENT-TRAILER LOWBOY	1998 LOW BOY TRAILER
340	VEHICLE-TRUCK BOX	2006 IZUZU NPR BOX TRUCK
341	VEHICLE-TRUCK BOX	2006 GMC W3500 BOX TRUCK
342	VEHICLE-VAN	2007 CHEVY 3500 EXT. CARGO VAN
344	VEHICLE-TRUCK CREW CAB PICK UP	2007 CHEVY SILVERADO CLASSIC 2500 C/C
345	VEHICLE-TRUCK PICK UP	2007 CHEVY SILVERADO 1500 P/U
346	VEHICLE-TRUCK PICK UP	2007 CHEVY SILVERADO 1500 P/U
347	VEHICLE-TRUCK BOX	2006 IZUZU NPR BOX TRUCK
350	EQUIPMENT-TRAILER MINI FLAT BED	2003 MINI-FLATBED TRAILER
352	EQUIPMENT-SHEET METAL	Engel HB-800p-18
353	EQUIPMENT-GENERATOR	2006 TOWABLE GENERATOR

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
354	EQUIPMENT-SHEET METAL	2005 BENDER MACHINE
356	EQUIPMENT-GENERATOR	MAGNUM MMG125 GENERATOR-TG35
361	EQUIPMENT-LIGHT TOWER	1999 LIGHT TOWER MODEL R57008
362	EQUIPMENT-LIGHT TOWER	1999 LIGHT TOWER MODEL R57008
363	EQUIPMENT-SHEET METAL	HOT MELT TRCHNOLOGIES IN-SEAM SEALANT
365	EQUIPMENT-GENERATOR	Onan 100 Kw - 100 0DYC-15R/18851J
366	VEHICLE-CAR	2008 LEXUS LS600H
368	EQUIPMENT-LIGHT TOWER	2000 TEREX LIGHT TOWER
369	EQUIPMENT-LIGHT TOWER	2000 TEREX LIGHT TOWER
372	VEHICLE-DUMP TRUCK	2001 INTERNATIONAL
377	EQUIPMENT-TRAILER BOX	2009 Forest River / GAVHW58SA
380	EQUIPMENT-TRAILER SOLAR	2010 OnTheRoad trailer, ZeroBase H Series 3000w
383	EQUIPMENT-LEISTER ROBOT	2010 VARIMAT V2 LEISTER TRIAC "S" W/TOOL BOX
384	EQUIPMENT-TRAILER BOX	2007 American Hauler Model AF8570JA2
386	VEHICLE-TRUCK PICK UP	2012 CHEVROLET SILVERADO 1500
387	EQUIPMENT-RHINOBOND	2012 Rhinobond machine
389	VEHICLE-TRUCK PICK UP	2012 Chevy Silverado 1500 lt
390	VEHICLE-TRUCK PICK UP	2012 Chevy Silverado 1500 lt
394	VEHICLE-TRUCK BOX	2013 IZUZU NPR BOX TRUCK
395	VEHICLE-TRUCK PICK UP	2013 CHEVROLET SILVERADO 1500
396	VEHICLE-TRUCK PICK UP	2013 CHEVROLET SILVERADO 1500
397	EQUIPMENT-TRAILER MINI FLAT BED	2013 Better Built Trailer
399	EQUIPMENT-LEISTER ROBOT	Varimat V2 Robot
401	VEHICLE-TRUCK BOX	2013 IZUZU NPR BOX TRUCK
402	VEHICLE-SUV	2014 Lexus Gx460 SUV
403	EQUIPMENT-FORKLIFT	Kalmar Model P50BXPS
405	VEHICLE-CAR	2015 Tesla Model S 85kwh
406	VEHICLE-TRUCK BOX	2015 IZUZU NPR BOX TRUCK
407	VEHICLE-TRUCK BOX	2015 IZUZU NPR BOX TRUCK
408	EQUIPMENT-WELDER	BLW-400SSW2
409	EQUIPMENT-CHARRIOT	2015 Mustang Hydraulic Workhouse Garlock
410	EQUIPMENT-SPRAY RIG	
411	EQUIPMENT-FOAM CORE TOOL	
412	VEHICLE-TRUCK FLAT BED	2000 F-650
417	VEHICLE-TRUCK CREW CAB FLAT BED	2007 F-450 WCrew
418	VEHICLE-TRUCK PICK UP MINI	2007 Ranger
420	VEHICLE-VAN	2008 E250 Van
423	VEHICLE-VAN	2013 E250 Van
425	VEHICLE-VAN	2014 E250 Van
426	VEHICLE-VAN	2008 E250 Van
428	VEHICLE-TRUCK PICK UP	2011 F-150
430	EQUIPMENT-FORKLIFT	Yale 5000lb Forklift
431	EQUIPMENT-SHEET METAL	HuDan Model QC12Y-12X3200 10' Hydraulic Sheer
432	EQUIPMENT-SHEET METAL	Roto Die Hydraulic Bender Model 15, 10' Mechanical Brake
435	EQUIPMENT-TRAILER FLAT BED	2015 Northstar Sportstar I
436	VEHICLE-TRUCK PICK UP	2000 Ford F250
437	EQUIPMENT-LEISTER ROBOT	
439	EQUIPMENT-CHARRIOT	2015 Garlock R800 Charriot
440	EQUIPMENT-CHARRIOT	2015
441	VEHICLE-TRUCK PICK UP	2015 Silverado 1500
442	VEHICLE-SUV	2015 Audi SUV Q7
443	EQUIPMENT-SHEET METAL	Plazma Machine
444	EQUIPMENT-SPRAY RIG	2015 Model PA-25
445	EQUIPMENT-ATV GATOR	2015 John Deere Gator HPX
446	EQUIPMENT-FORKLIFT LULL	Terex 56' 1056-0022
447	VEHICLE-TRUCK PICK UP	2016 Silverado 1500 crew cab
448	VEHICLE-CAR	2015 Chevy Equinox
449	EQUIPMENT-ROOF WARRIOR	2015 Garlock

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
450	EQUIPMENT-PACE CART2	2015 Pace Cart 2
451	EQUIPMENT-PACE CART2	2015 Pace Cart 2
452	EQUIPMENT-TRAILER FLAT BED	2013 Triple Crown Trailer
453	EQUIPMENT-FORKLIFT LULL	2006 Terex 1056-0027 56' 10k lull
454	EQUIPMENT-ATV	2016 Polaris Ranger 570 Model #R16RCA57A1
455	EQUIPMENT-ATV	2016 Polaris Ranger 570 Model #R16RCA57A1
456	EQUIPMENT-ATV	2016 Polaris Ranger 900 Model #R16RVA87A1
457	EQUIPMENT-TRAILER MINI FLAT BED	2015 North Star Utility trailer
458	EQUIPMENT-TRAILER MINI FLAT BED	2016 North Star Utility trailer
459	EQUIPMENT-TRAILER FLAT BED	2016 Better Built 7ton
460	EQUIPMENT-TRAILER BOX	2016 Lark United box trailer
461	EQUIPMENT-FORKLIFT LULL	2012 TEREX 19'
462	EQUIPMENT-TRAILER BOX	2016 Pace JT85X20TE3 8.5'X20'
463	VEHICLE-TRUCK CREW CAB FLAT BED	2015 Chevy Silverado 3500 Crew cab
464	EQUIPMENT-ROOF WARRIOR	2016 Garlock Roof Warrior
465	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
466	EQUIPMENT-FORKLIFT LULL	644
467	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
468	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
469	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
470	VEHICLE-SUV	2016 Chevy Tahoe LTZ
471	VEHICLE-BOOM TRUCK	2017 Peterbilt Model 348
472	VEHICLE-TRUCK PICK UP	2015 Chevy Silverado LT 4 door
473	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
474	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
475	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
476	EQUIPMENT-BOBCAT	2014 T750 Bobcat Track Loader
477	EQUIPMENT-MINI EXCAVATOR	2014 T4 E42 Bobcat Compact Excavator
478	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
479	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
480	EQUIPMENT-RHINO BOND	2016 OMG Rhino Bond machine
481	VEHICLE-TRUCK PICK UP	2016 Chevy Silverado LT Z71 4X4
483	VEHICLE-TRUCK BOX	2005 Freightliner DCX Sprinter
485	VEHICLE-TRUCK CREW CAB FLAT BED	2001 Ford F450
486	VEHICLE-TRUCK CREW CAB FLAT BED	2002 Ford F450
490	VEHICLE-TRUCK CREW CAB FLAT BED	2006 Ford F450
491	VEHICLE-ROLLOFF	2004 Sterling LT7501
492	VEHICLE-BOOM TRUCK	2004 Sterling
493	VEHICLE-TRUCK PICK UP MINI	2002 Ford Ranger
496	EQUIPMENT-TRAILER DUMP	2003 High Lift Trailer
497	EQUIPMENT-TRAILER DUMP	2003 High Lift Trailer
501	VEHICLE-TRUCK CREW CAB FLAT BED	2000 Ford F450
503	VEHICLE-DUMP TRUCK	2007
504	VEHICLE-TRUCK BOX	2005 DCX Sprinter
510	VEHICLE-VAN FREIGHTLINER	2006 Freightliner
512	EQUIPMENT-SHEET METAL	1998 Zimmerman trailer with model CRP-2000 roof panel machine
514	EQUIPMENT-FORKLIFT	2006 Linde H25T
516	EQUIPMENT-BOBCAT	Bobcat 463
517	VEHICLE-TRUCK PICK UP CREW CAB MINI	2016 Chevrolet Colorado
518	VEHICLE-SUV	2016 Tesla Model X 75D
519	VEHICLE-VAN TRANSIT	2016 Transit T2500 Ford
521	VEHICLE-TRUCK PICK UP CREW CAB MINI	2016 Chevy Colorado crew cab long bed
522	VEHICLE-SUV	2003 Ford Excursion
523	VEHICLE-TRUCK PICK UP	2017 Ford F250
524	EQUIPMENT-PACE CART3	2016 OMG PACE CART 3
525	EQUIPMENT-PACE CART3	2016 OMG PACE CART 3
526	EQUIPMENT-PACE CART2	2016 OMG PACE CART 2
527	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
528	VEHICLE-TRUCK PICK UP	2017 Chevy Silverado 1500
529	EQUIPMENT-SHEET METAL	2016 Tennsmith Model LM1014F 10'X14-gauge
530	EQUIPMENT-SHEET METAL	2012 Schechtl Meal Break MAX310/CNC
531	VEHICLE-TRUCK BOX	2016 IZUZU NPR BOX TRUCK
533	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford
534	VEHICLE-VAN TRANSIT	2017 Transit T2500 Ford
536	EQUIPMENT-FORKLIFT	Toyota 8FGCU15
537	EQUIPMENT-FORKLIFT	Toyota 8FGCU15
538	EQUIPMENT-PACE CART3	PACE CART 3
539	EQUIPMENT-PACE CART3	PACE CART 3
540	EQUIPMENT-PACE CART3	PACE CART 3
541	EQUIPMENT-PACE CART3	PACE CART 3
542	EQUIPMENT-RHINO BOND	RBT005
543	EQUIPMENT-RHINO BOND	RBT005
544	EQUIPMENT-RHINO BOND	RBT005
545	EQUIPMENT-RHINO BOND	RBT005
546	EQUIPMENT-LEISTER ROBOT	Verimat 2
547	EQUIPMENT-LEISTER ROBOT	Verimat 2
548	EQUIPMENT-SHEET METAL	ROLLFORMER
549	VEHICLE-TRUCK UTILITY BODY	2010 CHEVY 2500
551	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado crew cab long bed
552	VEHICLE-TRUCK CREW CAB FLAT BED	2017
553	VEHICLE-TRUCK UTILITY BODY	2017 Chevy Silverado 2500
554	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
555	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
556	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
557	VEHICLE-TRUCK CREW CAB FLAT BED	2017 Chevy 3500
558	VEHICLE-TRUCK UTILITY BODY	2016 Chevy 1500
559	VEHICLE-BOOM TRUCK	2007 International 5000,
560	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
561	VEHICLE-TRUCK CREW CAB PICK UP	2017 Chevy 2500HD Silverado Crew cab
562	EQUIPMENT-RHINO BOND	2017 OMG Rhinobond machine
563	EQUIPMENT-FORKLIFT LULL	2008 Genie GTH 1056, 1056-31
564	EQUIPMENT-CHARRIOT	2017 R-800
565	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
566	EQUIPMENT-CHARRIOT	2017 R-800
567	VEHICLE-TRUCK UTILITY BODY	2017 F450
568	VEHICLE-VAN TRANSIT	2017 Ford 2500 Transit Van
569	EQUIPMENT-FORKLIFT LULL	Terex 1056-0060
570	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
571	VEHICLE-TRUCK BOX	2017 IZUZU NPR BOX TRUCK
572	VEHICLE-TRUCK BOX	2018 IZUZU NPR BOX TRUCK
573	EQUIPMENT-TRAVEL TRAILER	2006 Coachman travel trailer
574	EQUIPMENT-TRAVEL TRAILER	2009 Cyclone travel trailer
575	EQUIPMENT-TRAVEL TRAILER	2017 Jay Co travel trailer
576	VEHICLE-TRUCK PICK UP	2015 Chevy K2500 Silverado
577	VEHICLE-TRUCK PICK UP	2017 Chevy 1500 Silverado
578	VEHICLE-TRUCK CREW CAB FLAT BED	2018 Chevy 3500 crew cab stake bed
579	VEHICLE-TRUCK CREW CAB FLAT BED	2018 Chevy 3500 crew cab stake bed
580	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado
581	VEHICLE-TRUCK PICK UP CREW CAB MINI	2017 Chevy Colorado
582	VEHICLE-VAN TRANSIT	2017 Ford Transit T250
583	VEHICLE-VAN TRANSIT	2017 Ford Transit T250
584	VEHICLE-TRUCK CREW CAB FLAT BED	2017 F350 with flat bed deck on back
586	EQUIPMENT-TRAILER DUMP GOOSENECK	2006 Anderson gooseneck dump trailer 30 yard
588	EQUIPMENT-TRAVEL TRAILER	2004 CoachMan gooseneck travel trailer
589	EQUIPMENT-GANTRY LIFT	Gantry lift made by R&R
590	EQUIPMENT-TRAILER GOOSENECK	2014 35' Gooseneck flat bed

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
591	EQUIPMENT-PACE CART3	2017 PACE CART 3
592	EQUIPMENT-TRAILER DUMP	2018 Big Tex 14LX-14BK-P4, 83"X14' w/4' sides
593	EQUIPMENT-TRAILER DUMP	2017 Big Tex 14LX-14BK-P4, 83"X14' w/4' sides
595	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018
596	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018
597	EQUIPMENT-GOLF CART	2016
598	EQUIPMENT-SHEET METAL	10M10 Shear
599	EQUIPMENT-PACE CART3	2018 PACE CART 3
600	EQUIPMENT-PACE CART3	2018 PACE CART 3
601	VEHICLE-TRUCK PICK UP	2017 1500 Silverado LT
602	EQUIPMENT-KETTLE HOT MELTER	
603	EQUIPMENT-PACE CART3	2018 PACE CART 3
604	EQUIPMENT-PACE CART3	2018 PACE CART 3
605	EQUIPMENT-SPRAYER	HYDRA M 4000, 13hp
606	VEHICLE-VAN TRANSIT	2018 T-25 Ford Transit van
607	VEHICLE-VAN TRANSIT	2018 T-25 Ford Transit van
608	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
609	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
610	VEHICLE-TRUCK PICK UP	2018 Chevy Silverado 1500 Service body
611	VEHICLE-CAR	2017 Chevy Bolt EV 5d Hatchback EV LT (2LT) (1FB48)
612	EQUIPMENT-FORKLIFT LULL	2013 JLG 1055
613	EQUIPMENT-FORKLIFT LULL	2013 JLG 1055
614	EQUIPMENT-FORKLIFT	2014 Toyota 8FGCU25 5,000lb
615	EQUIPMENT-FORKLIFT	2007 Toyota 7FDU45 10,000lb
616	VEHICLE-VAN TRANSIT	2018 Transit Connect
617	VEHICLE-VAN TRANSIT	2018 T15 Ford Transit Van
618	EQUIPMENT-THREADER	Pipe threader with stand
619	VEHICLE-CAR	2018 Toyota Prius 2
620	EQUIPMENT-VAC UNIT	2018 Vector 721 vac unit
622	EQUIPMENT-KETTLE HOT MELTER	
623	EQUIPMENT-GENERATOR	2018 Model number G0070432
624	EQUIPMENT-KETTLE	1996 Garlock 412 Genesis Kettle with fume recovery
625	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD
626	EQUIPMENT-FORKLIFT	2015 8FGCU25, 5,000LB Toyota
627	VEHICLE-VAN TRANSIT	2018 T25 Transit van
628	VEHICLE-VAN TRANSIT	2018 T25 Transit van
629	VEHICLE-VAN TRANSIT	2018 T25 Transit van
630	EQUIPMENT-KETTLE HOT MELTER	210 size
631	EQUIPMENT-KETTLE HOT MELTER	210 size
632	EQUIPMENT-GENERATOR	
633	EQUIPMENT-CRANE	2007 Grove GMK5165
634	VEHICLE-VAN	2018 Chevrolet Traverse LT
635	EQUIPMENT-LEISTER ROBOT	2018 Leister Varimat V2
636	EQUIPMENT-TRAILER FLAT BED	2018 Maxxd DOX10220 20'X102" flat bed trailer 14K gwvr
637	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018 Chevy Colorado crew cab long bed
638	VEHICLE-TRUCK PICK UP CREW CAB MINI	2018 Chevy Colorado crew cab long bed
639	VEHICLE-VAN TRANSIT	2018 T25 Transit van
640	VEHICLE-VAN TRANSIT	2018 T25 Transit van
641	VEHICLE-VAN TRANSIT	2018 T25 Transit van
642	VEHICLE-TRUCK BOX	2018 Isuzu HD Gas
643	EQUIPMENT-LEISTER ROBOT	2018 Leister Varimat V2
644	VEHICLE-VAN TRANSIT	2018 T25 Transit van
645	VEHICLE-TRUCK BOX Crew cab	2017 Isuzu NPR HD
646	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy Silverado crew cab flat bed
647	VEHICLE-VAN PASSENGER	2016 Transit T3500 Passenger van
648	EQUIPMENT-ROOF WARRIOR	
649	VEHICLE-CAR	2019 Chevy Bolt
650	VEHICLE-CAR	2018 Toyota Prius 2

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
651	EQUIPMENT-TRAILER BOX	2007 Box trailer
652	EQUIPMENT-RHINO BOND	Rhino bond machine
653	VEHICLE-TRUCK BOX	2018 GMC labeled NPR box truck
654	VEHICLE-TRUCK BOX	2018 GMC labeled NPR box truck
655	EQUIPMENT-TRAILER BOX	2012 Box trailer
656	VEHICLE-VAN	2013 Ford Econoline van E150 regular
657	VEHICLE-VAN	2014 Ford Econoline van E250 Cargo
658	VEHICLE-VAN	2007 Chevy van
659	VEHICLE-CAR	2019 Toyota Prius 2
660	EQUIPMENT-ROOFING	Soprema Mini-Macaden 1000
661	EQUIPMENT-SPRAY RIG	Patriot Spray rig P55 STSTIC spray package compete
662	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
663	EQUIPMENT-FORKLIFT	2011 8FGU30
664	VEHICLE-VAN TRANSIT	2018 Transit T2500 Ford
665	VEHICLE-TRUCK UTILITY BODY	2019 Chevy 2500 w/Service body
666	VEHICLE-VAN TRANSIT	2018 Transit T2500 Ford
667	EQUIPMENT-ATV	2018 John Deere 825MS S4 Gator
668	EQUIPMENT-ATV	2018 John Deere 825MS S4 Gator
669	VEHICLE-VAN TRANSIT	2018 Transit T15
670	EQUIPMENT-ROOFING	Soprema Mini-Macaden 1000
671	VEHICLE-TRUCK PICK UP	2019 Silverado Regular cab 1500
672	VEHICLE-TRUCK PICK UP	2019 F250 Super Duty Crew cab
673	EQUIPMENT-LEISTER ROBOT	2019 Varimat V2
674	EQUIPMENT-CRANE MINI	2019 Jekko SPX527CHD Mini Crane
675	EQUIPMENT-TRAILER BOX	2019 Cynergy 6'X12"
676	EQUIPMENT-CABLE PULLER	2019 C10K Cable Puller
677	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
678	EQUIPMENT-FORKLIFT	2013 8FGCU25, 5,000LB Toyota
679	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD crew cab
681	EQUIPMENT-TRAILER BOX	2019 Cynergy 5'X8' with ramp
682	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
683	VEHICLE-TRUCK UTILITY BODY	2020 2500 Crew cab service body
684	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR HD
685	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
686	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
687	VEHICLE-VAN TRANSIT	2019 Transit T2500 Ford
688	VEHICLE-TRUCK BOX Crew cab	2019 Isuzu NPR
689	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy 3500 crew cab stake bed
690	VEHICLE-TRUCK CREW CAB FLAT BED	2019 Chevy 3500 crew cab stake bed
691	VEHICLE-SEMI TRACTOR	2013 Cascadia semi
692	EQUIPMENT-SHEET METAL	65 Ton Adjustable Spreader Bar 24' to 42'
693	EQUIPMENT-HYDRAULIC HOIST	2019 Garlock Atlas Pro2000 hydraulic hoist
694	EQUIPMENT-FORKLIFT	2013 8FGCU25, 5,000LB Toyota
695	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
696	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
697	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Chevy Colorado crew cab
698	EQUIPMENT-HYDRAULIC HOIST	2019 Garlock Atlas Pro2000 hydraulic hoist
699	EQUIPMENT-LEISTER ROBOT	2019 Varimat V2
700	EQUIPMENT-CYCLONE	2020 Garlock Cyclone Extruder 515
701	EQUIPMENT-CYCLONE	2020 Garlock Cyclone Extruder 515
702	VEHICLE-TRUCK PICK UP	2020 Chevy Silverado 1500 Crew cab pick up
703	VEHICLE-VAN TRANSIT	2020 Transit T2500 Ford
704	VEHICLE-VAN TRANSIT	2020 Transit T2500 Ford
705	VEHICLE-VAN	2018 Chevy Express van 2500
706	VEHICLE-VAN	2018 Chevy Express van 2500
707	VEHICLE-VAN	2017 Chevy Express van 2500
708	EQUIPMENT-LEISTER ROBOT	2020 Verimat 2
709	VEHICLE-TRUCK CREW CAB FLAT BED	2020 Ford F350 Crew cab stake bed

EQUIPMENT LIST

Unit	Description	YEAR MAKE/MODEL
711	EQUIPMENT-SHEET METAL	2020 IW50-1P230, 50T Ironworker - 1p, 230v
712	EQUIPMENT-SHEET METAL	2020 IW50-3P230, 50T Ironworker - 1p, 230v
713	EQUIPMENT-RHINO BOND	2020 Rhinobond machine
714	EQUIPMENT-RHINO BOND	2020 Rhinobond machine
715	EQUIPMENT-SHEET METAL	2020 TK 1524 Spot Welder
716	VEHICLE-TRUCK FLAT BED	2007 Ford F450 dually flat bed. 14' bed
717	EQUIPMENT-ROOF WARRIOR	
718	EQUIPMENT-MOBILDOCK	Model 10MT24-2.2
719	VEHICLE-TRUCK FLAT BED	Isuzu NPR
720	VEHICLE-TRUCK UTILITY BODY	2021 2500 Silverado utility body
721	EQUIPMENT-MANLIFT, TOWABLE	2015 T350 JLG
722	VEHICLE-BOOM TRUCK	2005 Mack Granite truck Boom crane model 900A
723	EQUIPMENT-FORKLIFT LULL	2012 JLG 8042 telehandler
724	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
725	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
726	EQUIPMENT-PIPEBENDER	2021 Model B2000 Cyclone
727	VEHICLE-TRUCK PICK UP CREW CAB MINI	2020 Colorado crew cab LT
728	EQUIPMENT-FORKLIFT	2021 Doosan GC25S-9
729	VEHICLE-VAN TRANSIT	2021 Transit T2500 Ford
730	VEHICLE-TRUCK BOX	2021 Chevy 3500 LCF

Tab D

Financial Stability/Litigation and Debarment History

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200 Northstar Court | Sanford | Florida 32771



Year	Plaintiff	Defendant	Case No.	County	Court	Status	Comments/Project	Outcome
2017	ADVANCED ROOFING, INC.	KWA Engineers, Inc.	2017-30342-CICI	Volusia	Circuit	Closed	Contract Dispute with Engineer	Confidential Settlement
2017	ADVANCED ROOFING, INC.	Advanced Roofing Technologies of Florida, Inc. and Thomas A. Dieter	2017-005992-CA-01	Miami-Dade County	Circuit	Closed	Intellectual Property (not construction related)	Confidential Settlement
2017	ADVANCED ROOFING, INC.	42nd Street, LLC	Private Arbitration	Palm Beach	N/A	Closed	Non-payment for work performed.	Judgment in favor of Advanced Roofing
2017	ADVANCED ROOFING, INC.	FIRST STANDARD ASSURETY, LLLP, KENYON & PARTNERS, INC.	17-CA-001785	Hillsborough	CIRCUIT	Open	Non-payment for work performed.	Pending
2017	Henry and Jonadean Gonzalez	Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc., Phase II, and, Advanced Roofing	17-CA-1530	Hillsborough	Circuit	Closed	Minor Roof Leak	Confidential Settlement
2017	Habitat II Condo	Advanced Roofing, The Bri-Lan Group, Bromley Cook Engineering, Hillside Services, Glass America, Brian Wayne Vanderpool and Advanced Roofing & Renovations LLC	CACE-17-000342 (03)	Broward	Circuit	Closed	Third party complaint relating to HVAC work.	Dismissed
2017	Advanced Roofing, Inc.	Advanced Roofing, Inc.	CACE-17-004887	Broward	Circuit	Closed	Intellectual Property (not construction related)	Confidential Settlement
2017	Space Coast Credit Union	Advanced Roofing Inc, Michael Gillis et al.	CACE-17-006192	Broward	Circuit	Closed	Mortgage Foreclosure (not construction related)	Voluntary Dismissal
2018	Nationstar Mortgage LLC d/b/a Champion Mortgage Company	Joan Straitfield, Advanced Roofing Inc et al.	CACE-18-013822	Broward	Circuit	Redclosed	Mortgage Foreclosure (not construction related)	Final Judgment of Foreclosure in favor of Plaintiff
2018	Dennis Sylvester Bent And Cheri Clarke Bent	Advanced Roofing and Anthony Byron Bullard	CACE-18-019792	Broward	Circuit	Closed	Automobile related (not construction related)	Confidential Settlement.
2018	ADVANCED ROOFING, INC.	MARATHON PARADISE, INC.	CACE-18-018788	Broward	County	Closed	Non-payment for work performed.	Confidential Settlement
2019	Kathleen Phillips, as curator of the estate of Adam Saad Abdou-Essa	Advanced Roofing, Inc. and Carlos Varas	CACE-19-005054	Broward	Circuit	Closed	Automobile related (not construction related)	Confidential Settlement
2019	ADVANCED ROOFING, INC.	FIDELITY DEPOSIT & DEPOSIT COMPANY OF MARYLAND, et al.	2019-022013-CA-01 (25)	Miami-Dade	Circuit	Closed	Non-payment for work performed.	Confidential Settlement
2019	ADVANCED ROOFING, INC.	SAND DOLLAR I, INC.	CA19-0785 (Div. 55)	St. Johns	Circuit	Closed	Non-payment for work performed.	Confidential Settlement
2019	ADVANCED ROOFING, INC.	VAA ENTERPRISES, LLC	2019 31854 COCI	Volusia	County	Closed	Non-payment for work performed.	Confidential Settlement
2019	ADVANCED ROOFING, INC.	MASTRO IMPORTS	COWE-19-005726	Broward	County	Closed	Non-payment for work performed.	Confidential Settlement
2019	Advanced Roofing, Inc.	Lake Point Tower Condominium Inc	CACE-19-007636	Broward	Circuit	Closed	Contract Dispute with Owner	Voluntary Dismissal
2019	Wells Fargo Bank, N.A.	Leanne Rose Page, and Advanced Roofing Inc.	CACE19023386	Broward	Circuit	Closed	Mortgage Foreclosure (not construction related)	Dismissed
2019	ADVANCED ROOFING, INC.	ARGONAUT INSURANCE CO.	19-CV-61701-RS/AOV	Southern District of Florida	Federal	Closed	Non-payment for work performed.	Confidential Settlement

Year	Plaintiff	Defendant	Case No.	County	Court	Status	Comments/Project	Outcome
2019	ADVANCED ROOFING, INC.	VILLAS OF OCEAN DUNES ASSOCIATION, INC.	50-2019-CA-014407-XXXX-MB (AO) (MOVED TO PRIVATE)	Palm Beach	N/A	Closed	Non-payment for work performed.	Confidential Settlement
2020	ADVANCED ROOFING, INC.	Gator Delray, L.C.	CACE-20-002444(09)	Broward	Circuit	Closed	Non-payment for work performed.	Confidential Settlement
2020	ADVANCED ROOFING, INC.	Gator Sheridan, Inc.	COWE-20-003446(83)	Broward	County	Closed	Non-payment for work performed.	Confidential Settlement
2020	Eric Yogel	Advanced Roofing Inc	502020CA001593XXXXMB	Palm Beach	Circuit	Closed	Property damage	Confidential Settlement.
2020	Ignacio Diaz and Sara Diaz	Olypus Insurance Company and Advanced Roofing, Inc.	2020-003366-CA-01	Miami-Dade	Circuit	Closed	Roof leak.	Confidential Settlement.
2020	Hollywood Comica and Collectibles, Inc.	Citrus Park Mail Owner LLC, and Advanced Roofing, Inc. and Ramirez Roofing, Inc.	20-CA-1799 DIV K	Hillsborough	Circuit	Closed	Property damage	Confidential Settlement.
2020	ADVANCED ROOFING, INC.	Burke Construction, Inc. et al.	2020-006234-CA-01 (32)	Miami-Dade	Circuit	Closed	Non-payment for work performed.	Confidential Settlement.
2020	Olden McKinnis	Advanced Roofing, Inc.	CACE-20-005571 (14)	Broward	Circuit	Closed	Alleged employment discrimination (not construction related)	Confidential Settlement.
2020	Carmen Hernandez and Matthew Hernandez	Advanced Roofing, Inc and Danwing Silva	2020-005630-CA-01	Miami-Dade	Circuit	Closed	Automobile related (not construction related)	Confidential Settlement.
2020	Reinaldo Carbonell Delgado	Juan Carlos Navarro and Advanced Roofing Inc.	2020-016780-CA-01	Miami-Dade	Circuit	Closed	Automobile related (not construction related)	Confidential Settlement.
2020	Dave Bell	Kerlot Saintsurin and Advanced Roofing Inc.	50-2020-CA-005847-MB	Palm Beach	Circuit	Closed	Automobile related (not construction related)	Confidential Settlement.
2020	Mauricio Solis	Advanced Roofing Inc.	2020-026387-CA-01	Miami-Dade	Circuit	Closed	Alleged retaliation (not construction related)	Confidential Settlement.
2020	Universal Property Casualty Insurance Company	Advanced Roofing Inc. and Key Islander Condominium Association Inc	2020-027854-SP-05	Miami-Dade	County	Closed	Minor Water Damages (less than \$8,000)	Confidential Settlement.
2020	Advanced Roofing, Inc.	Travelers Casualty	CACE-20-015449 (14)	Palm Beach	Circuit	Closed	Non-payment for work performed.	Confidential Settlement.
2020	Joshua Robbins	Advanced Roofing, Inc.	CACE-20-014775 (08)	Broward	Circuit	Closed	Employment related (not construction related)	Dismissed
2021	Park Place Condo	Advanced Roofing, Inc.	CACE-21-002028	Broward	Circuit	Closed	Expansion joint leaks and repairs	Confidential Settlement.
2021	ADVANCED ROOFING, INC.	Advanced Roofing South, LLC	21-CA-000013-P	Monroe	Circuit	Open	Intellectual Property (not construction related)	Pending
2021	Everett and Mary Sprigler	Regatta at Vanderbilt Condo; T-Mobile; Belacom; Advanced Roofing, Inc.	11-2019-CA-004703-001	Collier	Circuit	Closed	Condo unit owner leak claim	Confidential Settlement.
2021	ADVANCED ROOFING, INC.	Concorde Group Holdings, LLC	CACE-21-005191 (12)	Broward	Circuit	Closed	Non-payment for work performed	Confidential Settlement.
2021	Prudes Wig Studio	Advanced Roofing, Inc.	2020-007824-CA-01 (05)	Miami-Dade	Circuit	Closed	Tenant property damage	Confidential Settlement.
2021	Castile Key Insurance	Advanced Roofing, Inc.	CC21-3510	St. Johns	County	Open	Unit owner property damage	Pending
2022	ADVANCED ROOFING, INC.	Federal Insurance Company	2022-007776-CA-01	Miami-Dade	Circuit	Closed	Non-payment for work performed.	Voluntary Dismissal
2022	ADVANCED ROOFING, INC.	Bande Construction, Inc.	22-003605-CI (13)	Pinellas	Circuit	Open	Non-payment for work performed	Pending



CC-C024413

ESTABLISHED 1983

Tab E

References

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FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent 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: Orange County
Contact Person: Taneya Simpson
City, State: Orlando, FL
Telephone Number: 407-836-7482
Email Address: Taneya.Simpson@ocfl.net
Description of goods/services provided: County Wide Roof Maintenance and Repairs Contract
Contract Amount: Varies based on awarded work - \$1,164,595.58
Start/End Date of Contract: February 3, 2020 - Present
2. Company Name: Volusia County
Contact Person: Kamron Gardner
City, State: Deland, FL 32720
Telephone Number: 386-248-1760 ext 11271
Email Address: kgardner@volusia.org
Description of goods/services provided: Professional Roof Repairs and Maintenance
Contract Amount: Varies based on awarded work - \$631,622.95
Start/End Date of Contract: March 16, 2018 - Present
3. Company Name: City of Kissimmee
Contact Person: RJ Littlefield
City, State: Kissimmee, FL 34741
Telephone Number: 407-847-2821 ext. 2622
Email Address: RANDALL.LITTLEFIELD@kissimmee.gov
Description of goods/services provided: Roofing Maintenance and Repairs
Contract Amount: Varies based on awarded work - \$310,433.06
Start/End Date of Contract: November 3, 2020

This document must be completed and returned with your Submittal.



Welcome
Rose Brittain

≡ MENU

Company Information

Company Name

Advanced Roofing Inc.

Company ID Number

175608

Doing Business As (DBA) Name

--

DUNS Number

--

Physical Location**Address 1**

1950 NW 22 Street

Address 2

--

City

Fort Lauderdale

State

FL

Zip Code

33311

County

BROWARD

Mailing Address**Address 1**

--

Address 2

--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
592360591

Total Number of Employees
100 to 499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

[View / Edit](#)

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites
2

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

View Original MOU Template

[View MOU](#)

For more information contact us at 888-464-4218 or E-Verify@dhs.gov.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D9f) Approval to Waive Bidding Requirements for HVAC Services

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve waiving the formal bidding solicitation process for the evaluation and repairs to the Police Department and Fire Station #74 air conditioner systems.

SUMMARY: The Police Department facility was built in 2007. In 2018, the air conditioner chillers were replaced (ITB18-21). In 2022, the air conditioning ducts were cleaned due to evidence of dirt on the air vents. During the cleaning, it was discovered that many of the vent air valves (VAV's) that control the flow of air into various areas of the building were inoperable. Further review has revealed other corrosion of many components in the duct work and associated components. The air conditioning system continues to have ongoing failures and operational issues.

Fire Station #74 has experienced similar issues with the air conditioning system. The city has used numerous architects and vendors to come up with a holistic solution to the issues, but as of this date, the issues continue. The city has changed the ceiling style, added insulation, insulated duct work, installed lock boxes on the thermostats, and installed vents in the attic in order to resolve the issues at that location. None of the recommended actions have resolved the problems.

These systems are very complex and need a thorough evaluation from the beginning to the end of the air delivery system, including the control systems. This has not been done. The vendors used thus far have expertise in only portions of the systems and cannot fully evaluate and diagnose them in their entirety.

This request is to authorize a waiver of the formal bidding solicitation process in order to contact firms specializing in chillers and large commercial systems to perform a full evaluation and repair the entire system as a whole. A thorough evaluation will be conducted by an engineering firm already under contract with the City to develop the scope of work. After which time, staff will obtain at least two quotes from vendors capable of performing the work.

Waiving the bidding requirements will allow for the completion of both projects within three to four months (before summer and peak hurricane season) versus nine to ten months.

PRESENTER: Lynn Stevens

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 2/24/2023
Julia Wiggins	Approved - 2/24/2023
Tom DiEulio	Approved - 2/24/2023
Junos Reed	Approved - 2/24/2023
Lynn Stevens	Approved - 2/24/2023
John McKinney	Approved - 2/24/2023
Matthew Jones	Approved - 2/27/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D10) Approval of Sanctuary on Spruce Creek Traffic Enforcement Agreement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve a Traffic Enforcement Agreement with The Sanctuary on Spruce Creek Homeowners Association, Inc. and authorize the execution of the agreement.

SUMMARY: The purpose of the Spruce Creek Traffic Enforcement Agreement is to allow the Port Orange Police Department to patrol and enforce municipal and state traffic laws within the Spruce Creek Homeowners Association, Inc. Florida Statute allows the police department to enforce traffic laws on the privately owned roads of the association's boundaries under a written agreement. The police department will utilize special detail patrols, radar, and other methods of traffic enforcement if violations are observed while patrolling.

In addition, this agreement also requires the association to acquire and install street and traffic signage at the locations listed in Exhibit "B". The association is also responsible for the maintenance of the signage for the duration of this agreement.

Staff has worked with The Sanctuary on Spruce Creek Homeowners Association, Inc. to finalize the Traffic Enforcement Agreement and recommends the approval of the agreement. This agreement will be in effect for five years after Council's approval, with subsequent renewals, not to exceed two years each, after that.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Traffic Enforcement Agreement - Sanctuary on Spruce Creek	Traffic Enforcement Agreement - Sanctuary on Spruce Creek.pdf
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Paula Andrews
Manuel Marino
Matthew Jones

Created/Initiated - 2/6/2023
Approved - 2/17/2023
Approved - 2/23/2023

Wayne Clark
Tracee Cody

Approved - 3/2/2023
Final Approval - 3/2/2023

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2023, 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 THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., a Florida non profit corporation, whose address is 5889 S. Williamson Blvd., Ste. 1301, Port Orange, Florida 32128, hereinafter referred to as "ASSOCIATION."

WITNESSETH:

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 expire five (5) years after that, 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 \$ 23.33, 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 and in return for providing extra-duty detail law enforcement personnel to render services provided for herein, the ASSOCIATION agrees to pay the CITY the hourly rate established by resolution of City Council for each off-duty or extra-duty detail officer providing services under this Traffic Enforcement Agreement. This hourly rate includes an administrative fee of 15% of the hourly rate for each officer provided under this Traffic Enforcement Agreement for use of CITY property, and scheduling, invoicing, handling, and other administrative costs related to the performance of this Traffic Enforcement Agreement.

i. The compensation the ASSOCIATION pays for the extra-duty detail officers pursuant to this Traffic Enforcement Agreement represents the fair market value for the services being rendered and has been bargained for by arms-length negotiation.

ii. Notwithstanding the provisions of paragraph 10.b. of this Traffic Enforcement Agreement, in the event the CITY, during the term of this Traffic Enforcement Agreement, is required, pursuant to a collective bargaining agreement with its police officers, to increase the amount of compensation that it pays to its police officers for extra-duty details as is a subject of this Traffic Enforcement Agreement, the City shall have the right to increase the compensation the ASSOCIATION is required to pay for the police services provided, or to be provided, under this Traffic Enforcement Agreement, upon giving the ASSOCIATION reasonable written notice of such increase.

iii. Notwithstanding the provisions of paragraph 10.b. of this Traffic Enforcement Agreement, in the event the City Council decides to increase the special detail rate established by resolution for extra-duty details services as is a subject of this Traffic Enforcement Agreement, the CITY shall have the right to increase the compensation the ASSOCIATION is required to pay for the police services provided, or to be provided, under this Traffic Enforcement Agreement, upon giving the ASSOCIATION reasonable written notice of such increase.

iv. If the ASSOCIATION, by entering into this Traffic Enforcement Agreement, is seeking off-duty or extra-duty detail police services of the POPD, for the first time, the ASSOCIATION must prepay the entire costs to the City for those services as determined, calculated and communicated by the POPD, or the CITY, to the ASSOCIATION. Thereafter, the ASSOCIATION will be billed by the CITY on a monthly basis for any police services provided in

accordance with this Traffic Enforcement Agreement. The CITY shall have the option to terminate this Traffic Enforcement Agreement along with any further off-duty or extra-duty detail services if the ASSOCIATION fails to pay any invoice sent by the CITY in a timely manner.

c. The actual cost for signage and signage services provided by the CITY may be adjusted to reflect the actual costs incurred by the CITY, upon giving the ASSOCIATION reasonable written notice of such increase.

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 the CITY's 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. 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) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) 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, fail to maintain the Best's Rating and Financial Size Category, 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: Warren Klemm, President
THE SANCTUARY ON SPRUCE CREEK
HOMEOWNERS ASSOCIATION, INC.
5889 S. Williamson Blvd., Ste. 1301
Port Orange, Florida 32128

and

Cheryl Weber, Registered Agent
THE SANCTUARY ON SPRUCE CREEK
HOMEOWNERS ASSOCIATION, INC.
5889 S. Williamson Blvd., Ste. 1301
Port Orange, Florida 32128

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.

THE SANCTUARY ON SPRUCE CREEK
HOMEOWNERS ASSOCIATION, INC.
a Florida nonprofit Corporation

CITY OF PORT ORANGE, a
Florida municipal corporation

By: _____
Warren Klemm, President

By: _____
Mayor Donald O. Burnette

Attest: _____
Ann Colt, Secretary

Attest: _____
Robin L. Fenwick, MMC
City Clerk

Date: _____

Date: _____

EXHIBIT "A"

The Sanctuary on Spruce Creek Homeowners Association Private Roads

THE SANCTUARY ON SPRUCE CREEK, PHASE I, per Plat Book 45, Pages 48-51, of the Public Records of Volusia County, Florida

Roscoe Turner Trail
Sanctuary Garden Boulevard
Oxbow Bend Lane
Osprey Nest Lane
Jasmine Vine Drive

THE SANCTUARY ON SPRUCE CREEK, PHASE IIA, per Plat Book 45, Pages 122-123, of the Public Records of Volusia County, Florida

Osprey Nest Lane

THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, per Plat Book 46, Pages 17-19, of the Public Records of Volusia County, Florida

Roscoe Turner Trail
Sanctuary Garden Boulevard
Heron Pond Drive
Florida Moss Lane

THE SANCTUARY ON SPRUCE CREEK, PHASE III, per Plat Book 47, Pages 143-145, of the Public Records of Volusia County, Florida

Sanctuary Garden Boulevard
Hawk Owl Trail
Deer Feed Trail
Crepe Myrtle Lane

THE SANCTUARY ON SPRUCE CREEK

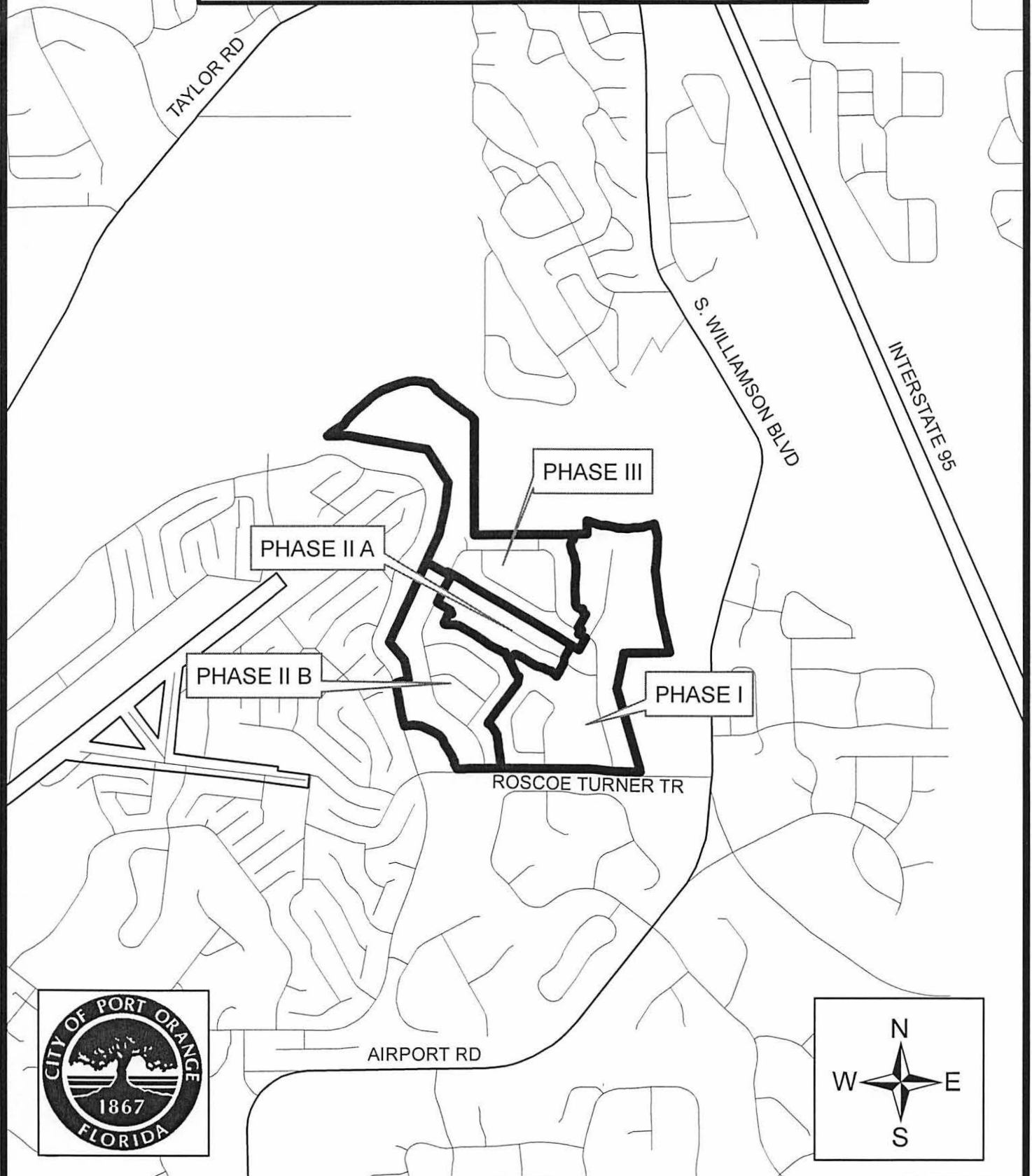


EXHIBIT "B"

The Sanctuary on Spruce Creek Homeowners Association Inventory of Street Signs

Stop signs located on the following streets at the following locations:

Roscoe Turner Trail @ CR4009 (S. Williamson Blvd.) exit
Jasmine Vine Dr. @ Jasmine Vine Dr.
Jasmine Vine Dr. @ Roscoe Turner Trail
Sanctuary Gardens Blvd. @ Roscoe Turner Trail (east side)
Sanctuary Gardens Blvd. @ Roscoe Turner Trail (west side)
Osprey Nest Ln. @ Sanctuary Gardens Blvd. (east)
Osprey Nest Ln. @ Sanctuary Gardens Blvd. (west)
Heron Pond Dr. @ Florida Moss Lane
Heron Pond Dr. @ Sanctuary Gardens Blvd. (south)
Heron Pond Dr. @ Sanctuary Gardens Blvd. (north)
Florida Moss Lane @ Sanctuary Gardens Blvd.
Crepe Myrtle Ln. @ Sanctuary Gardens Blvd. (east side)
Crepe Myrtle Ln. @ Sanctuary Gardens Blvd. (north side)
Oxbow Bend Ln. @ Sanctuary Gardens Blvd.
Deer Feed Trail @ Sanctuary Gardens Blvd.
Hawk Owl Trail @ Sanctuary Gardens Blvd.

16 stop signs in total for the subdivision

Speed Limit signs (**25 MPH**) located at the following locations:

Roscoe Turner Trail @ CR4009 (S. Williamson Blvd.) entrance
Roscoe Turner Trail just west of gate (traveling west)
Roscoe Turner Trail east of Jasmine Vine Dr. (traveling east)
Sanctuary Gardens Blvd. north of Roscoe Turner Trail (east side)
In front of 6127 Sanctuary Gardens Blvd., (traveling south)
In front of 6061 Sanctuary Gardens Blvd. (traveling south)
In front of 6017 Sanctuary Gardens Blvd. (traveling north)
Jasmine Vine Dr. @ Roscoe Turner Trail (traveling north)

8 speed limit signs in total for the subdivision

Keep Right signs located at the following locations:

Roscoe Turner Trail @ gate (traveling east)
Roscoe Turner Trail @ gate (traveling west)
Sanctuary Gardens Blvd. @ Roscoe Turner Trail (traveling north, east side)
Sanctuary Gardens Blvd. @ Roscoe Turner Trail (traveling north, west side)
Jasmine Vine Dr. @ Roscoe Turner Trail (traveling north)

5 keep right signs in total for the subdivision



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D11) Approval of the Central Florida Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to Approve the Memorandum of Understanding as presented and authorize the Chief of Police to execute the same on behalf of the City.

SUMMARY: The Central Florida Child Abduction Response Team (CART) is a voluntary cooperative covered under this mutual aid agreement between participating law enforcement agencies and the Florida Department of Law Enforcement. The goal of CART is to provide a pool of specialized investigators to focus on dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnappings, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	2023 CART Cover Letter	2023 CART Cover Letter.pdf
2.	OROC CART MAA	OROC CART MAA.pdf
3.	OROC Agency Acceptance Template	OROC Agency Acceptance Template.pdf

Beth Unruh
Manuel Marino
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 2/17/2023
Approved - 2/17/2023
Approved - 2/20/2023
Approved - 2/23/2023
Approved - 3/2/2023
Final Approval - 3/2/2023



Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Criminal Investigations and Forensic Science
Orlando Regional Operations Center
500 W. Robinson Street
Orlando, FL 32801-1771
(800) 226-8521
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

February 6, 2023

To Whom It May Concern:

Enclosed for your consideration is a Voluntary Cooperation Mutual Aid Agreement between your agency and FDLE regarding the Central Florida Child Abduction Response Team. Should your agency choose to participate, please sign in blue ink, keep a copy for your files, and return the original to our office at the address listed above. Once the document is fully executed, the original document will be maintained at FDLE's Tallahassee headquarters and I will send you a copy for your records.

Should you have any questions or concerns, please feel free to contact me at 407-540-3836.

Sincerely,

A handwritten signature in blue ink, reading "Heather Griffin Guarch".

Heather Griffin Guarch
Regional Legal Advisor
Orlando Regional Operations Center
Florida Department of Law Enforcement

Enclosure

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2025, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION
RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Florida Department of Law Enforcement (FDLE):



J. Mark Glass, Commissioner
Florida Department of Law Enforcement

01 FEB 2023

Date

Legal Review by ROS (attorney initials)

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION
RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the City of Port Orange Police Department

Manuel J. Marino
Chief of Police

Date of Execution



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (D12) Approval of City of Daytona Beach Shores Automatic License Plate Reader Memorandum of Understanding (MOU)

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the City of Daytona Beach Shores.

SUMMARY: The City of Daytona Beach Shores Police Department has requested to mount automatic license plate readers (ALPRs) on two light poles located on the north and south side of Dunlawton Avenue just west of the bridge. The ALPRs will be purchased and maintained by the City of Daytona Beach Shores. The ALPRs operate off cellular technology and are also solar powered so they do not require any connectivity to the City's infrastructure. In addition, the Port Orange Police Department is utilizing the same vendor, Flock Safety, to launch its ALPR program which will grant the department access to the data from this location. The state has already approved the request to mount the two ALPRs on the requested light poles which are currently maintained by the City of Port Orange via lighting agreement AM189.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	POPD-DBSPD ALPR MOU	POPD-DBSPD ALPR MOU.pdf
----	---------------------	-------------------------

Beth Unruh	Created/Initiated - 2/17/2023
Manuel Marino	Approved - 2/17/2023
John McKinney	Approved - 2/20/2023
Matthew Jones	Approved - 2/23/2023
Wayne Clark	Approved - 3/2/2023
Tracee Cody	Final Approval - 3/2/2023

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DAYTONA
BEACH SHORES AND THE CITY OF PORT ORANGE**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ___ day of _____, 2023, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, ("DBS"), and the CITY OF PORT ORANGE, also a Florida municipality. DBS and the City of Port Orange are individually referred to as the (the "Party"), and collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, The Parties are neighboring municipalities; and,

WHEREAS, The Florida Department of Transportation has approved a request of the Parties to mount two License Plate Readers ("LPRs") on light poles that are currently located in the City of Port Orange;¹ and,

WHEREAS, The LPRs will be mounted on two light poles located on the north and south sides of Dunlawton Avenue, just west of the Dunlawton Bridge, in the City of Port Orange; and

WHEREAS, The LPRs operate using cellular technology and are also solar powered, so they do not require any connection to the City of Port Orange's electric infrastructure. Also, the LPRs will be strapped to the light poles, so there should be no damage from mounting the hardware; and

WHEREAS, the City of Port Orange makes no guarantees or warranties as to fitness of the light poles as to the proposed use of the LPRs; and

WHEREAS, DBS will maintain the LPR's through their vendor, Flock Safety, who maintains LPRs in other areas of Volusia County and Florida; and

WHEREAS, To the extent allowed by Florida law, the Parties desire to hold each other harmless of liabilities that may arise from the installation, use and maintenance of the LPRs.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this Memorandum of Understanding as follows:

1. Recitations. The Whereas clauses set forth above are true and correct and they are an integral part of this Memorandum of Understanding.

2. Responsibilities. DBS shall be responsible for the installation, use and maintenance of the LPRs at no cost to the City of Port Orange. DBS shall further be responsible

¹ Reference is made to the approval email sent on January 9, 2023 by Tracy Rosenberg, Contract Coordinator, Florida Department of Transportation to Lynn Stevens, City of Port Orange citing Highway Lighting Agreement AM189.

for any damage caused to the poles or City of Port Orange property during installation of the LPRs and/or resulting from the subsequent removal of the LPRs. The Parties agree to abide by all applicable local, state, and federal laws, ordinances, rules and regulations with regards to the use of the LPRs and the handling of any electronic information gathered by them.

3. Access to LPRs. The City of Port Orange shall upon reasonable notice by DBS, allow access to the LPRs by DBS or its vendor, Flock Safety.

4. Costs. DBS shall not pay any fees to the City of Port Orange for the LPR's.

5. Hold Harmless. To the extent allowed by Florida law, DBS agrees to indemnify and hold harmless the City of Port Orange from any loss, damage, judgments, liens, expenses and costs incurred from any claim, suit, action or proceedings made or brought against the City of Port Orange as a result of the installation, use, maintenance and removal of the LPRs referenced herein. Notwithstanding the foregoing, this section shall not be construed to require DBS to indemnify or hold harmless the City of Port Orange for negligent acts or omissions by its own employees, officers, vendors or agents.

6. Sovereign Immunity. The Parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing in this MOU shall inure to the benefit of any third-party claimant.

7. Termination. Any Party may terminate this agreement with or without cause upon thirty (30) days written notice. Upon termination, DBS will cause the timely removal of the LPRs.

8. Entire Agreement and Signing. This Memorandum of Understanding constitutes the entire agreement between the Parties and may not be modified or amended without written agreement executed by the Parties. It may be signed in counterparts and electronic signatures shall be treated as original.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this instrument on the date first written above and the signatories below agree to bind the parties set forth herein.

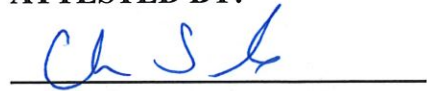
CITY OF DAYTONA BEACH SHORES:



Print Name: KURT SWARTZLAUER

Title: CITY MANAGER

ATTESTED BY:



CITY OF PORT ORANGE:

Print Name: _____

Title: _____

ATTESTED BY:



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (G14) Second Reading - Ordinance No. 2023-01 - Rezoning/662 Herbert Street (Case No. REZONING-22-0001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-01 rezoning ± 2.1 acres located at 662 Herbert Street from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF).

SUMMARY: Planning Commission Action (1/26/23): Recommended Approval 6-0

The property owner and applicant, Elliot Meadows, is requesting to rezone ± 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF). The subject property is located on the south side of Herbert Street between Jackson Street and 6th Street. If the rezoning is approved, the applicant intends to subdivide the ± 2.1 -acre subject property into two single-family lots.



The proposed rezoning would not increase the number of dwellings that could be developed on the subject property. Under the current zoning (R-2D), due to the unique lot shape and width of the lot at the front building setback along Herbert Street, the

subject property could only be subdivided into two lots and allow the construction of one duplex (two dwelling units). If the rezoning to R-10SF is approved, the lot could be subdivided into two lots, with a single-family home on each lot.

If the rezoning and proposed minor subdivision are approved, the applicant will be required to submit a building permit before constructing a new single-family home. The building permit will be required to meet the requirements of the Florida Building Code and the LDC for the construction of a new single-family house, including building setbacks, tree preservation, and lot grading and drainage. Access to the property is available along Herbert Street.

The proposed rezoning has been found to be consistent with the Comprehensive Plan, compatible with adjacent uses and zoning, and there is existing infrastructure to support the proposed future subdivision to create two single-family lots.

The Staff Report is attached for additional information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2023-01 with exhibits	Ordinance No. 2023-01.pdf
2.	Staff Report 662 Herbert Rezoning	Staff Report 662 Herbert Rezoning.pdf

Penelope Cruz

Created/Initiated - 2/17/2023

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±2.1 ACRES
GENERALLY LOCATED AT 662 HERBERT STREET FROM
TWO-FAMILY RESIDENTIAL (R-2D) TO SINGLE-FAMILY
RESIDENTIAL (R-10SF); AUTHORIZING REVISION OF
THE OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ±2.1 acres of the property located at 662 Herbert Street to be rezoned
from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF); and

WHEREAS, a public hearing was held following public notice as prescribed by
ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended
approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members
present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone ±2.1
acres of the property located at 662 Herbert Street to be rezoned from Two-Family
Residential (R-2D) to Single-Family Residential (R-10SF), more particularly described in
Exhibit “1”, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve,
authorize and direct the revision of the City's Official Zoning Atlas to show the

classification for the areas as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 3. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

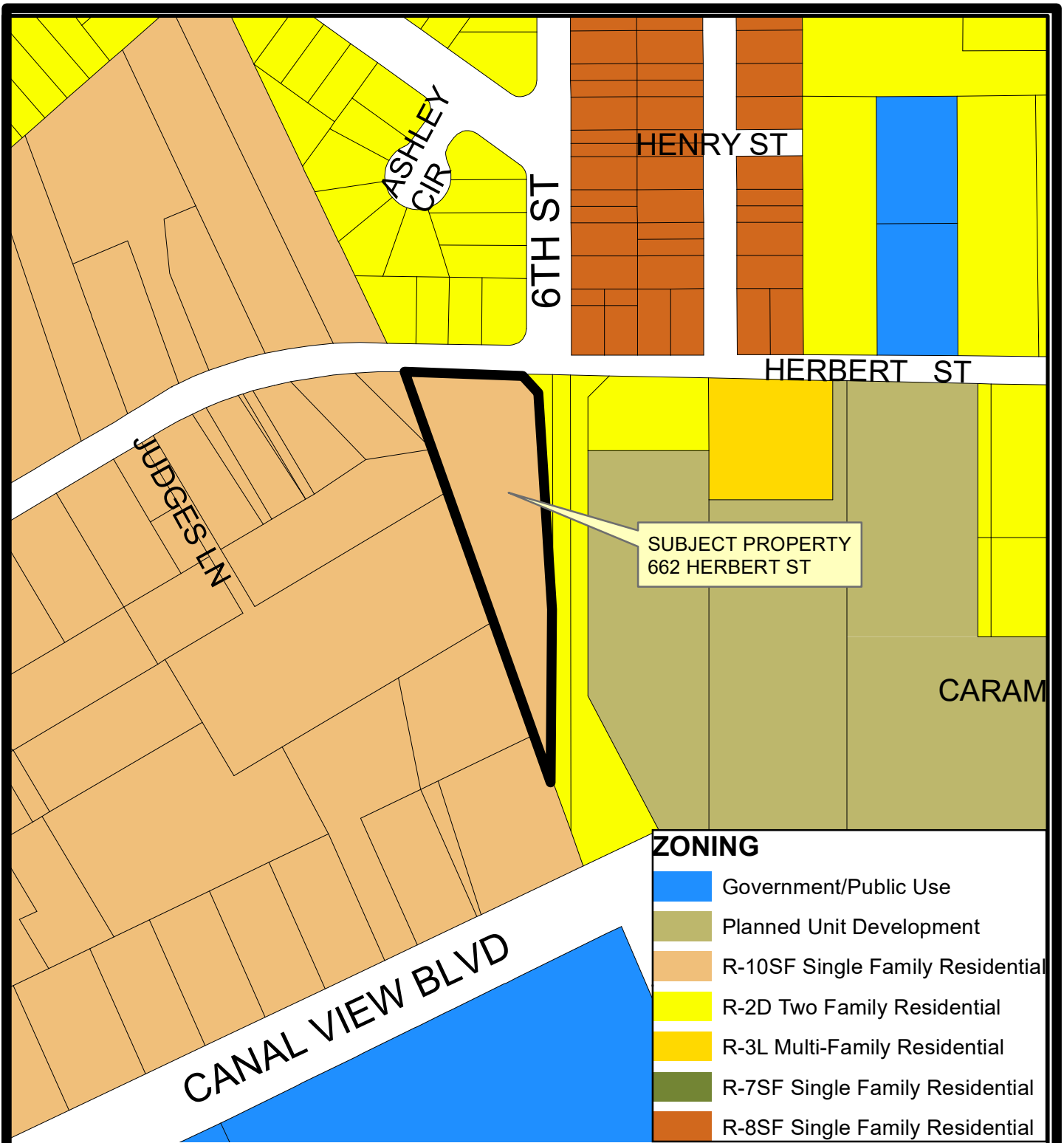
EXHIBIT 1

LEGAL DESCRIPTION

(PER ORB 7367 PG. 4881)

LOT 9, ASSESSORS PLAT OF LOTS 3 AND 4, OF SECTION 4, TOWNSHIP 16 SOUTH,
RANGE 33 EAST ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT
BOOK 3, PAGE 120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
LESS AND EXCEPT THE EAST 27 FEET AS CONVEYED BY OR BOOK 2087, PAGE 1133
AND
LESS AND EXCEPT PART IN ROAD RIGHT OF WAY
AND
LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF PORT ORANGE BY OR
BOOK 4060, PAGE 2312, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT 2



ZONING

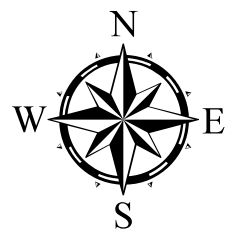
- Government/Public Use
- Planned Unit Development
- R-10SF Single Family Residential
- R-2D Two Family Residential
- R-3L Multi-Family Residential
- R-7SF Single Family Residential
- R-8SF Single Family Residential



ZONING MAP
REZONING-22-0001
662 HERBERT ST

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

REZONING / 662 HERBERT STREET

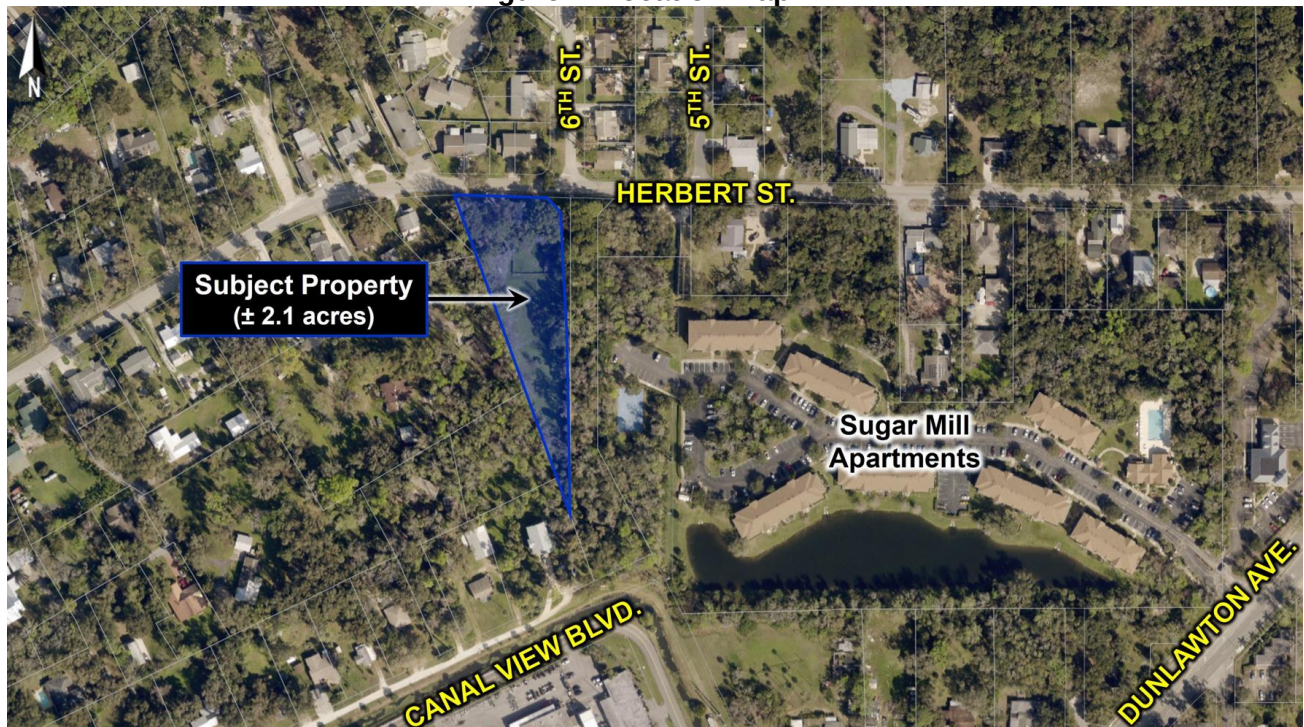
CASE NO. REZONING-22-0001

REQUEST:	Rezone $\pm$ 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF)
LOCATION:	662 Herbert St. (Figure 1 – Location Map)
OWNER/APPLICANT:	Elliot Meadows
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (January 26, 2023)
CITY COUNCIL:	February 21, 2023

Property Overview

The property owner and applicant, Elliot Meadows, is requesting to rezone $\pm$ 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF). The subject property is located on the south side of Herbert Street between Jackson Street and 6th Street (Figure 1 – Location Map). If the rezoning is approved, the applicant intends to subdivide the $\pm$ 2.1-acre subject property into two single-family lots.

Figure 1. Location Map



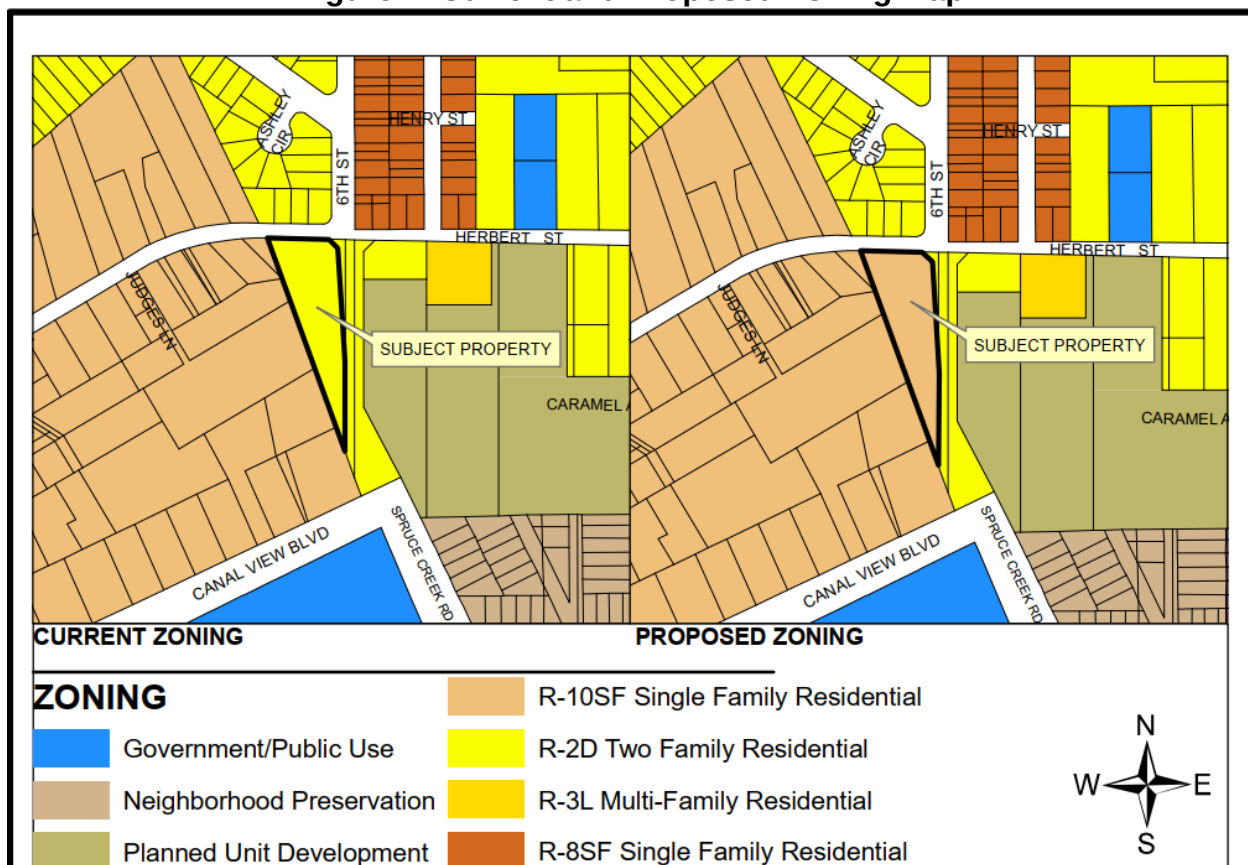
Discussion

According to the applicant, if the rezoning is approved, the applicant intends to submit a minor subdivision application to subdivide the subject property into two lots: Lot #1 will include the existing single-family home on the subject property, and Lot #2 will be a vacant lot that the applicant plans to construct a new home on. The proposed minor subdivision will be required to be reviewed by staff to ensure the dimensional and service (water, sewer, and access) requirements of the Land Development Code (LDC) are met.

The subject property currently has a Future Land Use (FLU) designation of *Suburban Residential (2-4 units per acre)* and is zoned R-2D (Two-family Residential). In 1985 when the new zoning categories were established, the zoning of the property was changed by the City administratively to R-2D, which only permits two-family dwellings. Before the City administratively rezoned the subject property to R-2D in 1985, the subject property was zoned R-2 (Residential). The previous R-2 zoning district allowed both single and two-family dwellings.

For the applicant to subdivide the property and construct a new single-family home on the subject property, it must be rezoned from a zoning district that only allows duplexes to a zoning district that allows single-family residences. The most compatible single-family zoning district for the adjacent area is R-10SF (Single-Family Residential) which permits single-family dwellings on 10,000-square-foot minimum lots (See Figure 2). The proposed rezoning will not change the conformity of the existing single-family home, which can remain on the property until it is demolished.

Figure 2. Current and Proposed Zoning Map



The proposed rezoning would not increase the number of dwellings that could be developed on the subject property. Under the current zoning, due to the unique lot shape and width of the lot at the front building setback along Herbert Street, the subject property could only be subdivided into two lots and allow the construction of one duplex (two dwelling units). If the rezoning to R-10SF is approved, the lot could be subdivided into two lots, with a single-family home on each lot.

If the rezoning and proposed minor subdivision are approved, the applicant will be required to submit a building permit before constructing a new single-family home. The building permit will be required to meet the requirements of the Florida Building Code and the LDC for the construction of a new single-family house, including building setbacks, tree preservation, and lot grading and drainage. Access to the property is available along Herbert Street.

Compatibility with Surrounding Uses and Zoning

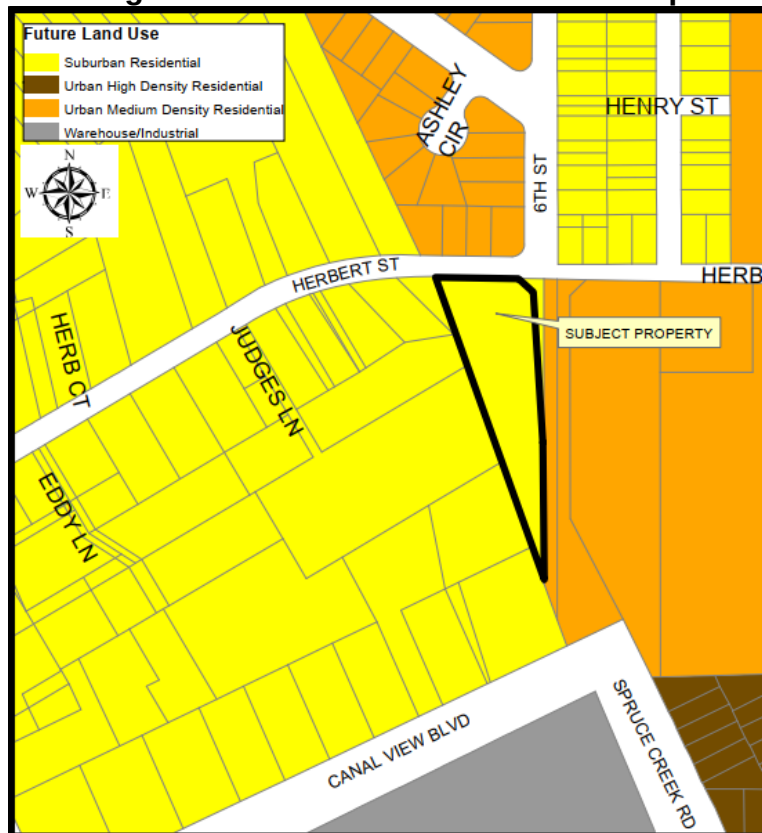
The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and compatibility with the surrounding land uses and zoning.

The proposed R-10SF zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the land use and zoning of the adjacent properties. Based on compatibility with adjacent uses and the availability of infrastructure, the requested R-10SF zoning is appropriate for this location and is consistent with the existing FLU designation. (See Figure 2 – Current and Proposed Zoning Map and Figure 3 – Existing Future Land Use Map).

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Two-family residential (Amber Village)	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Two-Family Residential (R-2D)
South	Single-Family Residential	<i>Suburban Residential (2-4 units/acre)</i>	Single-Family Residential (R-10SF)
East	Single Family Residential	<i>Suburban Residential (2-4 units/acre)</i>	Single-Family Residential (R-10SF)
West	Vacant City-owned property	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Two-Family Residential (R-2D)

Figure 3. Current Future Land Use Map



Consistency with Comprehensive Plan

The proposed rezoning is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties.

The proposed R-10SF zoning district is consistent with the *Suburban Residential* (2-4 units/acre) FLU designation (Figure 3 – Future Land Use Map). The *Suburban Residential* (2-4 units/acre) FLU designation is generally characterized by detached or attached single-family homes on lots one quarter-acre in size or more. Based on consistency with the current FLU designation of the subject property, compatibility with adjacent uses, and availability of infrastructure, the requested zoning is appropriate at this location.

Public Notice

The property was posted by Staff on January 4, 2023, as required by the LDC, notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there have been no phone calls or general inquiries on the proposed rezoning.

Staff Recommendation

Staff recommends approval of the request to rezone ± 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF).

Attachment

Exhibit 1 – Dimensional Requirements and List of Permitted Uses

Exhibit 1 Dimensional Requirements and Permitted Uses

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Minimum Building Setback (Ft.)			Maximum Height (Ft.)
						Front	Side	Rear	
R-10SF	1,200	10,000 SF	90	35%	45%	30	10	25	35
R-2D	900	5,000 SF	50/DU	40%	35%	30	10	25	35

Requested Zoning District for Subject Property:

R-10SF single-family residential district [LDC, Ch. 17, Sec. 8]

(a) Purpose and intent. The R-10SF single-family residential district is intended to protect existing suburban development and provide for future development of a similar nature, where locations away from urban activity centers suggest suburban densities.

(b) Permitted uses.

(1) Single-family detached dwellings.

(bb) Permitted uses with special development requirements (chapter 18, section 4).

(1) Community gardens (subsection 5.1).

Current Zoning District on Subject Property:

Two-family residential (R-2D) district [LDC, Ch. 17, Sec. 10]

(a) Purpose and intent. The two-family residential (R-2D) district is intended to provide relatively affordable, urban density housing, and it is intended to serve as a transitional zone between multifamily and single-family residential uses.

(b) Permitted uses.

(1) Two-family dwellings.

(bb) Permitted uses with special development requirements (chapter 18, section 4).

(1) Community gardens (subsection 5.1).

(2) Single-family dwellings (subsection 15.6).

(c) Single-family attached dwelling subdivision regulations.

(1) Utility easements allowing service to each unit shall be provided.

(2) Access easements for maintenance of common walls and other facilities shall be provided.

(3) Legal covenants, restrictions and similar provisions for the joint maintenance of structure shall be submitted to the department to be recorded contemporaneously with the plat.

(4) Where two-family dwelling development is proposed, plans shall be presented for both units simultaneously.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (G15) Approval of the Madeline Commons Final Subdivision Plat and Plans (Case No. 22-50000003)

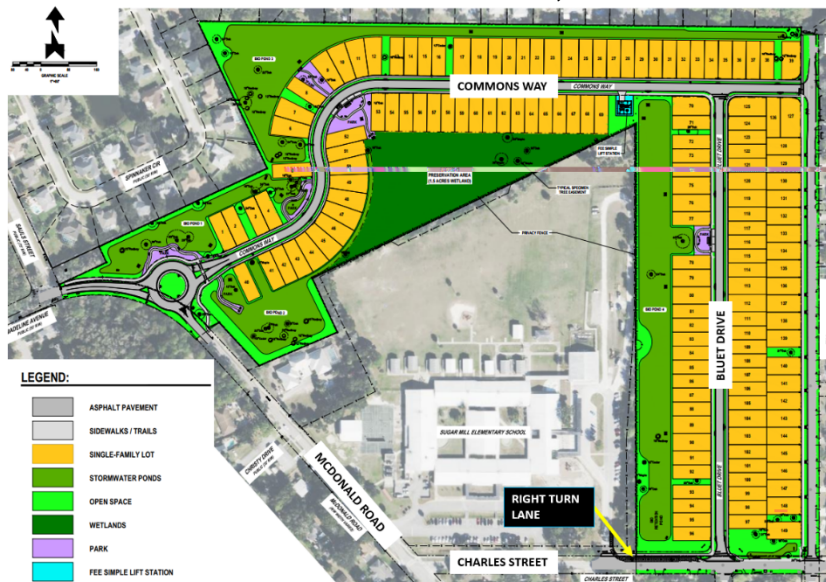
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Madeline Commons Final Subdivision Plat and Plans.

SUMMARY: Planning Commission Action (1/26/23): Recommended Approval 5-1

The applicant requests approval of the Madeline Commons Subdivision Plat and Plans. If approved, the applicant intends to subdivide a ±34.6-acre property into 149 single-family lots, along with tracts for tree preservation, stormwater retention, and open space. The subject property is located on the north side of Charles Street, east of Madeline Avenue and McDonald Road, and west of 5th Street.



The subject property is currently vacant, zoned Planned Unit Development (PUD), and has a Future Land Use designation of Urban Medium Density Residential (4-8 units/acre). In October 2021, the City Council approved the Madeline Commons PUD Master Development Agreement (MDA), which provides the framework for developing 149 single-family home lots.

The proposed subdivision layout maintains the same lot and street layout and the

number of lots (149) shown on the approved Conceptual Development Plan (CDP) in the Madeline Commons MDA. The plat and subdivision plans have been designed according to the requirements of the Madeline Commons PUD Master Development Agreement (MDA) and the City's Land Development Code (LDC). The subdivision will have access from McDonald Road, Charles Street, and 5th Street. The following subdivision improvements will be constructed:

- Pavement resurfacing of 5th Street and piping of the open section of the ditch along the west side of 5th Street
- A round-about at the intersection of McDonald Road and the subdivision entrance at Commons Way
- A dedicated right-turn lane along Charles Street into the Sugar Mill Elementary school parent drop-off driveway
- 50-foot-wide lots along 5th Street and 40-foot-wide lots internal to the subdivision
- Public streets within the subdivision (travel lanes, 5-foot sidewalks, and streetlights)
- Stormwater drainage infrastructure, including dry ponds and swales
- Water, sewer, and irrigation infrastructure
- 20'-wide right-of-way landscape buffer along Charles Street and McDonald Road and a 10'-wide perimeter landscape buffer along the north boundary of the subdivision and adjacent to the school property
- Open space and Common Areas with Tree Conservation Easements for the preservation of trees
- 80% of all specimen trees on site will be preserved, including all three (3) historic live oaks and 16% overall tree preservation area
- 6-foot-tall privacy fence between the PUD property and the school property as requested by the Volusia County School District for security purposes.
- Compliance with all city, county, state, or federal regulations that pertain to protected wildlife species and wetland protection and mitigation.

Public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 149 single-family residential lots.

The review of a subdivision plat is a ministerial review in that the approving body must only consider the technical criteria and lot dimensional requirements in the Madeline Commons Planned Unit Development (PUD) Master Development Agreement (MDA) and the Land Development Code (LDC). The subject subdivision plat and plans have been reviewed by the Staff Development Review Committee (SDRC) and found to meet all technical requirements of the Madeline Commons PUD MDA and LDC, and that public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 149 single-family residential lots.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Staff Report - Madeline Commons	Staff Report - Madeline Commons.pdf
2.	Madeline Commons - Subdivision Plat	Madeline Commons - Plat - 1.19.23.pdf
3.	Madeline Commons - Subdivision Plans	Madeline Commons - Subdivision Plans - 1.19.23.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 1/27/2023
Approved - 1/30/2023
Approved - 2/21/2023
Approved - 3/2/2023
Final Approval - 3/2/2023



STAFF REPORT

MADELINE COMMONS SUBDIVISION PLAT & PLANS

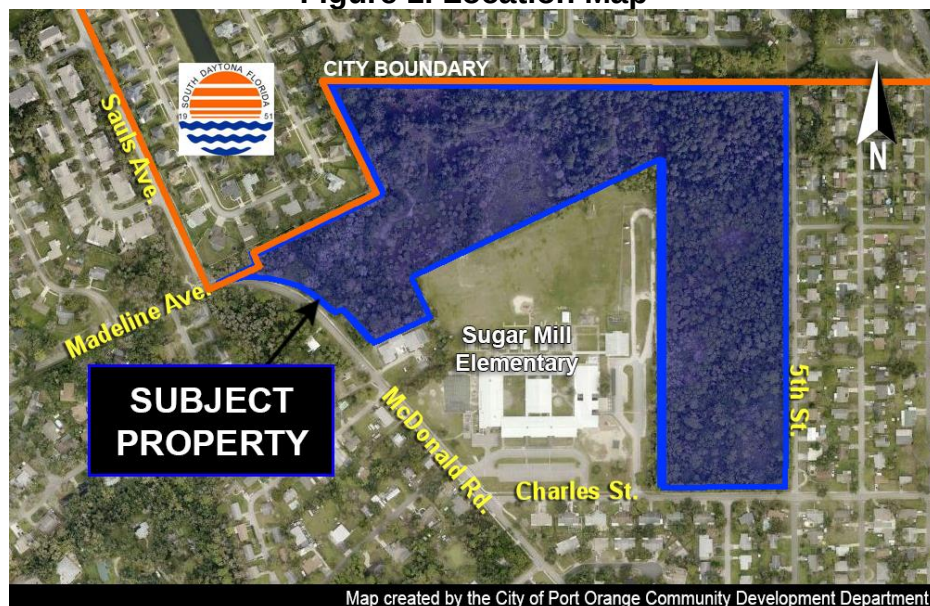
CASE NO. 22-50000003

REQUEST:	Approval of the Madeline Commons Subdivision Plat and Plans
LOCATION:	North of Charles Street, east of Madeline Avenue and McDonald Road, west of 5th Street (Figure 1)
APPLICANT:	Cody Bogart, P.E., Newkirk Engineering, Inc.
OWNER:	Madeline Commons, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-1 (January 26, 2023)
CITY COUNCIL:	March 7, 2023

DEVELOPMENT PROPOSAL

The applicant requests approval of the Madeline Commons Subdivision Plat and Plans. If approved, the applicant intends to subdivide a ± 34.6 -acre property into 149 single-family lots, along with tracts for tree preservation, stormwater retention, and open space. The review of a subdivision plat is a ministerial review in that the approving body must only consider the technical criteria and lot dimensional requirements in the Madeline Commons Planned Unit Development (PUD) Master Development Agreement (MDA). The subject property is located north of Charles Street, east of Madeline Avenue and McDonald Road, and west of 5th Street (Location Map – Figure 1).

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

The subject property is currently vacant, zoned Planned Unit Development (PUD), and has a Future Land Use designation of *Urban Medium Density Residential (4-8 units/acre)*. In October 2021, the City Council approved the Madeline Commons PUD Master Development Agreement (MDA), which provides the framework for developing 149 single-family home lots.

The plat and subdivision plans have been designed according to the requirements of the Madeline Commons PUD Master Development Agreement (MDA) and the City's Land Development Code (LDC). The proposed subdivision layout maintains the same lot and street layout and the number of lots (149) shown on the approved Conceptual Development Plan (CDP) in the Madeline Commons MDA. The subdivision will have access from McDonald Road, Charles Street, and 5th Street (See Figure 2 – Subdivision Plan). The following subdivision improvements will be constructed:

- Pavement resurfacing of 5th Street and piping of the open section of the ditch along the west side of 5th Street
- A round-about at the intersection of McDonald Road and the subdivision entrance at Commons Way
- A dedicated right-turn lane along Charles Street into the Sugar Mill Elementary school parent drop-off driveway
- 50-foot-wide lots along 5th Street and 40-foot-wide lots internal to the subdivision
- Public streets within the subdivision (travel lanes, 5-foot sidewalks, and streetlights)
- Stormwater drainage infrastructure, including dry ponds and swales
- Water, sewer, and irrigation infrastructure
- 20'-wide right-of-way landscape buffer along Charles Street and McDonald Road and a 10'-wide perimeter landscape buffer along the north boundary of the subdivision and adjacent to the school property
- Open space and Common Areas with Tree Conservation Easements for the preservation of trees
- 80% of all specimen trees on site will be preserved, including all three (3) historic live oaks and 16% overall tree preservation area
- 6-foot-tall privacy fence between the PUD property and the school property as requested by the Volusia County School District for security purposes.
- Compliance with all City, County, State, or Federal regulations that pertain to protected wildlife species and wetland protection and mitigation.

[illegible]

Public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 149 single-family residential lots (Table 1). The following discussion summarizes the proposed development's impacts on these public facilities and services.

DEVELOPMENT VARIABLE	IMPACTS
Population ¹	357
A.M./P.M./Daily Peak Hour Trips ²	107 / 149 / 1,456 trips
Sanitary Sewer (gallons per day) ³	23,840 gallons
Potable Water (gallons per day) ⁴	26,820 gallons
Solid Waste (lbs. Per day) ⁵	1,146 pounds
Stormwater Drainage ⁶	See Note
Recreation & Open Space ⁷	2.5 acres

Notes:

1. **Population:** 2.39 persons per household (per 2020 Census)
2. **Transportation:** ITE Trip Generation Manual, 11th Edition – Land Use Code 210
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. The drainage system will be designed to meet the requirements of the Land Development Code.
7. **Rec. & Open Space:** 7 acres per 1,000 persons (0.007 acres/person)

Water and Sewer

The City has available potable water and sanitary sewer capacity to accommodate the proposed 149-lot subdivision. All lots will be provided with stub-outs for utilities. The developer will construct potable water and sanitary sewer lines and a lift station in accordance with the approved utility plan for this project. Reclaimed water is not available in this area. A private well on the site will provide irrigation water for the subdivision.

Stormwater Drainage

The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-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 because 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 proposed subdivision design provides stormwater retention for the 149 single-family lots and complies with all current City stormwater design requirements and standard Construction details.

The interior lots within the subdivision are designed to drain toward the streets within the subdivision (Commons Way and Bluet Drive), and the streets then drain to the retention areas throughout the subdivision. The lots along 5th Street are designed to drain to the front corners of the property where drains are connected to the retention area within the subdivision. The overall drainage system is connected to existing drainage collection points in the adjacent rights-of-way which flow to the Halifax River.

Transportation

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, the trip generation rate for 149 single-family lots is anticipated to generate 107 AM peak-hour trips, 149 PM peak-hour trips, and 1,456 daily trips. The roadways within the general area of the proposed subdivision are operating within the adopted level of service standards, and the traffic generated from the 149-lot single-family lot subdivision will not exceed the level of service standards for these roadways. Capacity exists for the estimated trips to be generated by the proposed development.

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 on the surrounding roadways (Charles Street, McDonald Road, and Madeline Avenue), there is capacity for vehicular traffic estimated to be generated by the 149-lot single-family lots (Table 2).

Although roadway capacity exists along the adjacent roadways, it has been observed that during the school year, cars stack within the travel lanes along Charles Street during parent pick-up and drop-off times. To minimize on-street stacking along westbound Charles Street, the subdivision plans provide additional right-of-way along Charles Street for a right-turn lane into the parent pick-up/drop-off loop on the east side of the school property to be constructed as part of the subdivision improvements. The MDA requires that this work is only done when school is not in session.

Table 2. Roadway Capacity for Adjacent Roadways (Charles St., McDonald Rd., Madeline Ave., and Nova Rd.)

Roadway Segment	Roadway Classification Per City Comp Plan	Maximum Capacity Vehicles Per Day	2021 Volume Per Day	2022 Volume Per Day	Remaining Capacity Vehicles Per Day	V/C Ratio****
Charles St. (US1 to FEC Railroad)	Local Collector*	12,744	1,408	1,615	11,129	12.67%
Charles St. (FEC Railroad to McDonald Rd.)	Local Collector*	12,744	2,158	2,239	10,505	17.57%
McDonald Rd. (Charles St. to Madeline Ave.)	Local Collector*	12,744	2,924	2,979	9,765	23.38%
Madeline Ave. (Sauls Rd. to Nova Rd.)	Minor Arterial**	14,040	4,414	5,059	8,981	36.03%
Nova Rd. (N. City Limits to Dunlawton Ave.)	Principal Arterial ***	39,800	18,000	--	21,800	45.23%

Source: The City of Port Orange, Traffic counts conducted by Traffic Engineering Data Solutions, Inc. (TEDS), 2022 and Volusia County Traffic Engineering, 2021

* Local Collector Roadway – A route that provides primary access to or through a subdivision or subdivisions and connects those developments to the major collector and arterial system.

** Minor Arterial Roadway – A route that generally interconnects with principal arterial routes and provides service to trips of shorter length and a lower level of travel mobility.

*** Principal Arterial Roadway - A route that generally serves the major centers of activity of an urban area, the highest traffic volume corridors, and the longest trip purpose and carries a high proportion of the total urban area travel on a minimum of mileage.

****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.

Recreation and Open Space

According to the City's 2022 Concurrency Management Report, the City is not deficient in any recreational facilities categories and has sufficient facilities to support the additional population from the 149 single-family lot 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 41 students that could be generated by the proposed subdivision (Exhibit B).

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed subdivision is consistent with the Madeline Commons PUD Master Development Agreement and Conceptual Development Plan, which have already been determined to be consistent with the City's Comprehensive Plan. The subject property has a Future Land Use (FLU) designation of *Urban Medium Density Residential (4-8 units/acre)* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for the 34.6-acre subject property is 276 units. The proposed development of 149 single-family lots or 4.3 units per acre on the 34.6-acre subject property is consistent with the allowable density for the current FLU designation on the subject property.

RECOMMENDATION

A review of a subdivision plat is a ministerial review in that the approving body must consider the technical criteria of the Madeline Commons PUD MDA and the Land Development Code (LDC). The plat will be approved if the technical requirements are met. Staff recommends approval of the Subdivision Plat and Plans for Madeline Commons, as all technical requirements in the Madeline Commons PUD MDA and LDC are met.

ATTACHMENTS:

1. Exhibit A – Madeline Commons Subdivision Plat and Plans
2. Exhibit B – Volusia County School Board Letter

**School Concurrency Determination
Concurrency Approval Letter**

May 6, 2022

Mr. Mark Goldshmidt
Madeline Commons, LLC
36 Charming Way
Lakewood, NJ 08701

RE : Madeline Commons – City of Port Orange
School Concurrency Case #22-04-25-001-R

Dear Mr. Goldshmidt:

District staff reviewed the information regarding the residential project known as Madeline Commons associated with 34.602 +/- acres of property. The property is located at or near the intersection of S Nova Rd and Madeline Av within Port Orange city limits. Information provided in the school concurrency application indicates the development activity will consist of one hundred and forty-nine (149) single family dwelling units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate forty-one (41) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	149	41
Multi Family Dwelling Unit	0.127	0	0
Mobile/ Manufactured Home Dwelling Unit	0.047	0	0
Total		149	41

The Concurrency Analysis (Table 2, next page) 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.

The schools impacted by this development are Sugar Mill Elementary School, Silver Sands Middle School, and Spruce Creek High School.

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 2021/22 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Sugar Mill Elementary	115%	594	45	100%	18	103%
Silver Sands Middle	115%	1,262	24	110%	11	111%
Halifax CSA (Spruce Creek High)	120%	2,481	35	100% (120%)	12	100% (121%)
Other					4	

The adopted LOS standard for 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 elementary and middle school levels; additionally, it will exceed the adopted LOS for the high school level at 121% utilization for Spruce Creek High. However, when evaluating based on the Halifax concurrency service area, the average utilization is below 120%, the threshold requiring mitigation. Therefore, the school district does not have an objection to the proposed site plan.

It is noted that through the City Planned Development process, the Applicant has agreed to build a right turn lane on Charles Street to serve Sugar Mill Elementary. Minimum planning considerations should also 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.

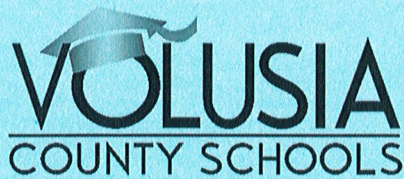
Should you need additional information, please contact me at (386) 947-8786, ext. 50709.

Sincerely,



Stephanie B. Doster
Coordinator, Planning

CC: Rachel B. Hazel, Interim Superintendent of Schools
Steven Grube, Director, Planning and Construction
Gwen Perney, Principal Planner, City of Port Orange
Lisa V. Divina, Volusia County School Board Project File



Certificate of School Concurrency

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Madeline Commons
VCSB Project #	22-04-25-001-R
Jurisdiction Project #	
Parcel ID Numbers	6304-02-22-0010; 6304-00-00-0021; 6337-01-13-0010; 6337-01-13-0017;
Project Location	S Nova Rd and Madeline Av
# of Residential Units	149
Residential Unit Type	Single Family Homes
Property Owners	Madeline Commons, LLC
Applicant/Agent Name	Mark Goldshmidt

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	18	11	12	4	41
<u>Comments:</u> 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

May 6, 2022
Issue Date

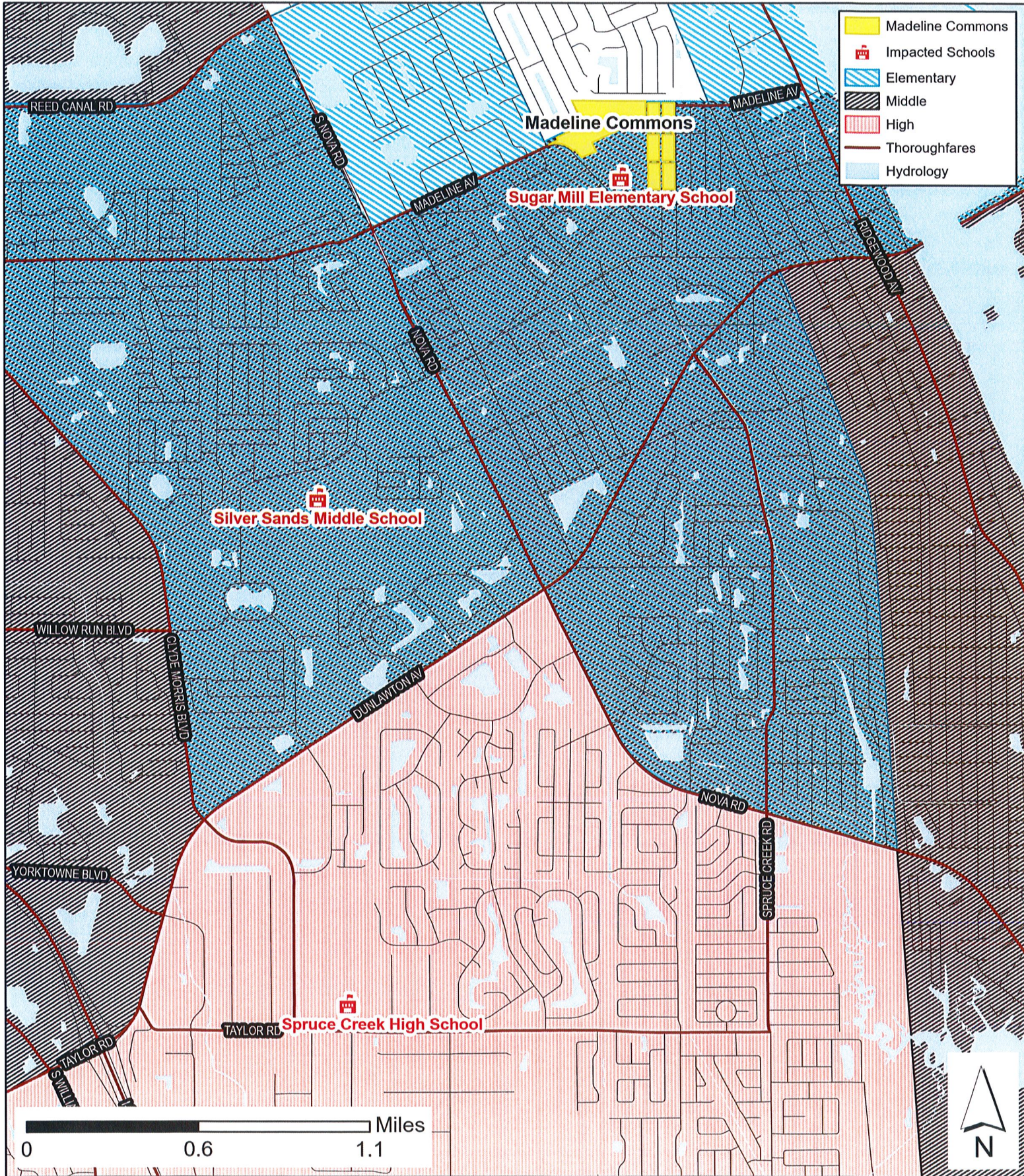
VCSB Schools Impacted by Development

School Concurrency Review -

Madeline Commons



Created by Facilities Services
May 2022



MADELINE COMMONS

A REPLAT OF ALL OF BLOCKS 22–27 AND THOSE PLATTED, UNIMPROVED RIGHTS–OF–WAYS, LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25–27, BETWEEN BLOCKS 24–25, 23–26, 22–27, 22–23, 26–27, 23–24, AND 25–26, PORTANA PLAT NO. 1, MAP BOOK 10, PAGE 107, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, MAP BOOK 14, PAGE 83.
SITUATED IN SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

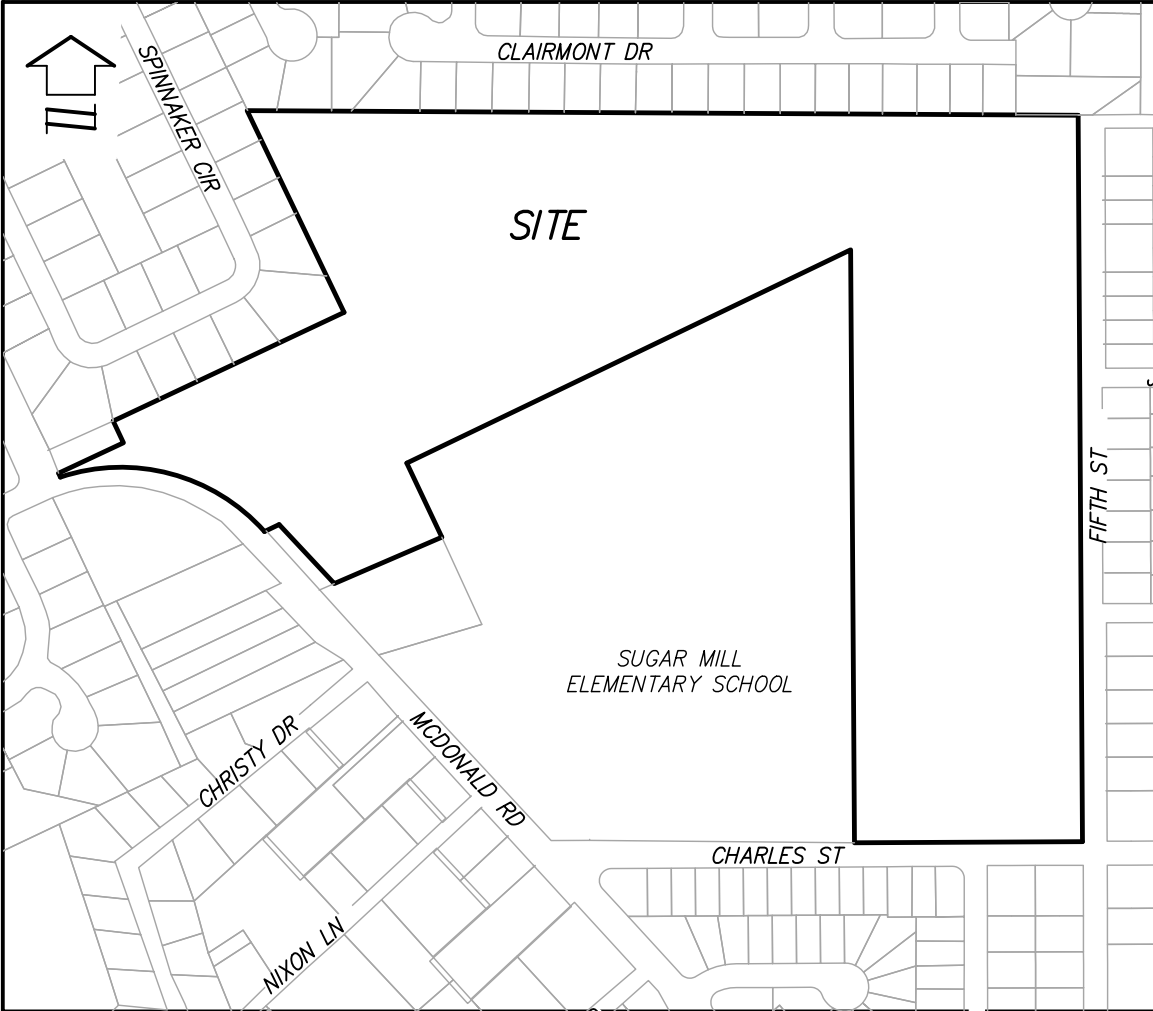
ALL OF BLOCKS 22–27 AND THOSE PLATTED UNIMPROVED RIGHTS–OF–WAYS LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25–27, BETWEEN BLOCKS 24–25, 23–26, 22–27, 22–23, 26–27, 23–24, AND 25–26, PORTANA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 10, PAGE 107, OF THE PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 14, PAGE 83, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN N89°39'35"W ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1463.48 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°20'37"E, A DISTANCE OF 1513.02 FEET TO THE NORTH RIGHT–OF–WAY OF CHARLES STREET; THENCE RUN S89°43'49"W ALONG SAID NORTH RIGHT–OF–WAY, A DISTANCE OF 476.00 FEET; THENCE DEPARTING SAID NORTH RIGHT–OF–WAY, RUN N00°22'27"W, A DISTANCE OF 1234.90 FEET; THENCE S64°20'18"W, A DISTANCE OF 1025.66 FEET; THENCE S25°18'45"E, A DISTANCE OF 170.50 FEET; THENCE S66°38'02"W, A DISTANCE OF 243.77 FEET; THENCE N43°03'47"W, A DISTANCE OF 168.44 FEET; THENCE S64°20'18"W, A DISTANCE OF 33.99 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY OF MCDONALD ROAD AND A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 400.03 FEET, A CENTRAL ANGLE OF 66°41'22", A CHORD BEARING OF N75°05'16"W AND A CHORD DISTANCE OF 439.78 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.32 FEET TO THE INTERSECTION OF THE NORTH RIGHT–OF–WAY OF SAULS STREET AND THE NORTHEASTERLY RIGHT–OF–WAY OF SAULS STREET; THENCE RUN N25°19'35"W ALONG THE NORTHERLY RIGHT–OF–WAY SAULS STREET, A DISTANCE OF 9.09 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT–OF–WAY, RUN N64°49'03"E, A DISTANCE OF 149.27 FEET; THENCE N25°10'57"W, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF HARBORSIDE VILLAGE SUBDIVISION PHASE IV, MAP BOOK 47, PAGE 166; THENCE N64°49'03"E ALONG SAID SOUTH LINE, A DISTANCE OF 531.53 FEET TO THE EAST LINE OF SAID HARBORSIDE VILLAGE SUBDIVISION PHASE IV; THENCE N25°40'32"W ALONG SAID EAST LINE, A DISTANCE OF 466.30 FEET TO A POINT ON THE SOUTH LINE OF LANTERN PARK UNIT 2, MAP BOOK 32, PAGE 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MAP BOOK 47, PAGE 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MAP BOOK 36, PAGE 198, AND COVENTRY FOREST SUB SECTION SEVEN, MAP BOOK 42, PAGE 68, AND COVENTRY FOREST ON THE HILL PHASE I, MAP BOOK 44, PAGE 116, THENCE RUN S89°40'58"E ALONG SAID SOUTH LINES, A DISTANCE OF 1731.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 1507262 SQUARE FEET OR 34.60 ACRES MORE OR LESS.

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF S89°40'58"E ALONG THE SOUTH LINE OF LANTERN PARK UNIT 2, MB. 32, PG. 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MB. 47, PG. 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MB. 36, PG. 198, AND COVENTRY FOREST SUB SECTION SEVEN, MB. 42, PG. 68, AND COVENTRY FOREST ON THE HILL PHASE I, MB. 44, PG. 116
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., AND THE CITY OF PORT ORANGE.
- TRACTS "D", "E", AND "F", DEPICTED HEREON AS COMMON OPEN SPACE AND TREE PRESERVATION AREAS WILL BE OWNED AND MAINTAINED BY MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND TREE PRESERVATION.
- TRACT C (LIFT STATION), IS TO BE OWNED AND MAINTAINED BY THE CITY OF PORT ORANGE AS DEEDED IN FEE SIMPLE BY SEPARATE INSTRUMENT.
- TRACT A (BIO–RETENTION POND) AND TRACT B (BIO–RETENTION POND/ PRESERVATION EASEMENT), ARE TO BE OWNED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., WITH ACCESS EASEMENTS RIGHTS IN FAVOR OF THE CITY OF PORT ORANGE.
- LANDSCAPE BUFFERS SHOWN WITHIN TRACTS A, B, D, E AND F ARE TO BE CONTROLLED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. THERE WILL BE NO CLEARING OR ALTERATION UNLESS OTHERWISE SHOWN ON APPROVED PLANS BY THE CITY OF PORT ORANGE.
- TREE PRESERVATION EASEMENTS OVER THE SPECIMEN AND HISTORIC TREES WITHIN THE SITE AND SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE.
ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE
- THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK____, PAGE____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8154, PAGE 833, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT–FOR–PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLOT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEV ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C–42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY PRESERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH PRESERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
- TREE PRESERVATION EASEMENT AS DEFINED ON THIS PLOT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH SURVIVAL WITHIN THE BOUNDARIES OF THE DRIPLINE ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOIL, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
- THE NON–VEHICULAR ACCESS EASEMENTS LOCATED ON LOTS 39, 70, 125 AND 127 ARE TO BE GRANTED TO AND CONTROLLED BY THE CITY OF PORT ORANGE.
- PLANTINGS AND IRRIGATION SYSTEM IN THE ROUND–ABOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.



VICINITY MAP

1"=400'

LEGEND AND ABBREVIATIONS:

LB	LICENSED BUSINESS	U.E.	UTILITY EASEMENT
NO.	NUMBER	A.E.	ACCESS EASEMENT
LS	LAND SURVEYOR	MB	MAP BOOK
I.D.	IDENTIFICATION	ORB	OFFICIAL RECORDS BOOK
ORB	OFFICIAL RECORDS BOOK	PG(S)	PAGE(S)
E	CENTERLINE	R/W	RIGHT OF WAY
R	RADIUS	ESMT	EASEMENT
L	ARC LENGTH	SEC	SECTION
Δ	DELTA (CENTRAL ANGLE)	RLS	REGISTERED LAND SURVEYOR
C.D.	CHORD LENGTH	CMF	CONCRETE MONUMENT FOUND
C.B.	CHORD BEARING	IRC	IRON ROD AND CAP
R	RADIUS	IR	IRON ROD
POC	POINT ON CURVE	IP	IRON PIPE
POL	POINT ON LINE	PLS	PROFESSIONAL LICENSED SURVEYOR
POC	POINT OF COMPOUND CURVATURE	N.R.	NON–RADIAL LINE
PRC	POINT OF REVERSE CURVATURE	N.V.A.	NON–VEHICULAR ACCESS EASEMENT
PC	POINT OF CURVATURE	H.O.A.	HOMEOWNERS ASSOCIATION
PT	POINT OF TANGENCY	(M)	MEASURED DISTANCE
PNT	POINT OF NON–TANGENCY	□	FOUND CONCRETE MONUMENT AS NOTED
PI	POINT OF INTERSECTION	⊙	FOUND NAIL & DISK AS NOTED
P.O.C.	POINT OF COMMENCEMENT	⊙	SET NAIL & DISK (LB 8011)
P.O.B.	POINT OF BEGINNING	●	FOUND IRON ROD & CAP AS NOTED
O.A.	OVERALL	●	FOUND IRON ROD AS NOTED
D.E.	DRAINAGE EASEMENT	○	SET 5/8" IRON ROD & CAP (LB 8011)
P.U.E.	PUBLIC UTILITY EASEMENT		
D.U.E.	DRAINAGE AND UTILITY EASEMENT		

SHEET INDEX

SHEET 1	COVER SHEET, LEGAL DESCRIPTION, NOTES
SHEET 2	KEY SHEET
SHEET 3–7	DETAILS SHEET
SHEET 8	DRAINAGE EASEMENT DETAILS SHEET

PLANNING COMMISSION CERTIFICATE OF APPROVAL:

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "MADELINE COMMONS" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____.

BY: _____

CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "MADELINE COMMONS" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____.

BY: _____
MAYOR OF THE CITY OF PORT ORANGE, FLORIDA

ATTEST: _____
CITY CLERK OF THE CITY OF PORT ORANGE, FLORIDA

MAP BOOK:

PAGE:

MADELINE COMMONS DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT MADELINE COMMONS, LLC BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED MADELINE COMMONS, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED. ALL STREET AND ROAD RIGHTS OF WAY SHOWN ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL TREE PRESERVATION, DRAINAGE, MAINTENANCE, UTILITY & ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. ALL DRAINAGE AND MAINTENANCE EASEMENTS ARE GRANTED TO MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS A, B, D, E, AND F ARE ALL GRANTED TO MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ON _____, A.D. 2022.

BY: MADELINE COMMONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

NAME: MOISHE GOLDSCHMIDT

SIGNED: _____

TITLE: MANAGER

WITNESS (SIGNATURE)

WITNESS (PRINTED)

WITNESS (SIGNATURE)

WITNESS (PRINTED)

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY MOISHE GOLDSCHMIDT AS MANAGER OF MADELINE COMMONS LLC, A FOREIGN LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [_____] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED [_____] AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

SIGNATURE OF NOTARY _____

NOTARY PRINTED NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO. _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A PROFESSIONAL SURVEYOR AND MAPPER HAS PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION; AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN ORANGE COUNTY, FLORIDA.

WILLIAM P. HINKLE _____

DATE _____

FLORIDA REGISTRATION NUMBER: 4633

(SEAL)

DEWBERRY

131 WEST KALEY STREET

ORLANDO, FLORIDA 32806

CERTIFICATE OF AUTHORIZATION NUMBER LB 8011

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

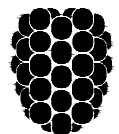
(SIGNATURE) _____ DATE: _____

PRINT NAME/REGISTRATION NUMBER _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M./P.M.

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0469 FAX: 386.785.0715
WWW.DEWBERRY.COM

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NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MADELINE COMMONS

MAP BOOK:

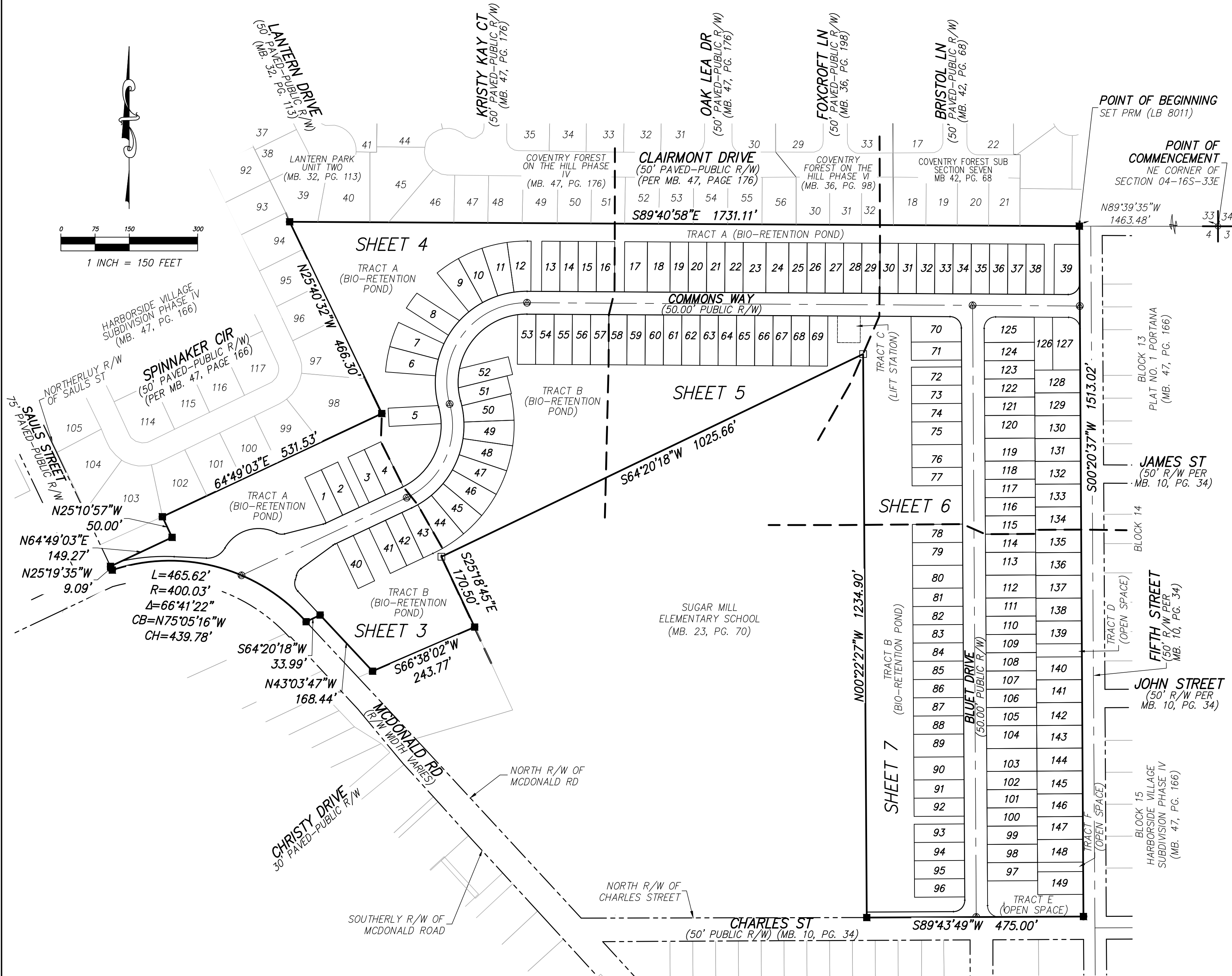
PAGE:

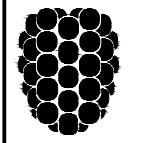
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SITUATED IN SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF S89°40'58"E ALONG THE SOUTH LINE OF LANTERN PARK UNIT 2, MB. 32, PG. 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MB. 47, PG. 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MB. 36, PG. 198, AND COVENTRY FOREST SUB SECTION SEVEN, MB. 42, PG. 68, AND COVENTRY FOREST ON THE HILL PHASE 1, MB. 44, PG. 116
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
3. ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. ALL DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., AND THE CITY OF PORT ORANGE.
5. TRACTS "D", "E", AND "F", DEPICTED HEREON AS COMMON OPEN SPACE AND TREE PRESERVATION AREAS WILL BE OWNED AND MAINTAINED BY MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND TREE PRESERVATION.
6. TRACT C (LIFT STATION), IS TO BE OWNED AND MAINTAINED BY THE CITY OF PORT ORANGE AS DEEDED IN FEE SIMPLE BY SEPARATE INSTRUMENT.
7. TRACT A (BIO-RETENTION POND) AND TRACT B (BIO-RETENTION POND/ PRESERVATION EASEMENT) ARE TO BE OWNED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. WITH ACCESS EASEMENTS RIGHTS IN FAVOR OF THE CITY OF PORT ORANGE.
8. LANDSCAPE BUFFERS SHOWN WITHIN TRACTS A, B, D, E AND F ARE TO BE CONTROLLED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. THERE WILL BE NO CLEARING OR ALTERATION UNLESS OTHERWISE SHOWN ON APPROVED PLANS BY THE CITY OF PORT ORANGE.
9. TREE PRESERVATION EASEMENTS OVER THE SPECIMEN AND HISTORIC TREES WITHIN THE SITE AND SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE.
10. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND PRESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

ENTIRE STREET FRONTS OF LOTS AND COMMON OPEN SPACE AREAS:
12.00 FEET WIDE
11. THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THIS PLAT IS SUBJECT TO MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8154, PAGE 833, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLOT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT AS DEEMED BY THE CITY TO BE NECESSARY IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION. THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
14. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY PRESERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH PRESERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
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16. THE NON-VEHICULAR ACCESS EASEMENTS LOCATED ON LOTS 39, 70, 125 AND 127 ARE TO BE GRANTED TO AND CONTROLLED BY THE CITY OF PORT ORANGE.
17. PLANTINGS AND IRRIGATION SYSTEM IN THE ROUND-ABOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.

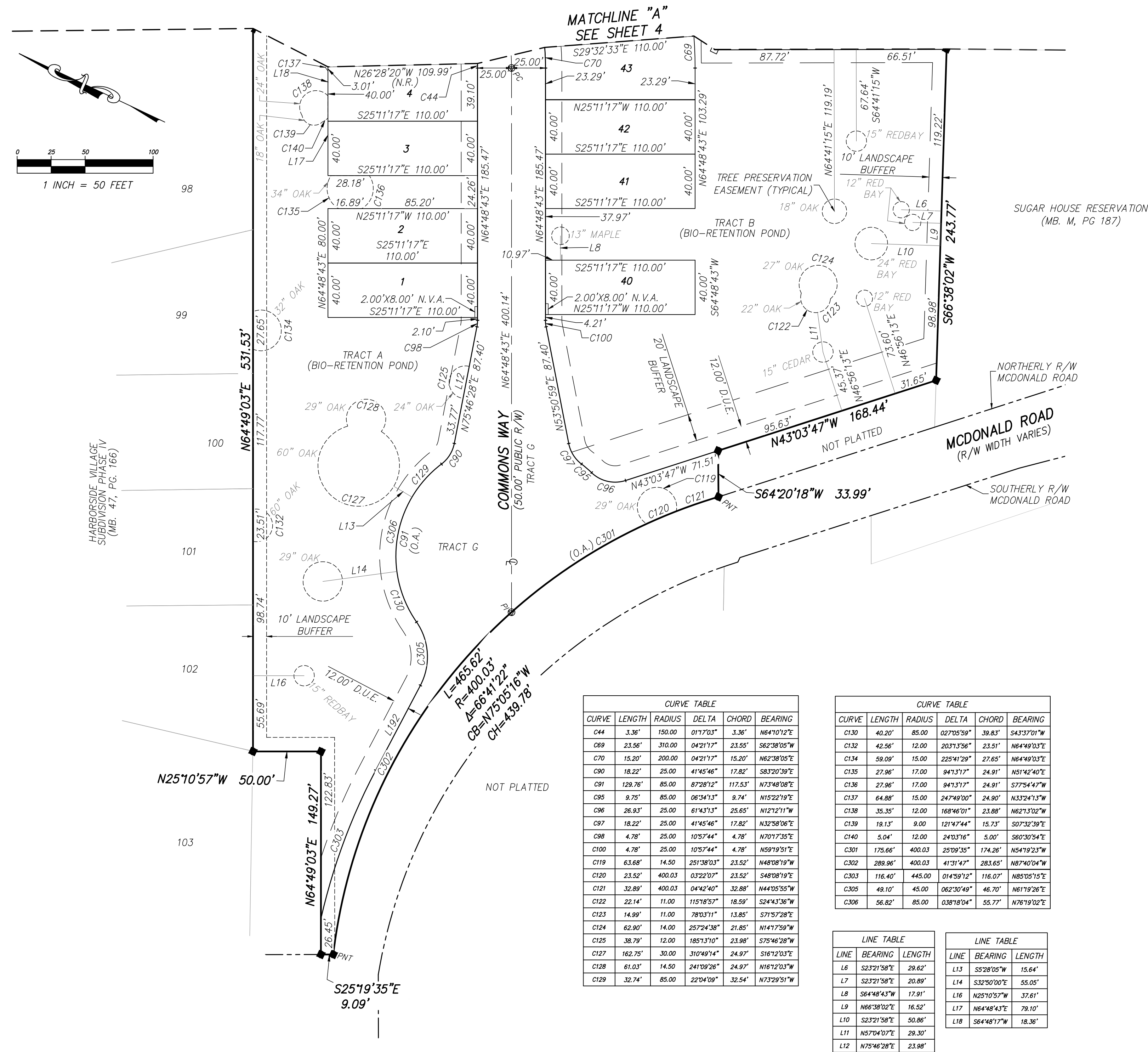


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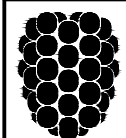
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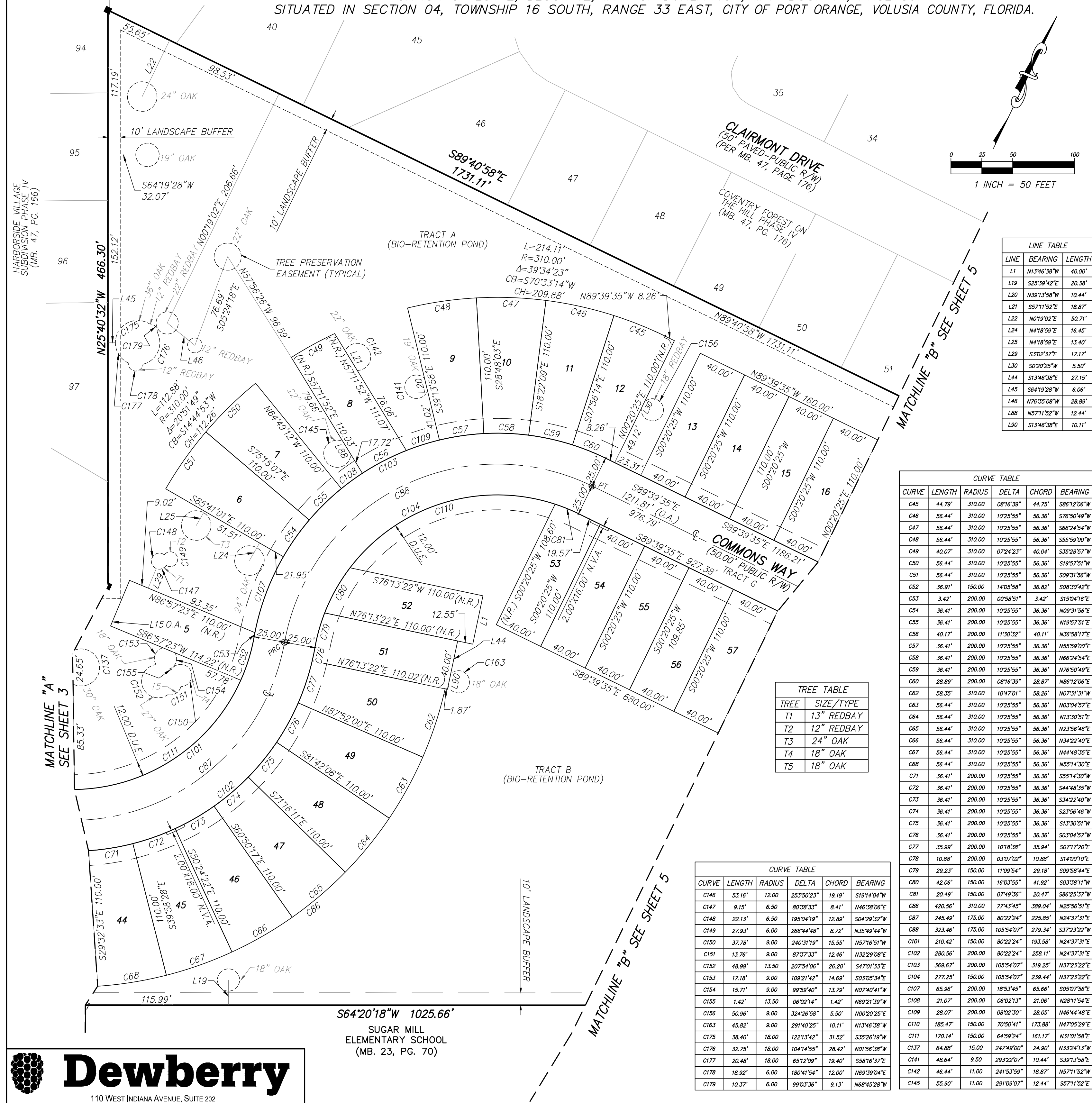
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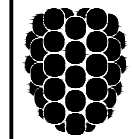


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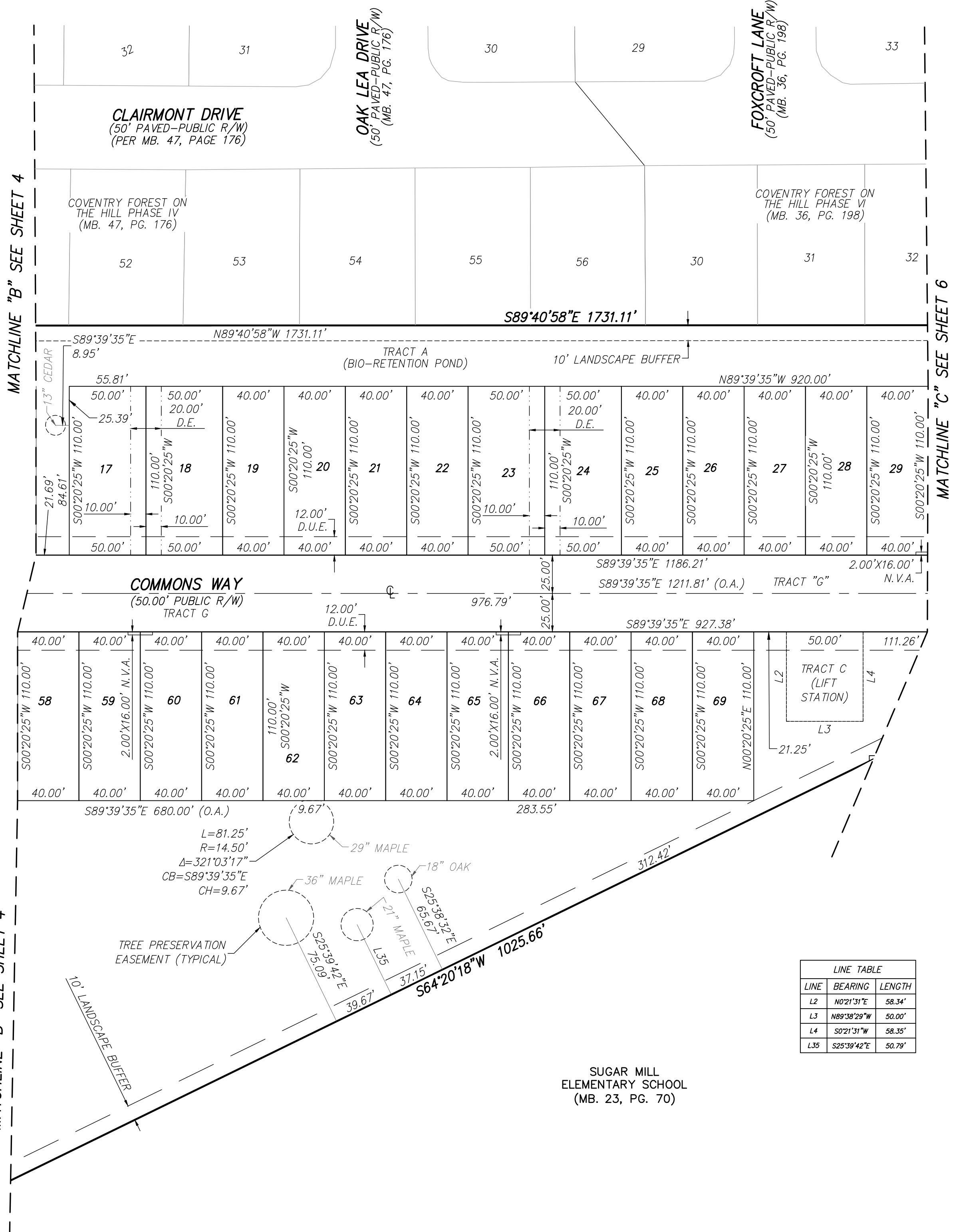
110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

S64°20'18"W 1025.66'
SUGAR MILL
ELEMENTARY SCHOOL
(MB. 23, PG. 70)

MADELINE COMMONS

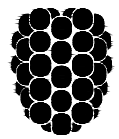
A REPLAT OF ALL OF BLOCKS 22-27 AND THOSE PLATTED, UNIMPROVED RIGHTS-OF-WAYS, LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25-27, BETWEEN BLOCKS 24-25, 23-26, 22-27, 22-23, 26-27, 23-24, AND 25-26, PORTANA PLAT NO. 1, MAP BOOK 10, PAGE 107, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, MAP BOOK 14, PAGE 83.
SITUATED IN SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, WITH 2011 ADJUSTMENT DERIVING A BEARING OF S89°40'58"E ALONG THE SOUTH LINE OF LANTERN PARK UNIT 2, MB. 32, PG. 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MB. 47, PG. 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MB. 36, PG. 198, AND COVENTRY FOREST SUB SECTION SEVEN, MB. 42, PG. 68, AND COVENTRY FOREST ON THE HILL PHASE 1, MB. 44, PG. 116.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
3. ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. ALL DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., AND THE CITY OF PORT ORANGE.
5. TRACTS "D", "E", AND "F", DEPICTED HEREON AS COMMON OPEN SPACE AND TREE PRESERVATION AREAS WILL BE OWNED AND MAINTAINED BY MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND TREE PRESERVATION.
6. TRACT C (LIFT STATION), IS TO BE OWNED AND MAINTAINED BY THE CITY OF PORT ORANGE AS DEEDED IN FEE SIMPLE BY SEPARATE INSTRUMENT.
7. TRACT A (BIO-RETENTION POND) AND TRACT B (BIO-RETENTION POND/PRESERVATION EASEMENTS) ARE TO BE OWNED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. WITH ACCESS EASEMENTS RIGHTS IN FAVOR OF THE CITY OF PORT ORANGE.
8. LANDSCAPE BUFFERS SHOWN WITHIN TRACTS A, B, D, E AND F ARE TO BE CONTROLLED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. THERE WILL BE NO CLEARING OR ALTERATION UNLESS OTHERWISE SHOWN ON APPROVED PLANS BY THE CITY OF PORT ORANGE.
9. TREE PRESERVATION EASEMENTS OVER THE SPECIMEN AND HISTORIC TREES WITHIN THE SITE AND SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE.
10. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

ENTIRE STREET FRONTS OF LOTS AND COMMON OPEN SPACE AREAS:
12.00 FEET WIDE
11. THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THIS PLAT IS SUBJECT TO MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8154, PAGE 833, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLOT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
14. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY PRESERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH PRESERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
15. TREE PRESERVATION EASEMENT AS DEFINED ON THIS PLOT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH SURVIVAL WITHIN THE BOUNDARIES OF THE DRIPLINE ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE, SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
16. THE NON-VEHICULAR ACCESS EASEMENTS LOCATED ON LOTS 39, 70, 125 AND 127 ARE TO BE GRANTED TO AND CONTROLLED BY THE CITY OF PORT ORANGE.
17. PLANTINGS AND IRRIGATION SYSTEM IN THE ROUND-ABOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.



Dewberry

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(MB. 23, PG. 70)

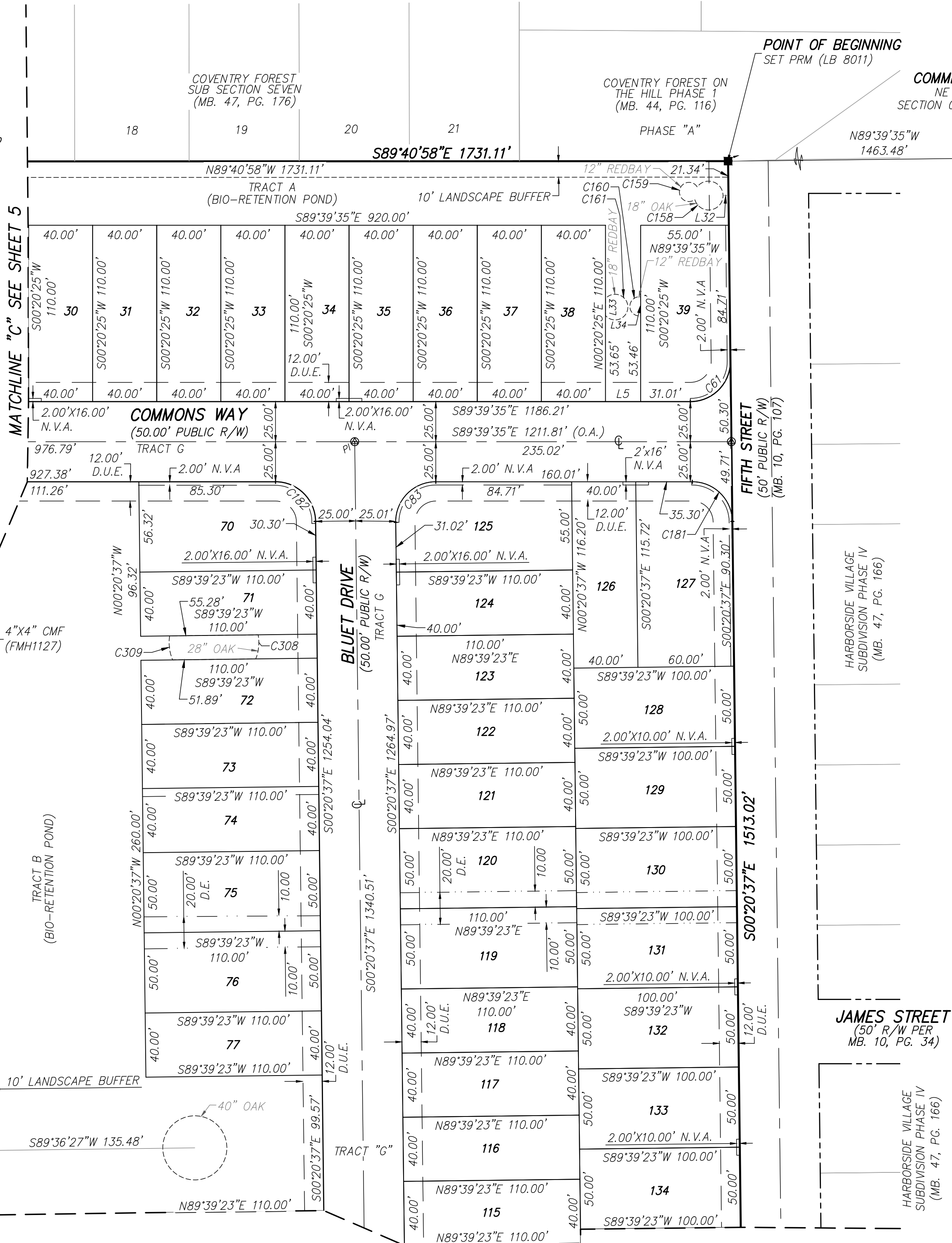
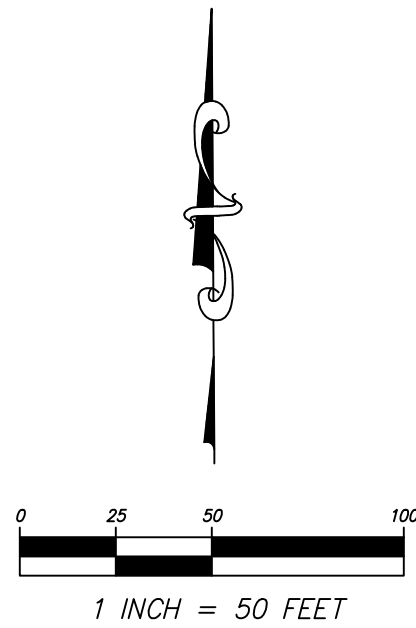
LINE TABLE		
LINE	BEARING	LENGTH
L2	N0°21'31"E	58.34'
L3	N89°38'29"W	50.00'
L4	S0°21'31"W	58.35'
L35	S25°39'42"E	50.79'

MADELINE COMMONS

MAP BOOK:

PAGE:

A REPLAT OF ALL OF BLOCKS 22-27 AND THOSE PLATTED, UNIMPROVED RIGHTS-OF-WAYS, LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25-27, BETWEEN BLOCKS 24-25, 23-26, 22-27, 22-23, 26-27, 23-24, AND 25-26, PORTANA PLAT NO. 1, MAP BOOK 10, PAGE 107, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, MAP BOOK 14, PAGE 83.
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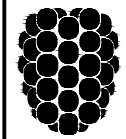


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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C01	28.17'	25.00'	66°50'57"	27.34'
C03	28.81'	25.00'	66°01'28"	27.24'
C158	48.15'	9.00'	306°32'37"	8.10'
C159	28.81'	6.00'	275°08'53"	8.10'
C160	20.36'	6.00'	194°23'44"	11.91'
C161	38.63'	8.00'	276°48'02"	10.62'
C161	38.97'	25.00'	89°18'58"	35.14'
C182	38.97'	25.00'	89°18'58"	35.14'
C308	15.28'	28.00'	63°16'34"	15.10'
C309	15.28'	28.00'	63°16'34"	15.10'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N89°19'35"W	21.83'
L32	N89°19'23"E	3.36'
L33	S0°20'25"W	10.62'
L34	N0°20'25"E	11.91'



Dewberry

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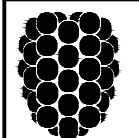
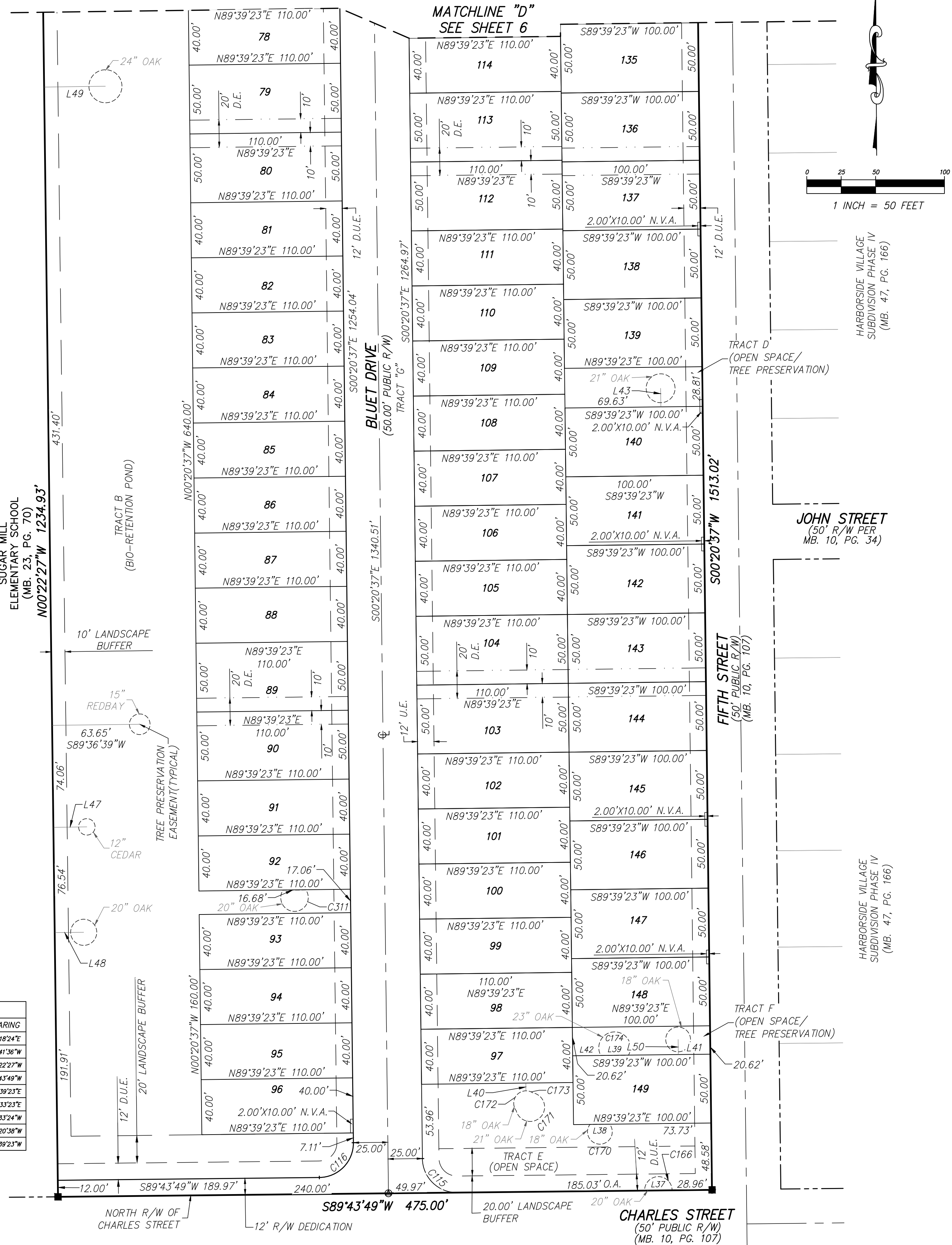
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LINE	BEARING	LENGTH
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L38	S89°39'23"W	14.36'
L39	N89°39'23"E	20.17'
L40	N0°20'37"W	5.63'
L41	N89°39'23"E	23.31'
L42	N89°39'23"E	20.42'
L43	S0°20'37"E	13.53'
L47	S89°35'43"W	24.30'
L48	S89°36'03"W	21.06'
L49	S89°34'34"W	44.53'
L50	S0°20'37"E	10.98'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	
C115	39.24'	25.00'	89°55'34"	35.33'	S45°18'24"E	
C116	39.30'	25.00'	90°04'26"	35.38'	S44°41'36"W	
C164	35.51'	8.00'	254°20'15"	12.75'	N00°22'27"W	
C166	31.50'	10.00'	180°27'40"	20.00'	S89°43'48"W	
C170	39.92'	9.00'	254°08'52"	14.36'	N89°39'23"E	
C171	44.86'	10.50'	244°47'21"	17.73'	N43°33'23"E	
C172	19.82'	9.00'	126°11'59"	16.05'	S26°33'24"W	
C173	5.34'	9.00'	33°59'58"	5.26'	N73°20'38"W	
C174	47.66'	11.50'	237°27'50"	20.17'	S89°39'23"W	



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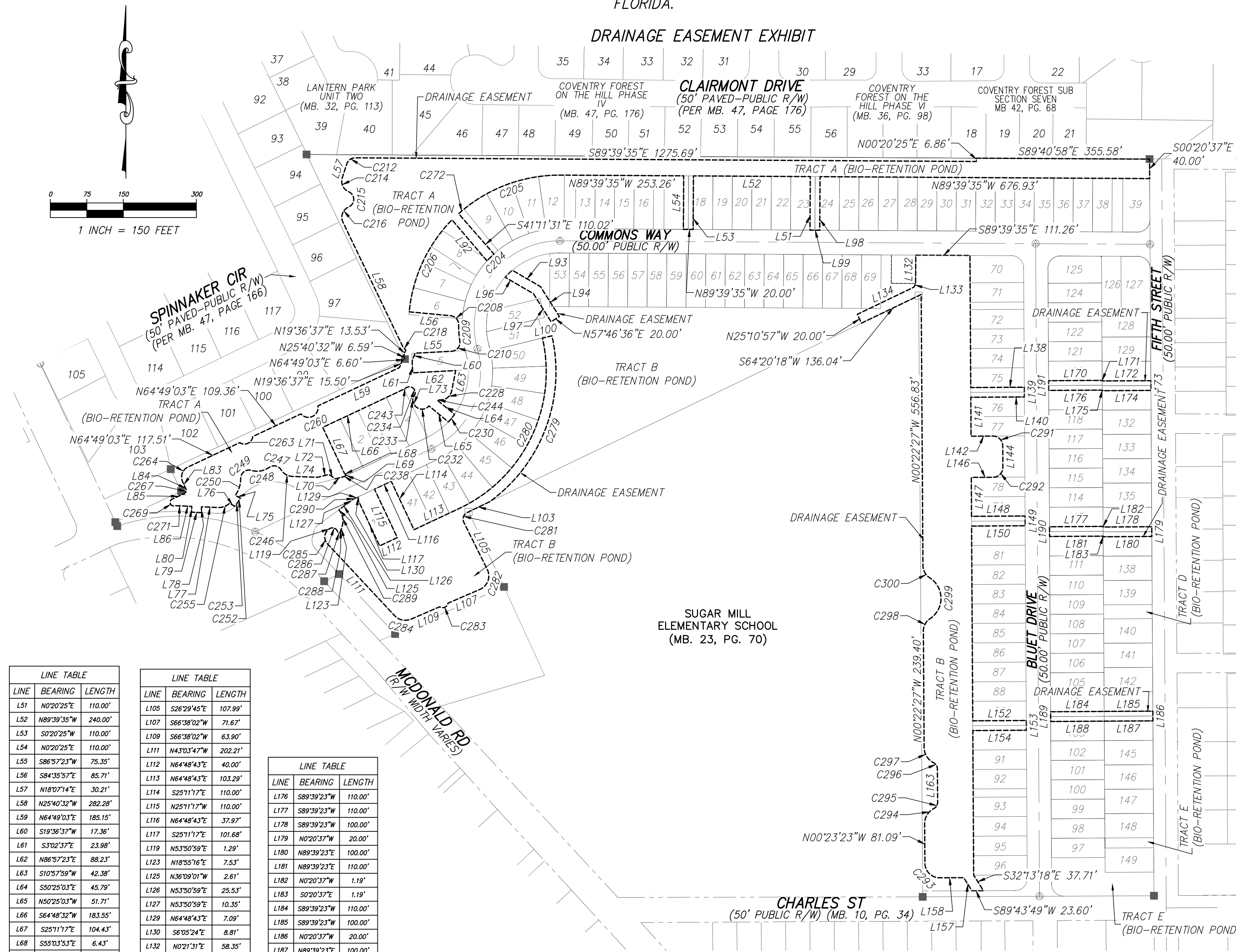
MADELINE COMMONS

MAP BOOK:

PAGE:

A REPLAT OF ALL OF BLOCKS 22-27 AND THOSE PLATTED, UNIMPROVED RIGHTS-OF-WAYS, LYING NORTH OF BLOCKS 24 AND 25, WEST OF BLOCKS 25-27, BETWEEN BLOCKS 24-25, 23-26, 22-27, 22-23, 26-27, 23-24, AND 25-26, PORTANA PLAT NO. 1, MAP BOOK 10, PAGE 107, AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF LOT 2, BLOCK 12, MAP OF DUNLAWTON, MAP BOOK 14, PAGE 83.
SITUATED IN SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

DRAINAGE EASEMENT EXHIBIT



LINE	BEARING	LENGTH
L51	N02°02'25"E	110.00'
L52	N89°39'35"W	240.00'
L53	S02°02'25"W	110.00'
L54	N02°02'25"E	110.00'
L55	S85°57'23"W	75.35'
L56	S84°35'57"E	85.71'
L57	N18°07'14"E	30.21'
L58	N25°40'32"W	282.28'
L59	N64°49'03"E	185.15'
L60	S19°36'33"W	17.36'
L61	S70°32'37"E	23.98'
L62	N86°57'23"E	88.23'
L63	S10°57'59"W	42.36'
L64	S50°52'03"E	45.79'
L65	N50°52'03"W	51.71'
L66	S84°48'32"W	183.05'
L67	S25°11'17"E	104.43'
L68	S55°03'53"E	6.43'
L69	S84°48'43"W	3.20'
L70	S75°46'28"W	15.21'
L71	N55°03'53"W	15.86'
L72	S75°46'28"W	23.66'
L73	N26°28'20"W	3.64'
L74	N88°04'53"W	52.40'
L75	S80°39'52"E	12.10'
L76	N60°39'52"W	12.45'
L77	N87°25'09"W	33.71'
L78	S2°34'51"W	12.00'
L79	N87°25'09"W	20.00'
L80	N2°34'51"E	12.00'
L81	N25°10'57"W	13.91'
L82	N06°42'42"W	1.68'
L83	N64°49'03"E	26.15'
L84	N87°25'09"W	16.96'
L85	N40°27'08"W	111.07'
L86	N59°49'03"W	66.92'
L87	N32°13'24"E	72.65'
L88	S59°49'03"E	67.23'
L89	S32°13'24"E	68.12'
L90	S02°02'25"W	110.00'
L91	N89°39'35"W	20.00'
L92	N77°04'38"E	20.00'
L93	S64°20'18"W	51.62'

LINE	BEARING	LENGTH
L105	S36°29'45"E	107.89'
L106	S86°38'02"W	71.67'
L107	S86°38'02"W	63.80'
L108	S86°38'02"W	202.21'
L109	N64°48'43"E	40.00'
L110	N64°48'43"E	103.29'
L111	S25°11'17"E	110.00'
L112	N25°11'17"W	110.00'
L113	N64°48'43"E	37.92'
L114	N02°03'37"E	101.68'
L115	N57°50'59"E	1.29'
L116	N18°55'16"E	7.53'
L117	N36°09'01"W	2.61'
L118	N02°03'37"W	1.19'
L119	N57°50'59"E	25.53'
L120	N64°48'43"E	7.09'
L121	S8°05'24"E	8.81'
L122	N02°31'31"E	58.35'
L123	N23°09'53"E	7.89'
L124	N64°20'18"E	129.35'
L125	N89°39'23"E	110.00'
L126	S02°03'37"E	20.00'
L127	S89°39'23"W	110.00'
L128	S02°03'37"E	80.00'
L129	N89°39'23"E	45.00'
L130	S02°03'37"E	44.57'
L131	S89°39'23"W	45.00'
L132	S02°04'1"E	80.00'
L133	N89°39'23"E	110.00'
L134	N89°39'23"E	20.00'
L135	S89°39'23"W	110.00'
L136	N89°39'23"E	20.00'
L137	N89°39'23"E	109.99'
L138	S02°03'37"E	20.00'
L139	S02°03'37"E	20.00'
L140	S89°39'23"W	110.00'
L141	S02°03'37"E	80.00'
L142	N89°39'23"E	45.00'
L143	S02°03'37"E	44.57'
L144	S89°39'23"W	45.00'
L145	S02°04'1"E	80.00'
L146	N89°39'23"E	110.00'
L147	N89°39'23"E	20.00'
L148	N89°39'23"E	110.00'
L149	S02°03'37"E	20.00'
L150	S89°39'23"W	110.00'
L151	N89°39'23"E	109.99'
L152	S02°03'37"E	20.00'
L153	S02°03'37"E	20.00'
L154	S89°39'23"W	109.99'
L155	N32°19'27"W	31.85'
L156	S89°44'23"W	49.50'
L157	N02°44'46"W	67.73'
L158	N89°39'23"E	110.00'
L159	N89°39'23"E	110.00'
L160	N89°39'23"E	110.00'
L161	S02°03'37"E	1.19'
L162	N89°39'23"E	100.00'
L163	S02°03'37"E	20.00'
L164	S89°39'23"W	100.00'
L165	N02°03'37"W	1.19'

LINE	BEARING	LENGTH
L176	S89°39'23"W	110.00'
L177	S89°39'23"W	110.00'
L178	S89°39'23"W	110.00'
L179	N02°03'37"W	20.00'
L180	N89°39'23"E	100.00'
L181	N89°39'23"E	110.00'
L182	N02°03'37"W	1.19'
L183	S02°03'37"E	1.19'
L184	S89°39'23"W	110.00'
L185	S89°39'23"W	100.00'
L186	N02°03'37"W	20.00'
L187	N89°39'23"E	100.00'
L188	N89°39'23"E	110.00'
L189	S02°03'37"E	20.00'
L190	S02°03'37"E	20.00'
L191	N02°03'37"W	20.00'

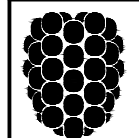
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C204	20.06'	200.00'	05°44'46"	20.05'	S44°49'05"W
C205	214.11'	310.00'	39°34'21"	208.88'	S70°13'17"W
C206	212.48'	312.97'	38°53'54"	208.42'	S24°54'49"W
C208	26.83'	18.00'	85°24'41"	24.42'	S41°53'36"E
C209	34.20'	207.00'	09°28'02"	34.16'	S03°55'17"E
C210	30.04'	18.00'	95°38'40"	26.67'	S39°09'03"W
C212	22.69'	18.00'	72°13'11"	21.22'	N54°13'50"E
C214	34.44'	23.00'	85°48'02"	31.31'	N24°46'47"W
C215	40.03'	17.00'	134°55'40"	31.40'	N00°12'58"W
C216	37.30'	23.00'	92°55'24"	33.35'	N20°47'07"E
C218	10.68'	30.59'	20°00'07"	10.63'	N39°56'10"W
C228	31.96'	23.00'	79°37'41"	29.45'	S50°46'50"W
C230	20.01'	150.00'	07°38'42"	20.00'	S39°15'17"W
C232	36.13'	18.00'	115°00'07"	30.36'	N83°58'23"E
C233	14.38'	13.00'	63°23'46"	13.66'	N15°28'54"E
C234	34.55'	12.00'	164°56'42"	23.79'	N45°32'55"W
C238	6.89'	29.18'	1°31'40"	6.87'	S68°37'04"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C243	5.15'	23.00'	12°49'34"	5.14'	S58°23'31"W
C244	6.74'	28.85'	13°23'12"	6.73'	S83°54'04"W
C246	27.90'	28.00'	57°05'38"	26.76'	N59°32'04"W
C247	27.95'	16.89'	94°48'02"	24.87'	N78°23'16"W
C248	38.45'	42.00'	52°27'05"	37.12'	S80°26'15"W
C249	32.11'	17.00'	108°13'34"	27.55'	S52°33'01"W
C250	37.00'	58.29'	36°22'12"	36.38'	S17°54'04"W
C252	10.32'	85.00'	06°57'11"	10.31'	S33°32'37"W
C253	9.81'	45.00'	12°29'30"	9.79'	S36°18'47"W
C255	25.96'	33.00'	45°04'11"	25.29'	S70°02'45"W
C260	52.36'	20.00'	150°00'03"	38.64'	N64°49'03"E
C263	35.41'	17.00'	119°20'49"	29.35'	N64°49'03"E
C264	36.13'	23.00'	90°00'00"	32.53'	N19°49'03"E
C267	11.41'	7.00'	93°21'25"	10.19'	N18°08'21"E
C269	23.48'	7.34'	183°11'01"	14.68'	N15°28'54"E
C271	18.13'	454.00'	02°17'15"	18.13'	N88°13'47"W
C272	14.50'	312.00'	02°39'45"	14.50'	S49°26'10"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C279	385.12'	330.00'	66°31'36"	363.63'	S20°30'56"W
C280	420.55'	310.00'	77°43'45"	388.04'	N25°56'51"E
C281	23.78'	15.00'	90°50'03"	21.37'	S18°55'16"W
C282	48.76'	30.00'	93°07'47"	43.57'	S20°04'08"W
C283	22.13'	11.00'	115°16'38"	18.58'	S68°38'02"W
C284	36.81'	30.00'	70°18'11"	34.54'	N78°12'37"W
C285	33.83'	20.00'	89°54'46"	29.94'	N05°23'36"E
C286	21.23'	11.00'	110°13'30"	18.08'	S70°51'46"E
C287	8.03'	3.00'	153°19'02"	5.84'	N87°45'55"E
C288	3.34'	24.50'	07°40'49"	3.34'	N15°00'51"E
C289	34.12'	35.00'	62°31'17"	32.82'	N08°16'53"W
C291	31.42'	20.00'	90°00'00"	28.28'	S45°20'37"E
C292	31.42'	20.00'	90°00'00"	28.28'	S44°19'23"W
C293	47.07'	30.00'	89°53'43"	42.39'	N45°19'16"W
C294	38.25'	35.00'	62°39'02"	36.38'	N30°56'00"E
C295	16.40'	15.00'	82°39'22"	15.60'	N30°54'55"E
C296	16.37'	15.00'	82°39'17"	15.57'	N31°40'23"E
C297	38.21'	35.00'	62°33'32"	36.34'	N31°39'14"E
C298	29.96'	30.00'	57°12'49"	28.73'	N28°13'37"E
C299	99.86'	50.00'	114°23'39"	84.07'	N00°22'27"W
C300	29.96'	30.00'	57°12'49"	28.73'	N28°58'52"W

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF S89°58'E ALONG THE SOUTH LINE OF LANTERN PARK UNIT 2, MB. 32, PG. 113, AND COVENTRY FOREST ON THE HILL PHASE IV, MB. 47, PG. 176, AND COVENTRY FOREST ON THE HILL PHASE VI, MB. 36, PG. 198, AND COVENTRY FOREST SUB SECTION SEVEN, MB. 42, PG. 68, AND COVENTRY FOREST ON THE HILL PHASE I, MB. 44, PG. 116.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., AND THE CITY OF PORT ORANGE.
- TRACTS "D", "E", AND "F" DEPICTED HEREON AS COMMON OPEN SPACE AND TREE PRESERVATION AREAS WILL BE OWNED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND TREE PRESERVATION.
- TRACT C (LIFT STATION) IS TO BE OWNED AND MAINTAINED BY THE CITY OF PORT ORANGE AS DEEDED IN FEE SIMPLE BY SEPARATE INSTRUMENT.
- TRACT A (BIO-RETENTION POND) AND TRACT B (BIO-RETENTION POND/ PRESERVATION EASEMENT) ARE TO BE OWNED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., WITH ACCESS EASEMENTS RIGHTS IN FAVOR OF THE CITY OF PORT ORANGE.
- LANDSCAPE BUFFERS SHOWN WITHIN TRACTS A, B, D, E AND F ARE TO BE CONTROLLED AND MAINTAINED BY THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC. THERE WILL BE NO CLEARING OR ALTERATION UNLESS OTHERWISE SHOWN ON APPROVED PLANS BY THE CITY OF PORT ORANGE.
- TREE PRESERVATION EASEMENTS OVER THE SPECIMEN AND HISTORIC TREES WITHIN THE SITE AND SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:
ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE
- THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO MADELINE COMMONS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8154, PAGE 833, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE MADELINE COMMONS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 406-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY PRESERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH PRESERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
- TREE PRESERVATION EASEMENT AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH SURVIVAL WITHIN THE BOUNDARIES OF THE DRIPLINE ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOIL, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING, AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A PRESERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PRESERVATION EASEMENT.
- THE NON-VEHICULAR ACCESS EASEMENTS LOCATED ON LOTS 39, 70, 125 AND 127 ARE TO BE GRANTED TO AND CONTROLLED BY THE CITY OF PORT ORANGE.
- PLANTINGS AND IRRIGATION SYSTEM IN THE ROUND-ABOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.



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CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
01	COVER
02	BOUNDARY, TOPO, AND TREE SURVEY
03	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES_1
04	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES_2
05	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES_3
06	DEMOLITION AND SWPPP PLAN_1
07	DEMOLITION AND SWPPP PLAN_2
08	SWPPP DETAILS
09	SWPPP NOTES
10	OVERALL DEVELOPMENT PLAN
11	GEOMETRY, PAVEMENT, STRIPING AND SIGNAGE PLAN_1
12	GEOMETRY, PAVEMENT, STRIPING AND SIGNAGE PLAN_2
13	GEOMETRY, PAVEMENT, STRIPING AND SIGNAGE PLAN_3
14	CHARLES STREET RIGHT-OF-WAY IMPROVEMENTS
15	TURN LANE GRADING AND DRAINAGE
16	GRADING_1
17	GRADING_2
18	GRADING_3
19	OVERALL DRAINAGE PLAN
20	STORMWATER POND 1 PLAN
21	STORMWATER POND 2 PLAN
22	STORMWATER POND 3A PLAN
23	STORMWATER POND 3B PLAN
24	STORMWATER POND 4A PLAN
25	STORMWATER POND 4B PLAN
26	OVERALL UTILITY PLAN
27	UTILITY DETAILS AND NOTES
28	PLAN AND PROFILE - COMMONS WAY_1
29	PLAN AND PROFILE - COMMONS WAY_2
30	PLAN AND PROFILE - COMMONS WAY_3
31	PLAN AND PROFILE - BLUET DR_1
32	PLAN AND PROFILE - BLUET DR_2
33	PLAN AND PROFILE - 5TH STREET_1
34	PLAN AND PROFILE - 5TH STREET_2
35	PLAN AND PROFILE - LIFT STATION
36	UTILITY CONFLICT DETAILS
37	LIFT STATION DETAILS
38	LIFT STATION DETAILS
39	CITY DETAILS
40	CITY DETAILS
41	CITY DETAILS
42	MISCELLANEOUS DETAILS AND NOTES
43	FDOT DETAILS
44	FDOT DETAILS
45	FDOT DETAILS
46	FDOT DETAILS
47	FDOT DETAILS
48	MAINTENANCE OF TRAFFIC AND FDOT DETAILS
49	MAINTENANCE OF TRAFFIC
50	TREE REMOVAL PLAN
51	TREE PRESERVATION PLAN
52	COMMON OPEN SPACE PLAN
53	ADJACENT PROPERTY OWNERS EXHIBIT
54	WETLAND IMPACT PLAN
55	AUTOTURN TRUCK PLAN
56	TREE PROTECTION AND ROOT PRUNING PLAN_1
57	TREE PROTECTION AND ROOT PRUNING PLAN_2
58	TREE PROTECTION AND ROOT PRUNING PLAN_3
TP1	TREE PROTECTION PLAN
TP2	TREE PROTECTION PLAN
TP3	TREE PROTECTION PLAN
L1	LANDSCAPE PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE PLAN
L4	ENLARGEMENT LANDSCAPE PLANS AND DETAILS
L5	LANDSCAPE DETAILS AND NOTES
IR1	OVERALL IRRIGATION PLAN
IR2	IRRIGATION ENLARGEMENT PLAN
IR3	IRRIGATION ENLARGEMENT PLAN
IR4	IRRIGATION DETAILS AND NOTES

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

LEGAL DESCRIPTION

PARCEL 1: ALL OF BLOCKS 22 THROUGH 27, INCLUSIVE, PORTONA, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 10, AT PAGE 107, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2: LOT 2 (EXCEPT ONE-HALF ACRE NORTH OF CANAL ON WEST LINE OF LOT 2 AND EXCEPT THE EAST 625 FEET), SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. AND LESS AND EXCEPT ANY PORTION OF LOT 2 LYING WEST OF MCDONALD ROAD. AND LESS AND EXCEPT THAT PORTION OF LOT 2 CONVEYED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2317, PAGE 1472, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND LESS AND EXCEPT ALL OF THAT PORTION PLATTED AS AMBER VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 61, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: NORTH 290 FEET OF THE EAST 660 FEET, EAST OF MCDONALD ROAD OF SUGAR HOUSE RESERVATION AND EAST 500 FEET OF SOUTH 50 FEET OF LOT 2, BLOCK 12, DUNLAWTON, PORT ORANGE, FLORIDA. LYING AND BEING IN VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE NORTH 170 FEET OF THE SOUTH 370 FEET OF THE NORTH 660 FEET OF THE EAST 660 FEET, EAST OF MCDONALD ROAD OF DUNLAWTON SUGAR HOUSE RESERVATION, ACCORDING TO THE MAP RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 1,507,262.61 SQUARE FEET (34.602 ACRES±)

PROJECT STATEMENT

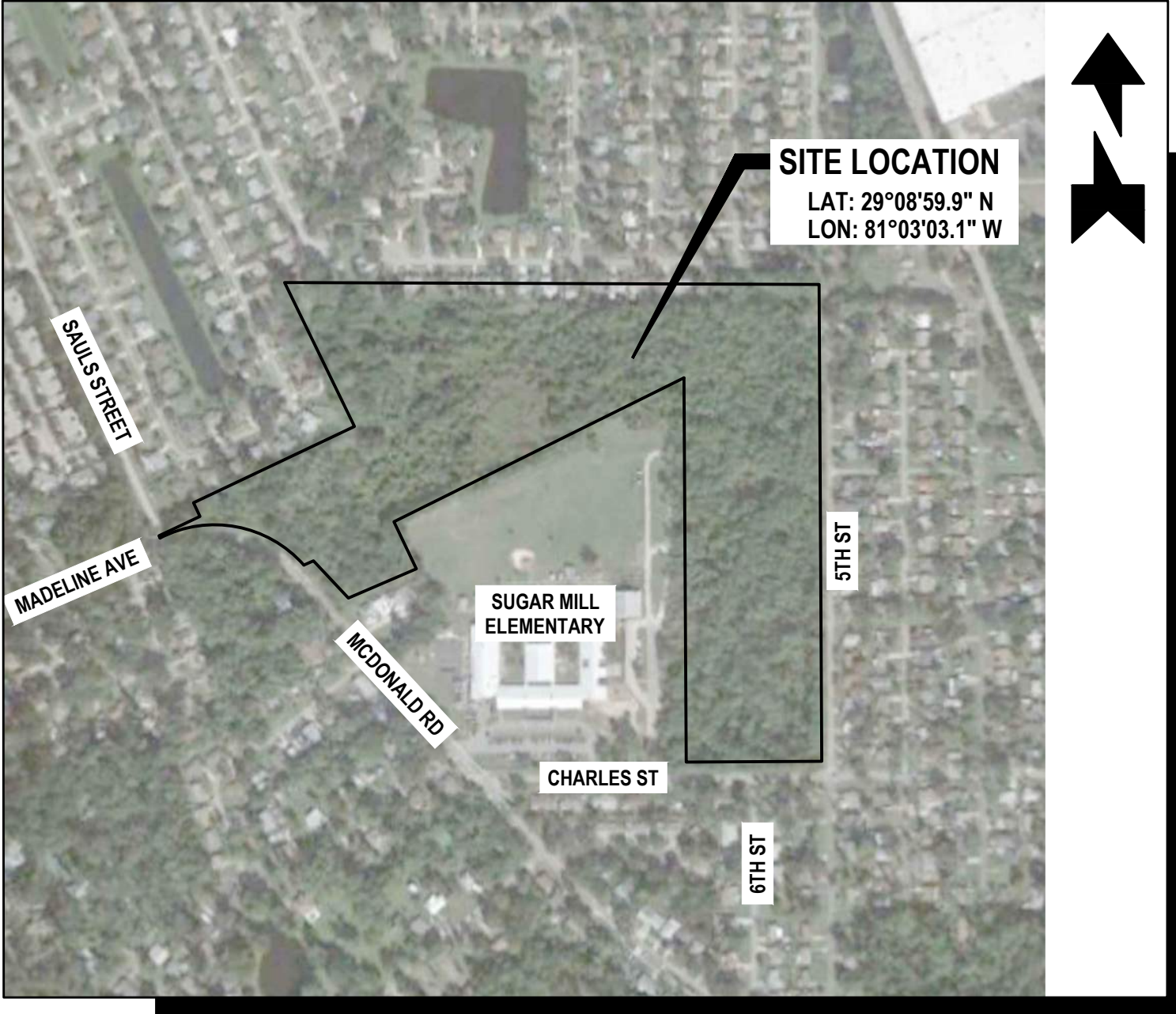
PROPOSE A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "MADELINE COMMONS" CONSISTING OF 149 SINGLE FAMILY DETACHED DWELLING UNITS ON 34.60 ACRES ± (4.31 UNITS PER ACRE).

JURISDICTIONAL AGENCY

CITY OF PORT ORANGE (DEVELOPMENT ORDER)	22-50000003
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR10VE03
SJRWMD (STORMWATER)	184120-1
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.
VOLUSIA COUNTY SCHOOLS - BUILDING PERMIT	.

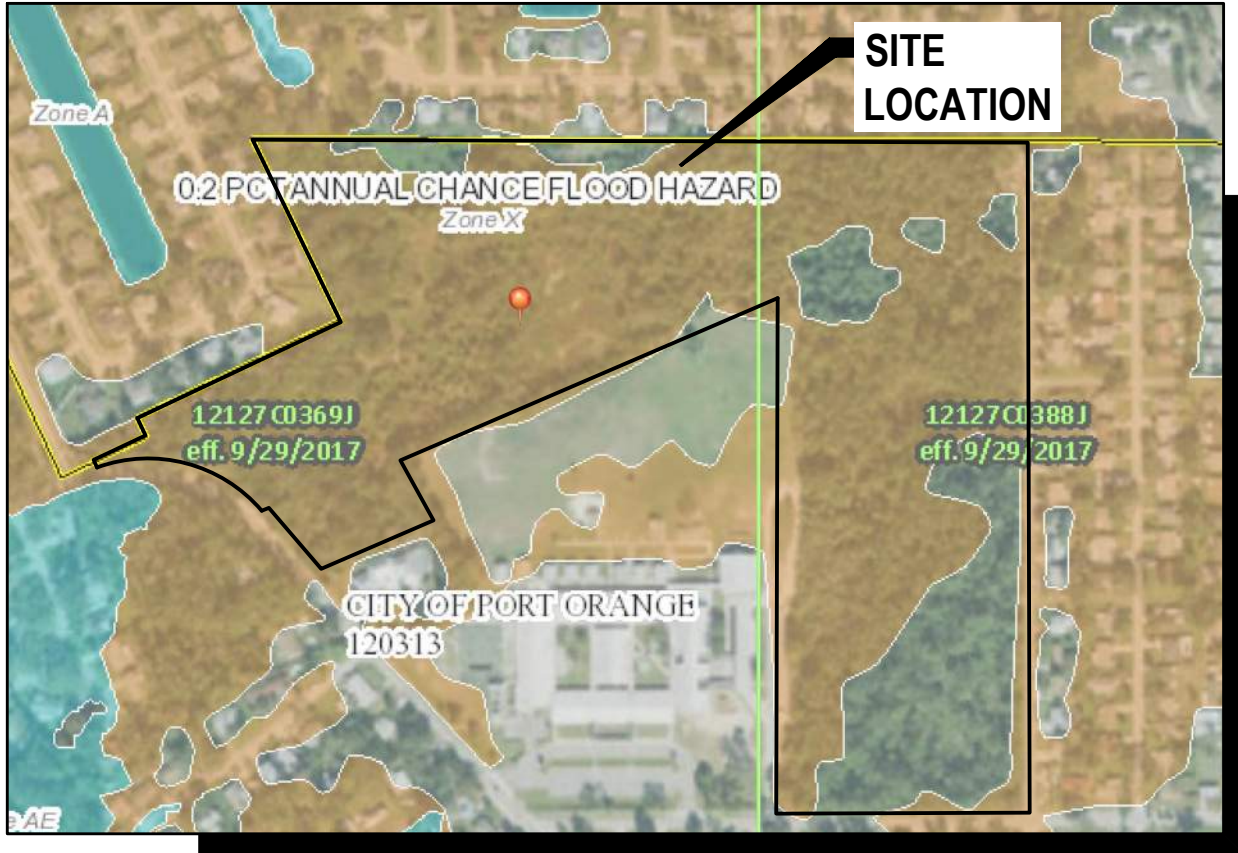
CITY OF PORT ORANGE NOTE

PURSUANT TO CHAPTER 13, SECTION 9, APPROVAL OF THIS PLAN INCLUDES AN ADMINISTRATIVE VARIANCE TO STANDARD CONSTRUCTION DETAIL ST-8 TO NOT REQUIRE A 10 FEET MINIMUM MAINTENANCE BERM AND DRAINAGE EASEMENT FROM THE TOP OF BANK DUE TO THE DEPTH OF THE POND'S BEING LESS THAN 2.5 FEET PER LDC, CH. 5, SEC. 6(D)(1)(D).



AERIAL MAP

SCALE: 1" = 500'



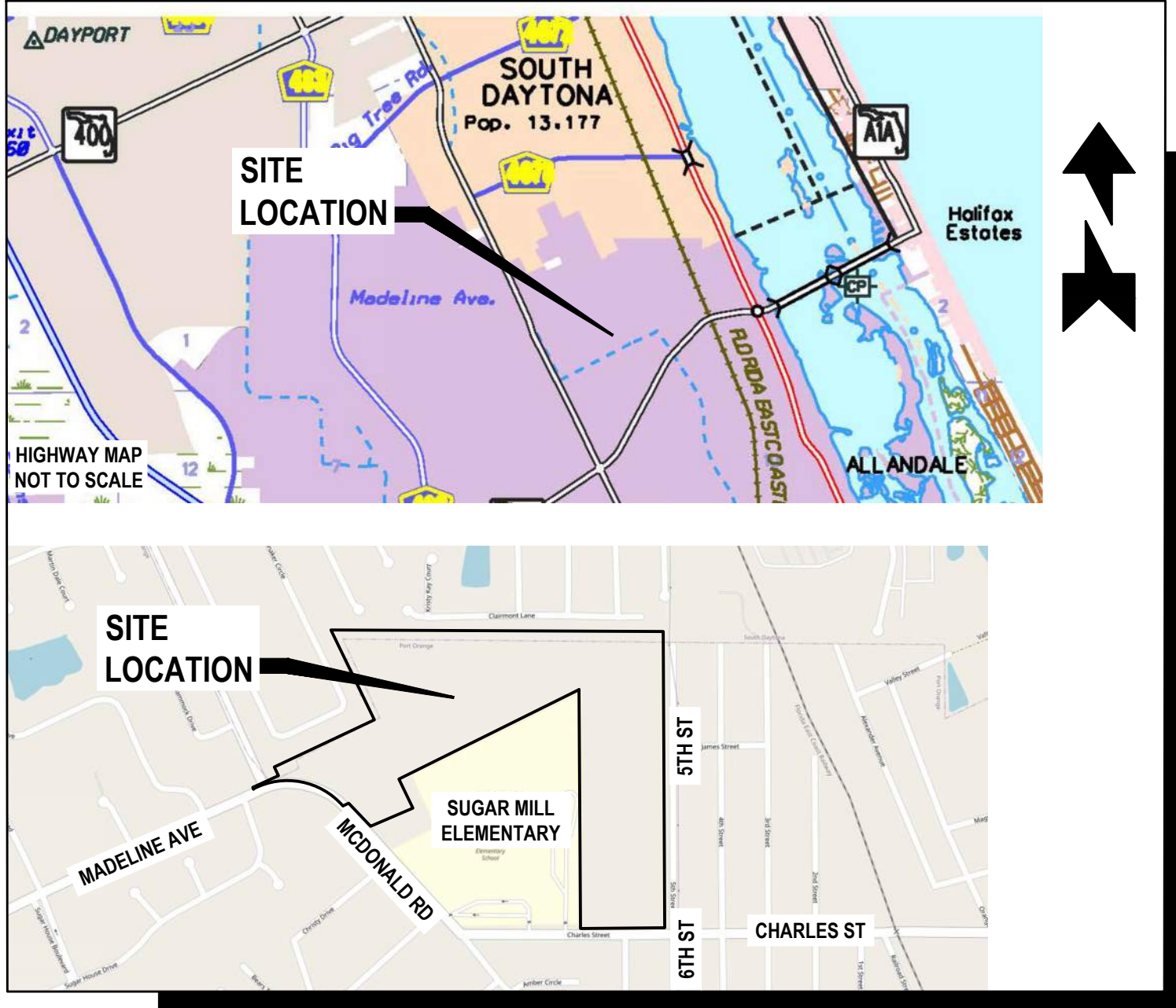
FLOOD ZONE MAP

SCALE: 1" = 500'

FLOOD ZONE "X" & "SHADED X"
PANEL No. 12127C0369J, EFF. 2/29/2017
PANEL No. 12127C0388J, EFF. 9/29/2017

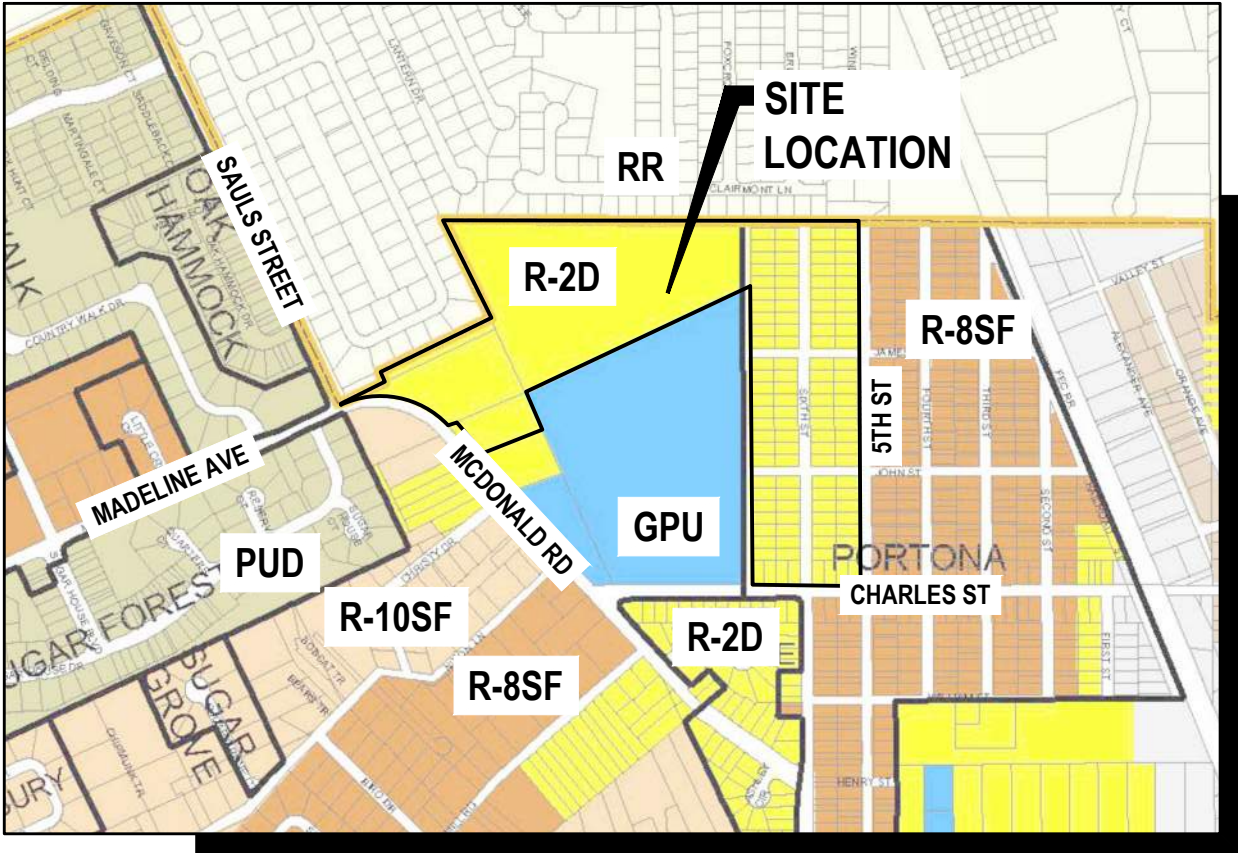
SUBDIVISION PLAN DRAWINGS FOR MADELINE COMMONS

SECTIONS 04 AND 37, TOWNSHIP 16S, RANGE 33E
16-33-04-02-22-0010, 16-33-04-00-0021,
16-33-37-01-13-0010 AND 16-33-37-01-13-0017
975 MCDONALD ROAD
PORT ORANGE, FL 32129
JULY 2022
REVISED NOVEMBER 2022



LOCATION MAP

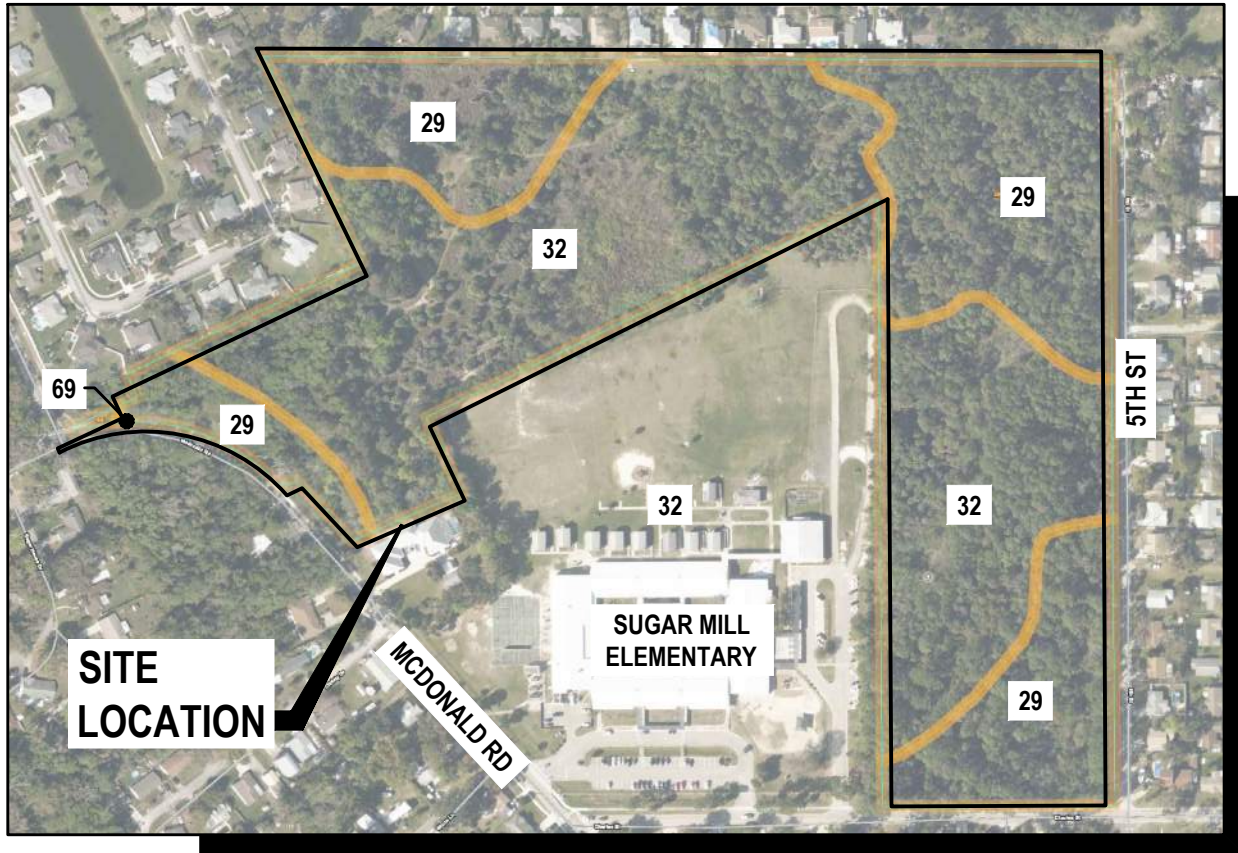
SCALE: 1" = 800'



ZONING MAP

SCALE: 1" = 800'

ZONING : (PUD) PLANNED UNIT DEVELOPMENT



SOILS MAP

SCALE: 1" = 400'

SOIL TYPE:(29) IMMOKALEE SAND
(32) MYAKKA-MYAKKA, WET, FINE SANDS,
0 TO 2 PERCENT SLOPES
(69) TUSCAWILLA FINE SAND

PROJECT TEAM

PROPERTY OWNER/APPLICANT: MADELINE COMMONS, LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701
PHONE: (437) 922-5793
EMAIL: FIDDLERSHOLDINGS@GMAIL.COM

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: CODY@NEWKIRK-ENGINEERING.COM

SURVEYOR: DEWBERRY
131 WEST KALEY STREET
ORLANDO, FL 32806
PHONE: (321) 354-9826
EMAIL: MDICHIARA@DEWBERRY.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
FAX: (386) 760-4067
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC
235 N. HUNT CLUB BLVD., SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
FAX: (407) 869-9436
EMAIL: CKRACK@ECSFL.CC

CONTACT NUMBERS

PLANNING DIVISION - CITY OF PORT ORANGE (386) 506-5600
BUILDING SERVICES - CITY OF PORT ORANGE (386) 506-5600
WATER - CITY OF PORT ORANGE UTILITY DIVISION (386) 506-5770
WASTEWATER - CITY OF PORT ORANGE UTILITY DIVISION (386) 506-5750
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 322-3400
TELEPHONE/CABLE - AT&T (386) 304-1175



1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewKirk-Engineering.com
C.A. # 30209
L.C. # 2600084
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Civil Engineering,
Transportation, CEI &
Landscape Architecture

NEWKIRK
ENGINEERING INC

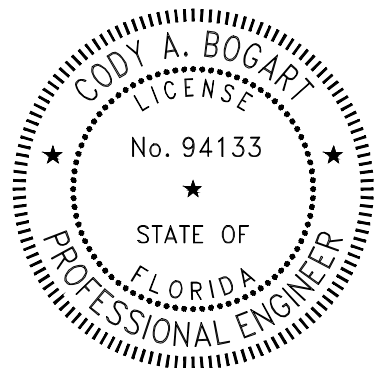
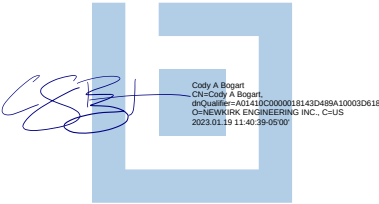
1

E

2

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
CODY A. BOGART, PE # 94133 ON

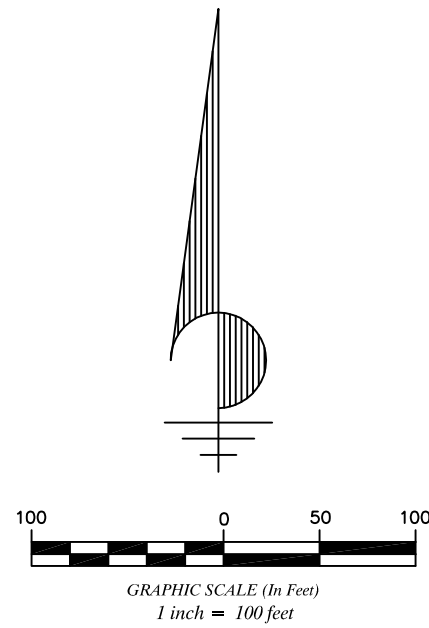


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DRAWING NUMBER

01

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY / TOPOGRAPHIC SURVEY
MADELINE COMMONS
PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LEGAL DESCRIPTION -per Schedule A

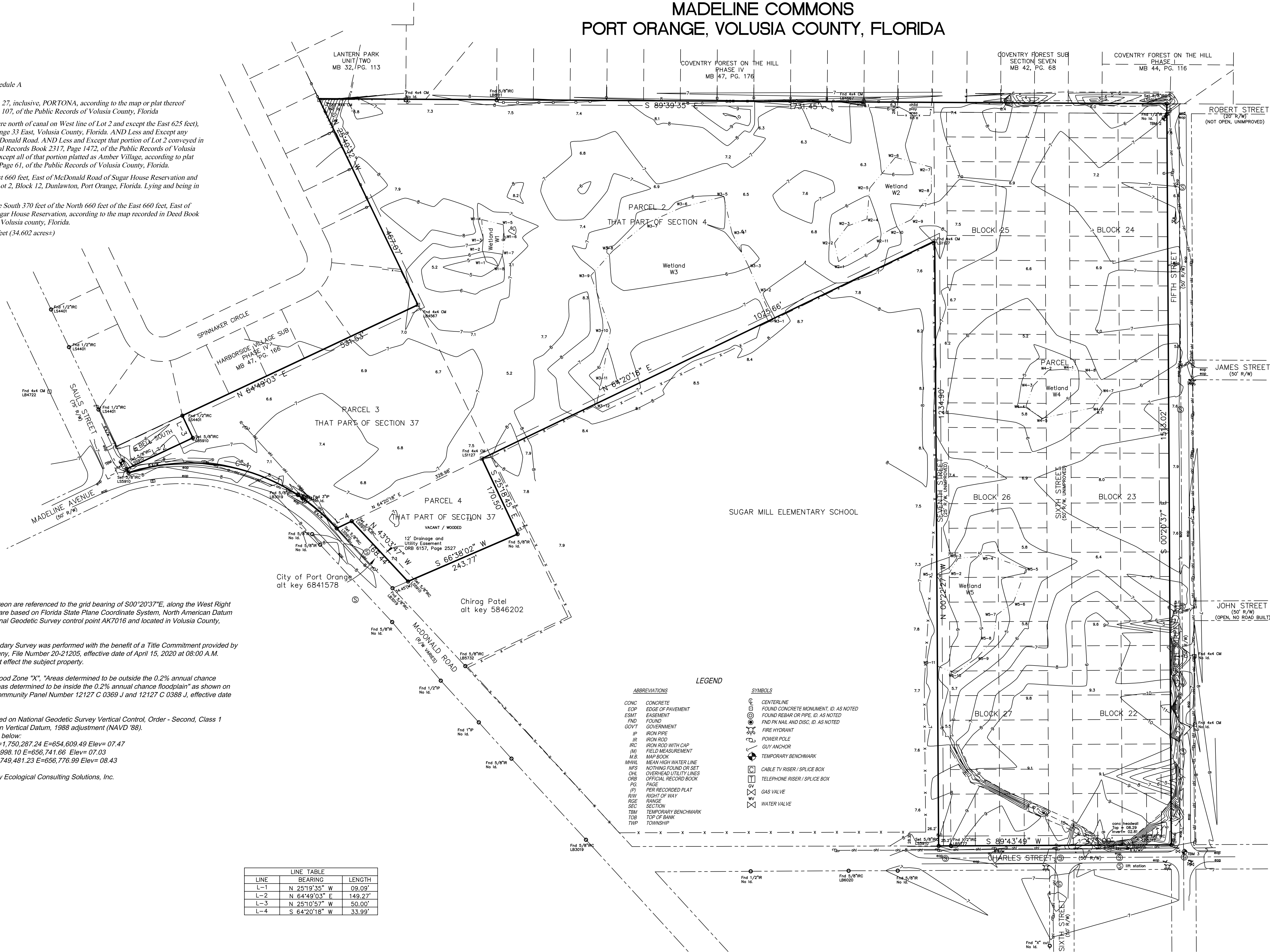
Parcel 1: All of Blocks 22 through 27, inclusive, PORTONA, according to the map or plat thereof recorded in Map Book 10, at Page 107, of the Public Records of Volusia County, Florida

Parcel 2: Lot 2 (except one-half acre north of canal on West line of Lot 2 and except the East 625 feet), Section 4, Township 16 South, Range 33 East, Volusia County, Florida. AND Less and Except any portion of Lot 2 lying West of McDonald Road. AND Less and Except that portion of Lot 2 conveyed in Warranty Deed recorded in Official Records Book 2317, Page 1472, of the Public Records of Volusia County, Florida. AND Less and Except all of that portion platted as Amber Village, according to plat thereof recorded in Plat Book 40, Page 61, of the Public Records of Volusia County, Florida.

Parcel 3: North 290 feet of the East 660 feet, East of McDonald Road of Sugar House Reservation and East 500 feet of South 50 feet of Lot 2, Block 12, Dunlawton, Port Orange, Florida. Lying and being in Volusia County, Florida.

Parcel 4: The North 170 feet of the South 370 feet of the North 660 feet of the East 660 feet, East of McDonald Road of Dunlawton Sugar House Reservation, according to the map recorded in Deed Book "M", Page 187, Public Records of Volusia county, Florida.

Containing 1,507,262.61 square feet (34.602 acres±)



1 - North and the bearings shown hereon are referenced to the grid bearing of S00°20'37"E, along the West Right of Way of Fifth Street. Grid bearings are based on Florida State Plane Coordinate System, North American Datum 1983/1999, East Zone, utilizing National Geodetic Survey control point AK7016 and located in Volusia County, Florida.

2 - This ALTA/NSPS Land Title Boundary Survey was performed with the benefit of a Title Commitment provided by Westcor Land Title Insurance Company, File Number 20-21205, effective date of April 15, 2020 at 08:00 A.M. There are no Schedule B II items that effect the subject property.

3 - The subject property lies within Flood Zone "X". "Areas determined to be outside the 0.2% annual chance floodplain" AND Flood Zone "X" "Areas determined to be inside the 0.2% annual chance floodplain" as shown on FEMA Flood Insurance Rate Map, Community Panel Number 12127 C 0369 J and 12127 C 0388 J, effective date September 29, 2017.

4 - Elevations shown hereon are based on National Geodetic Survey Vertical Control, Order - Second, Class 1 control point AQ1370, North American Vertical Datum, 1988 adjustment (NAVD '88).

Temporary Benchmarks are as listed below:

TBM-1 top of concrete storm inlet N=1,750,287.24 E=654,609.49 Elev= 07.47

TBM-2 top of 1/2"IR No Id. N=1,750,998.10 E=656,741.66 Elev= 07.03

TBM-3 top of sanitary manhole N=1,749,481.23 E=656,776.99 Elev= 08.43

5 - Wetland lines are as delineated by Ecological Consulting Solutions, Inc.

LINE TABLE			
LINE	BEARING	ARC LENGTH	LENGTH
L-1	N 25°19'35" W	09.09'	
L-2	N 64°49'03" E	149.27'	
L-3	N 25°10'57" W	50.00'	
L-4	S 64°20'18" W	33.99'	

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	CHORD BEARING
C-1	400.03'	66°41'22"	465.62'	439.78'	N 75°05'16" W

LEGEND

ABBREVIATIONS	
CONC	CONCRETE
EOP	EDGE OF PAVEMENT
ESMT	EASIMENT
FND	FOUND
GOVT	GOVERNMENT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD WITH CAP
IM	FIELD MEASUREMENT
M.B	MAP BOOK
MHWL	MEAN HIGH WATER LINE
NFS	NOTHING FOUND OR SET
OHL	OVERHEAD UTILITY LINES
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PI	PER RECORDED PLAT
R/W	RIGHT OF WAY
RCE	RANGE
SEC	SECTION
TBM	TEMPORARY BENCHMARK
TOS	TOP OF BANK
TWP	TOWNSHIP

SYMBOLS	
CL	CENTERLINE
CM	FOUND CONCRETE MONUMENT, ID. AS NOTED
CR	FOUND REBAR OR PIPE, ID. AS NOTED
CP	FOUND P/NAIL AND DISC, ID. AS NOTED
FD	FIRE HYDRANT
PP	POWER POLE
GA	GUY ANCHOR
TM	TEMPORARY BENCHMARK
CR	CABLE TV RISER / SPLICE BOX
TR	TELEPHONE RISER / SPLICE BOX
GV	GAS VALVE
WV	WATER VALVE

CERTIFIED TO:
MARK GOLDSCHMIDT
NEWKIRK ENGINEERING, INC

Leon Hampton, PSM
Leon@lhpsm.com
www.lhpsm.com

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

11/02/2020 STATE OF FLORIDA
LEON L. HAMPTON, P.S.M. PROFESSIONAL SURVEYOR & MAPPER NO. 5910

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

LEON HAMPTON, PSM
LAND SURVEY and CONSULTING
203 SHERIDAN AVENUE
LONGWOOD, FLORIDA 32750
PHONE: (321) 231-4874
Leon@lhpsm.com
www.lhpsm.com

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA
MADELINE COMMONS
PORT ORANGE, FLORIDA

BOUNDARY /
TOPOGRAPHIC
SURVEY

REVISIONS	
06/04/20 Original release	
07/24/20 Revised boundary	
11/02/20 Added Topography	
01/23/21 Added Benchmarks	

CREW CHIEF: B.H.
DRAWN BY: BAT
CHECKED BY: L.H.

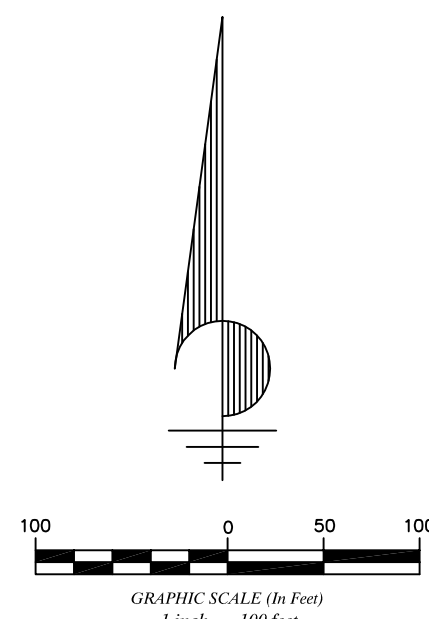
SCALE:
1" = 100'

LAST FIELD DATE
10/28/20

JOB NUMBER

20-0428

ALTA/NSPS LAND TITLE SURVEY
SPECIFIC PURPOSE / TREE SURVEY
MADELINE COMMONS
PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LEGAL DESCRIPTION -per Schedule A

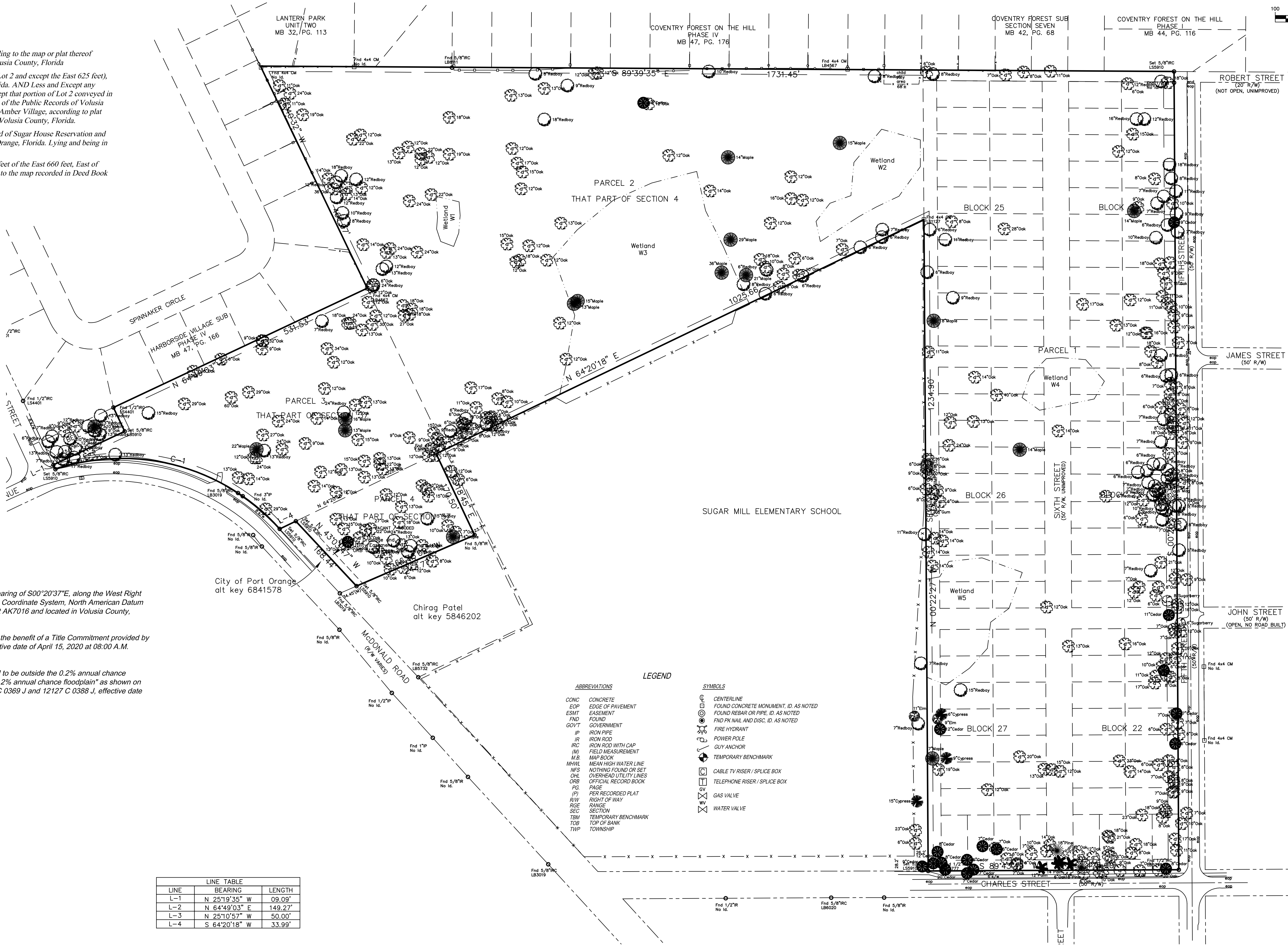
Parcel 1: All of Blocks 22 through 27, inclusive, PORTONA, according to the map or plat thereof recorded in Map Book 10, at Page 107, of the Public Records of Volusia County, Florida

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Containing 1,507,262.61 square feet (34.602 acres±)



SURVEYOR'S NOTES:

- 1 - North and the bearings shown hereon are referenced to the grid bearing of S00°20'37"E, along the West Right of Way of Fifth Street. Grid bearings are based on Florida State Plane Coordinate System, North American Datum 1983/1998, East Zone, utilizing National Geodetic Survey control point AK7016 and located in Volusia County, Florida.
- 2 - This ALTA/NSPS Land Title Boundary Survey was performed with the benefit of a Title Commitment provided by Westcor Land Title Insurance Company, File Number 20-21205, effective date of April 15, 2020 at 08:00 A.M. There are no Schedule B II Items that effect the subject property.
- 3 - The subject property lies within Flood Zone "X". Areas determined to be outside the 0.2% annual chance floodplain AND Flood Zone "X" Areas determined to be inside the 0.2% annual chance floodplain as shown on FEMA Flood Insurance Rate Map, Community Panel Number 12127 C 0369 J and 12127 C 0388 J, effective date September 29, 2017.

CERTIFIED TO:
MARK GOLDSMIDT
NEWKIRK ENGINEERING, INC

Leon Hampton, PSM
Leon@Lhpsm.com
www.Lhpsm.com

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

11/09/2020 STATE OF FLORIDA
LEON L. HAMPTON P.S.M. PROFESSIONAL SURVEYOR & MAPPER NO. 5910

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

LEON HAMPTON, PSM
LAND SURVEY and CONSULTING
203 SHERIDAN AVENUE
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PHONE: (321) 231-4874
Leon@Lhpsm.com
www.Lhpsm.com

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA
MADELINE COMMONS
PORT ORANGE, FLORIDA

SPECIFIC PURPOSE
TREE SURVEY

DATE	REVISIONS
06/04/20	Original release
07/24/20	Revised boundary
11/02/20	Added Topography
11/09/20	Added Trees
07/15/21	Adjusted some trees

CREW CHIEF: B.H.
DRAWN BY: BAT
CHECKED BY: LH

SCALE:
1" = 100'

FIELD DATE
10/31/20

JOB NUMBER
19-0613

Drawing name: C:\Users\mdchiora\AppData\Local\Temp\1501450145742_Madeline Commons_surf topo_Main.dwg SHEET 1 Mar 24, 2022 6:50am by: mdchiora

TOPOGRAPHIC SURVEY
-FOR-
MADELINE COMMONS LLC.
LOCATED IN SECTION 04, TOWNSHIP 16 SOUTH, RANGE 33 EAST

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
CL	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
PCC	POINT ON CURVE
POL	POINT ON LINE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PI	POINT OF INTERSECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
RW	RIGHT OF WAY
ESMT	EASEMENT
SEC	SECTION
FND	FOUND
REC	RECOVERED
COR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT
IRC	IRON ROD AND CAP
IR	IRON ROD
IP	IRON PIPE
CLF	CHAIN LINK FENCE
□	FOUND CONCRETE MONUMENT AS NOTED
○	FOUND NAIL AS NOTED
⊙	FOUND NAIL & DISK AS NOTED
⊙	SET NAIL & DISK (LB 8011)
●	FOUND IRON ROD & CAP AS NOTED
●	FOUND IRON ROD AS NOTED
⊙	SET 5/8" IRON ROD & CAP (LB 8011)
⊙	CONTROL/BENCHMARK AS DESCRIBED
⊙	CURB INLET GRATE
⊙	CATCH BASIN
⊙	STORM MANHOLE
⊙	SANITARY MANHOLE
⊙	SANITARY CLEANOUT
⊙	ELECTRIC MANHOLE
⊙	ELECTRIC METER
⊙	ELECTRIC RISER BOX
⊙	CABLE TELEVISION RISER BOX
⊙	TELEPHONE RISER BOX
⊙	UTILITY RISER
⊙	WIRE PULLBOX
⊙	WELL
⊙	WATER SPIGOT
⊙	IRRIGATION CONTROL VALVE
⊙	WATER METER
⊙	WATER VALVE
⊙	RECLAIM WATER VALVE
⊙	FIRE HYDRANT
⊙	AIR CONDITIONER PAD
⊙	GAS VALVE
⊙	GAS METER
⊙	GAS LINE MARKER
⊙	CONCRETE UTILITY POLE
⊙	METAL UTILITY POLE
⊙	WOOD UTILITY POLE
⊙	UTILITY POLE GUY ANCHOR
⊙	LIGHT POLE
⊙	SPOT/GROUND LIGHT
⊙	ELECTRIC TRANSFORMER
⊙	WETLAND FLAG
⊙	SIGN
⊙	BOLLARD
⊙	FLAG POLE
⊙	MAILBOX
⊙	TREE LINE
⊙	LINE BREAK
⊙	FENCE LINE AS NOTED
⊙	OVERHEAD UTILITY LINE
⊙	APPROXIMATE TOP OF BANK
⊙	APPROXIMATE TOE OF SLOPE
⊙	EXISTING CONTOUR



VICINITY MAP/KEY MAP:
(SCALE: 1"=400')

SURVEY NOTES:

- COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- THIS IS NOT A BOUNDARY SURVEY.
- WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
- THIS ROUTE MAY BE SUBJECT TO ADDITIONAL EASEMENTS, COVENANTS, AND RESTRICTIONS NOT SHOWN HEREON, BUT FOUND IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
- THE RIGHT-OF-WAY SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:
*GIS PARCEL DATA OBTAINED FROM VOLUSIA COUNTY PROPERTY APPRAISER.
*PREVIOUS SURVEY OBTAINED BY - LEON HAMPTON, PSM, LAND SURVEYING CONSULTANTS.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
- UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE AND AS DETAILED ACCESSIBLE STRUCTURES AND MANHOLES. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED BY FROM CITY OF SOUTH DAYTONA BENCHMARK 19. DESCRIBED AS BEING A BRASS DISC SET IN CONCRETE SIDEWALK STAMPED "CITY BM-19", HAVING AN ELEVATION OF 7.43'.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 1217C0369J AND 1217C0368J, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONES "X", "AE", AND "A".
- ALL FEMA LINES SHOWN HEREON LIE WITHIN ZONE "X", UNLESS OTHERWISE NOTED.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 03/24/2022 PER FAC 5J-17.062(2).

CERTIFIED TO:
MADELINE COMMONS, LLC.

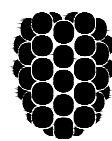
SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

 **Dewberry**
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

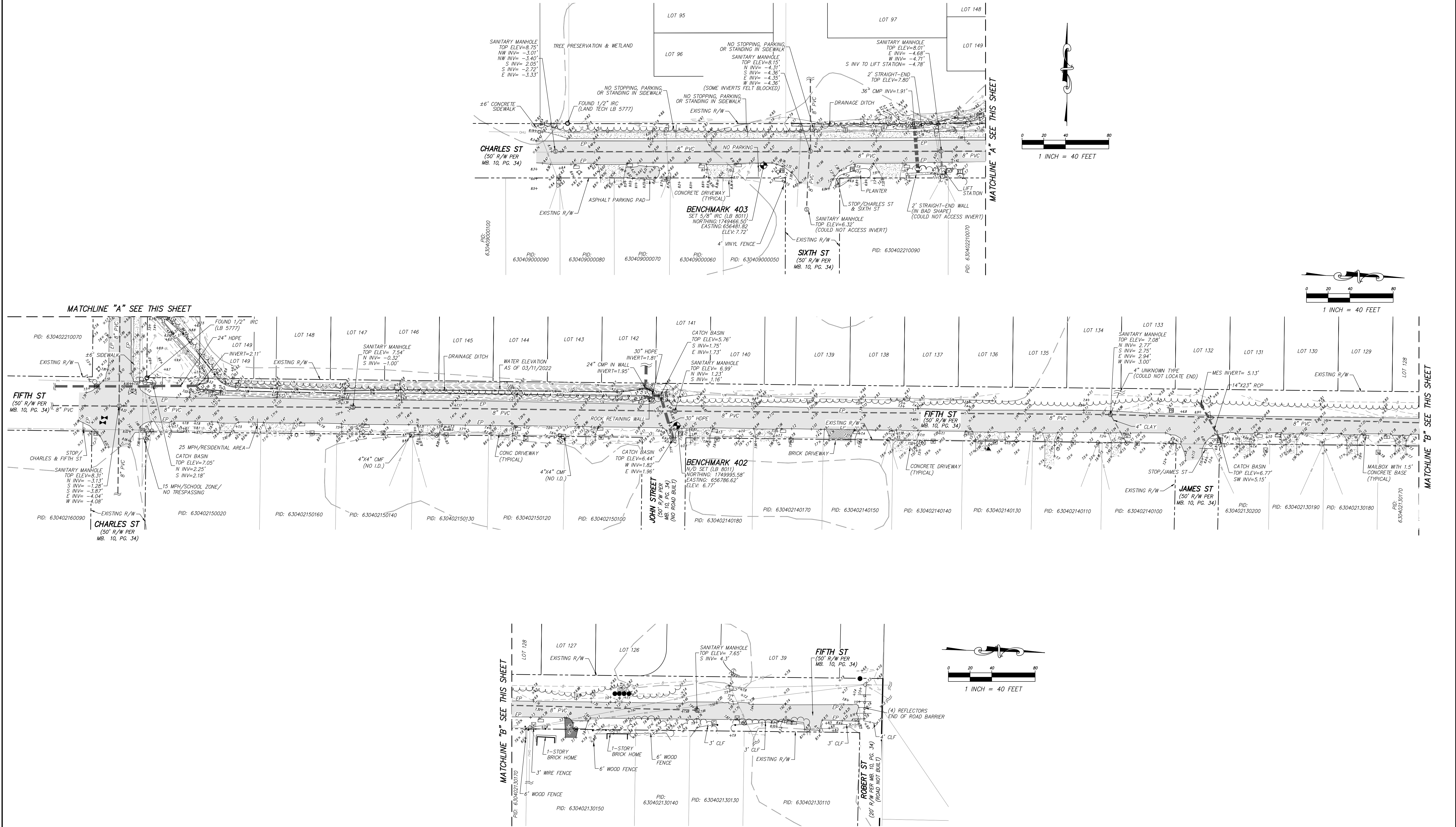
LOCATED IN SECTION 04, TOWNSHIP 16
SOUTH, RANGE 33 EAST

VOLUSIA COUNTY, FLORIDA

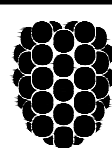
TOPOGRAPHIC SURVEY
-FOR-
MADELINE COMMONS, LLC.

FB/PG		FIELD DATE		PROJECT NO. 50149742	1 OF 3
PORT ORANGE #1/ 1-14		03/16/2022			
DRAWING DATE	BY	APPROVED		SCALE 1"=400'	
03/24/2022	MCD	WDD			

Drawing name: C:\Users\michalora\AppData\Local\Temp\15104150148742_Madeline Commons_surftopo_Mch.dwg SHEET 2 Mar 24, 2022 6:50am by: michalora



REVISIONS				
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PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

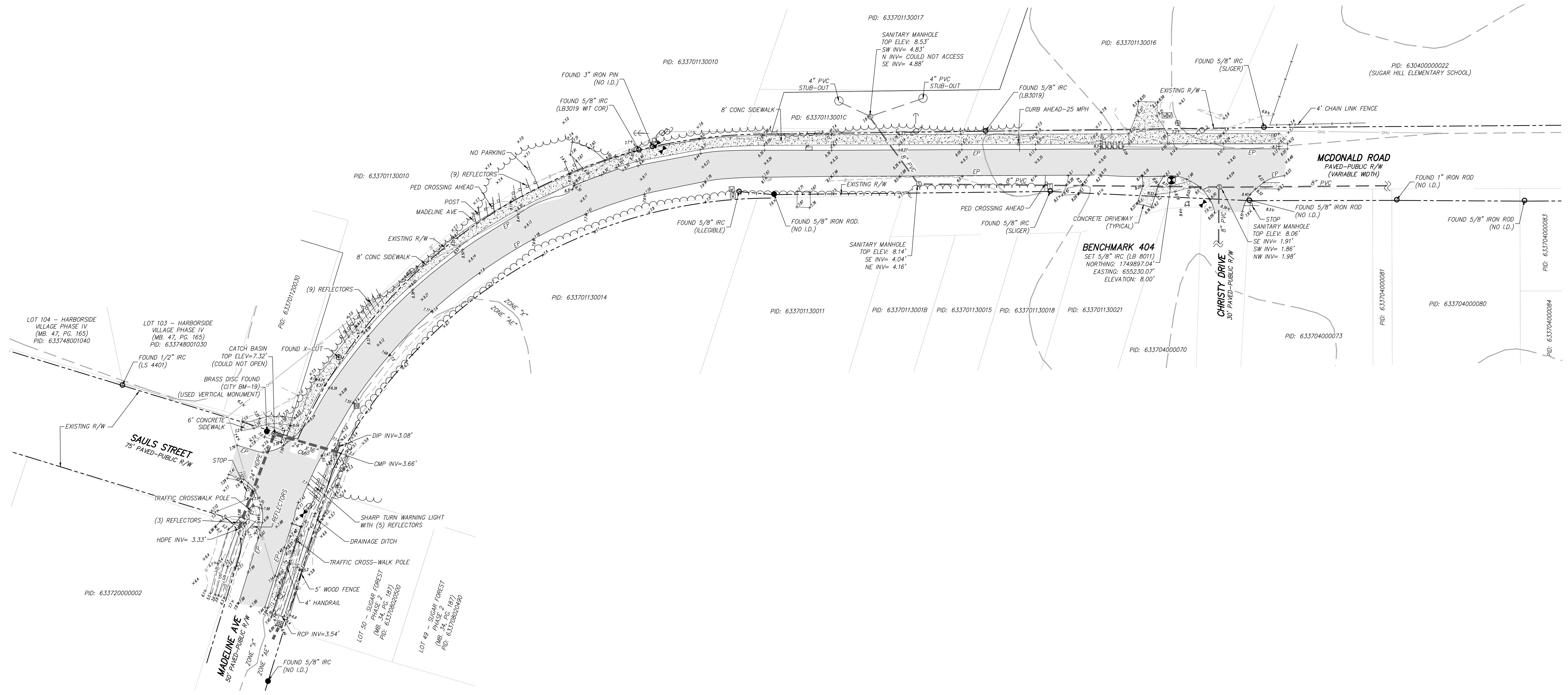
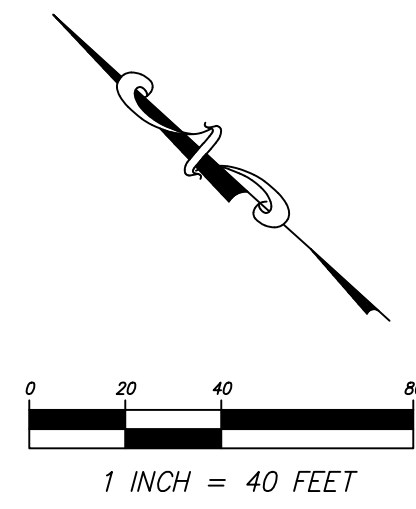
LOCATED IN SECTION 04, TOWNSHIP 16
SOUTH, RANGE 33 EAST

VOLUSIA COUNTY, FLORIDA

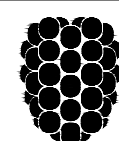
PLAT OF BOUNDARY SURVEY
-FOR-
MADELINE COMMONS, LLC.

FB/PG		FIELD DATE		PROJECT NO. 50149742	2 OF 3
PORT ORANGE #1/ 1-14		03/16/2022			
DRAWING DATE	BY	APPROVED		SCALE 1"=40'	
03/24/2022	MCD	WDD			

Drawing name: C:\Users\mdichiora\AppData\Local\Temp\151041501484742_Madeline Commons_surftop_Mch.dwg SHEET 3 Mar 24, 2022 6:50am by: mdichiora



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

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LOCATED IN SECTION 04, TOWNSHIP 16
SOUTH, RANGE 33 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
—FOR—
MADELINE COMMONS, LLC.

FB/PG		FIELD DATE		PROJECT NO. 50149742	3 OF 3
PORT ORANGE #1/ 1-14		03/16/2022			
DRAWING DATE	BY	APPROVED		SCALE 1"=40'	
03/24/2022	MCD	WDD			

GENERAL CONSTRUCTION NOTES

- GOVERNING SPECIFICATIONS: CITY OF PORT ORANGE LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION.
- ALL CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY SHALL CONFORM TO THE 2022 / 2023 EDITION OF THE FDOT STANDARD PLANS, THE 2022 EDITION OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FDOT UTILITY ACCOMMODATIONS MANUAL.
- 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 INSPECTORS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN AT THE JOB SITE A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. ALL CHANGES TO PLANS SHALL BE INCORPORATED IN THE "AS-BUILT" RECORD DRAWINGS PROVIDED BY CONTRACTOR FOR REVIEW AND APPROVAL FROM ENGINEER OF RECORD.
- THE CITY OF PORT ORANGE WILL OWN AND MAINTAIN ALL WATER SEWER LINES LOCATED WITHIN THE RIGHT-OF-WAY.
- THE CONTRACTOR SHALL PAY FOR AND OBTAIN A SITE ENGINEERING BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRE-CONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 506-5602 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
- SEPARATE BUILDING PERMIT APPLICATIONS ARE REQUIRED FOR: NEW BUILDINGS, CLUBHOUSE, TRASH COMPACTOR, RETAINING WALL, FENCE, SWIMMING POOL, GAZEBO, PLAYGROUND, LIGHT POLES AND SIGNS. CONTACT THE PORT ORANGE BUILDING DEPARTMENT AT (386) 506-5602..
- ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF PORT ORANGE UTILITY SPECIFICATIONS AND STANDARD UTILITY DETAILS, CURRENT EDITION.
- ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF PORT ORANGE UTILITIES DEPARTMENT, CURRENT EDITION.
- ALL RECLAIMED WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF PORT ORANGE UTILITIES DEPARTMENT, CURRENT EDITION.
- ALL ROADWAY SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
- LAND CLEARING OF THE PROJECT IS NOT ALLOWED UNTIL THE CITY ENGINEER AND/OR PLANNING DEPARTMENT ISSUES A LAND CLEARING PERMIT.
- SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN ALL SHOP DRAWINGS. THE CONTRACTOR TO SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
- THE LOCATION OF EXISTING UTILITIES HAS BEEN OBTAINED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT NATURE OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND TO NOTIFY NEWKIRK ENGINEERING, INC. AS TO DISCREPANCIES, IF ANY EXIST.
- ALL SURVEY AND TOPOGRAPHICAL INFORMATION BASED ON SURVEY INFORMATION PROVIDED BY DEWBERRY; CONTRACTOR TO COORDINATE WITH SURVEYOR FOR ALL CONSTRUCTION AND RECONSTRUCTION INFORMATION.
- ALL SURVEY AND TOPOGRAPHICAL INFORMATION IS BASED ON THE NAVD 1988 DATUM. ALL PROPOSED CONSTRUCTION ELEVATIONS ARE BASED ON THE NAVD 1988 DATUM. ALL PROPOSED ELEVATIONS REFER TO FINISH GRADES.
- THESE DRAWINGS AND THE PROJECT MANUAL 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 ENGINEER 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.
- ANY CHANGES TO THE APPROVED PLANS REQUIRE COMPLETION OF THE CHANGE ORDER PROCESS.
- 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 CONTRACTOR'S EXPENSE.
- THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
- ALL DISTURBED AREAS SHALL BE FULLY SODDED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES, TEST SLOTS, INLETS, AND OTHER STRUCTURES. CONCRETE CIPWORKS, WATER MAIN TESTING, SANITARY SEWER TESTING, RECLAIM MAIN TESTING, ETC.
- A MINIMUM OF 13'-6" OF VERTICAL CLEARANCE IS TO BE PROVIDED AND MAINTAINED FOR ALL ROADWAYS.
- ALL ROADWAYS MUST HAVE A MINIMUM 25-FEET INSIDE AND 50-FOOT OUTSIDE TURNING RADII.
- 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.
- 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).
- ROAD CLOSURES ARE SEPARATE FROM THE PERMIT AND REQUIRE PLAN REVIEW AND APPROVAL WITH 7 DAY ADVANCE NOTICE FROM THE OWNER OF THE AFFECTED RIGHT-OF-WAY PRIOR TO ANY ROAD CLOSURES. A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED FOR ALL SITE CONSTRUCTION JOBS.
- DURING CONSTRUCTION, AN H-20 LOAD RATED ALL WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS AND EMERGENCY SERVICES.
- ALL REQUIRED FIRE MAINS AND HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF VERTICAL BUILDING CONSTRUCTION.
- NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
- THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND.

EROSION CONTROL AND DEMOLITION CONSTRUCTION NOTES:

- CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING AT THE CITY PRIOR TO COMMENCE OF CONSTRUCTION.
- 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.
- ALL REASONABLE EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIAL TO INLETS, SURFACE DRAINS, WETLAND AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED.
- THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
- THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS TO PREVENT EROSION. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORMWATER RUNOFF FROM BEING DISCHARGED TO OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES, AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
- THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOIL STABILIZED. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE SILTATION CONTROL BARRIER SHALL BE IMMEDIATELY REMOVED AND REPLACED IN UPLAND AREAS.
- THE CONTRACTOR SHALL SWEEP ALL ADJACENT ROADWAYS AND PARKING AREAS THAT ARE AFFECTED BY THE CONSTRUCTION PROCESS ON A DAILY BASIS OR AS REQUIRED.
- THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES AND KEEP THEM IN GOOD CONDITION. ANY IMPACTS DUE TO EROSION OR FAILURE OF ANY EROSION CONTROL DEVICES SHALL BE REPORTED TO THE ENGINEER OF RECORD IMMEDIATELY. CORRECTIVE MEASURES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- ANY DISCHARGE OF STORMWATER RUNOFF FROM THIS SITE SHALL BE THROUGH A CONTROL DEVICE TO CONTROL TURBIDITY AND SEDIMENT TRANSPORT. THIS INCLUDES THE DISCHARGE FROM ANY DEWATERING OPERATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL CRITERIA AS SET FORTH UNDER THE NPDES PERMITTING PROGRAM FOR CONSTRUCTION SITES OF THIS SIZE INCLUDING BUT NOT LIMITED TO THE ADHERENCE TO THE APPROVED POLLUTION PREVENTION CONTROL PLAN, TIMELY INSPECTIONS, PROJECT REPORTING AND DOCUMENTATION.
- NO DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING STORM OR SANITARY SEWER SYSTEMS.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMITS FOR THIS PROJECT. THE CONTRACTOR SHALL COMPLY WITH THE STORMWATER POLLUTION PREVENTION PLAN OF BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. A SIGNED COPY OF THE STORMWATER POLLUTION PREVENTION PLAN IS TO BE KEPT ON THE PROJECT PREMISES AT ALL TIMES.
- NO WORK WITHIN THE CITY RIGHT-OF-WAY, VOLUSIA COUNTY OR FLORIDA DEPARTMENT OF TRANSPORTATION SHALL BE COMMENCED WITHOUT 48 HOURS ADVANCE NOTICE TO THE CITY, COUNTY OR FDOT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE PUBLIC WORKS / UTILITY DEPARTMENT, "311" AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN A TREE REMOVAL PERMIT FROM THE LOCAL JURISDICTION PRIOR TO REMOVING ANY TREES FROM THIS PROJECT.
- 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.
- THE CONTRACTOR SHALL NOT ALLOW DEBRIS AND RUBBISH TO ACCUMULATE ON THE SITE.
- THE CONTRACTOR SHALL CLEAN UP THE JOB SITE IN AREAS WHERE NO WORK IS TO BE PERFORMED UNDER THIS CONTRACT FOLLOWING DEMOLITION. THE CONTRACTOR SHALL REMOVE ALL DEBRIS, RUBBISH, TEMPORARY FACILITIES, AND EQUIPMENT. THE CONTRACTOR SHALL LEVEL SURFACE IRREGULARITIES AND LEAVE THE WORK IN A NEAT AND PRESENTABLE CONDITION.
- CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION PONDS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
- SITE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND RECOMMENDATIONS.
- EXISTING STORM DRAINAGE TO REMAIN IN OPERATION AT ALL TIMES. CONTRACTOR TO MAINTAIN THE EXISTING, NEW OR TEMPORARY PIPING.
- RELOCATION OF UTILITY POLES AND LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE INCLUDED AS PART OF THE PROJECT SCOPE AND COST.
- ALL ASPHALT PAVEMENT REMOVALS SHALL BE VERTICAL SAWCUT. ALL CONCRETE PAVEMENT REMOVALS SHALL BE EITHER AT EXISTING JOINTS OR VERTICAL SAWCUT. ACTIVE SERVICES SHALL BE SEVERED WITH PROPER NOTICE GIVEN TO LOCAL UTILITY COMPANIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT PLAN AT THE 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.
- 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.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A) HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B) HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C) THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER. IN ADDITION TO INSPECTION AND MAINTENANCE RECORDS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SITE CLEARING AND GRADING CONSTRUCTION NOTES:

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 EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

- 6-FEET TALL SCREENED CONSTRUCTION FENCING TO BE INSTALLED ALONG NORTH TYMBER CREEK ROAD PRIOR TO SITE CLEARING.
- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, FLOATING TURBIDITY BARRIERS AND OTHER APPROVED BEST MANAGEMENT PRACTICES (BMPs). FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS.
- WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOIL, AS REQUIRED.
- ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
- ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
- THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OTHER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
- A SIGNED, DATED, AND SEALED LETTER FROM A SOLS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
- 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).
- IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL FILL.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION Ponds, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED AT TOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
- ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
- FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
- A 6" TALL CONSTRUCTION FENCING WITH FABRIC SCREEN TO BE INSTALLED ALONG MAJOR ROADWAYS (TYMBER CREEK ROAD), THE CONSTRUCTION FENCING NEEDS TO BE INSTALLED PRIOR TO SITE CLEARING.

TEMPORARY SEEDING SPECIFICATION:

GENERAL

SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.

SEEDING MIXTURES

SEED MIXTURE SHALL BE BERMUDA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.

ALL SLOPES AND FLAT GRADE

APPLY 6-20-20 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

PLANTING DATES	SEED VARIETY	APPLICATION RATE
MARCH 15 - OCTOBER 15	PENSACOLA BAHIA (SCARIFIED)	90
	BERMUDA COMMON (50% HULLED)	25
OCTOBER 16 - MARCH 14	PENSACOLA BAHIA (SCARIFIED)	100
	BERMUDA COMMON (50% HULLED)	35
	ANNUAL RYE GRASS	10
	RYE GRAIN	30

MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.

HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.

CITY RIGHT-OF-WAY GENERAL NOTES:

- MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
- THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- ALL WORK PERFORMED WITHIN THE CITY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2023 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2022-2023.
- IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO CITY FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
- ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
- ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
- ALL STRIPING WITHIN THE CITY RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
- ALL CONCRETE SHALL BE AN APPROVED CITY MIX DESIGN OF 3,000 PSI.
- ALL MATERIALS INSTALLED INSIDE CITY RIGHT-OF-WAY SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
- ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE CITY INSPECTOR NOTIFIED FOR APPROVAL.
- ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
- THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
- ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
- ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX NO. 711-001.
- IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
- THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
- CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.
- SITE-SPECIFIC MOT PLAN WILL NEED TO BE PROVIDED BY THE CONTRACTOR A MINIMUM OF TWO WEEKS IN ADVANCE FOR REVIEW BY PUBLIC WORKS AND COMMUNITY DEVELOPMENT AND TO PROVIDE PUBLIC NOTICE. THIS WILL ENSURE THE ROADWAYS WILL REMAIN ACCESSIBLE.

FDEP WASTEWATER NOTES

- APPROPRIATE DEFLECTION TEST ARE SPECIFIED FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING RIGID BALL OR MANDEL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 85% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATIONS, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURE; AND 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.
- LEAKAGE TEST ARE SPECIFIED REQUIRING THAT: 1) THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM; 2) EXFILTRATION OR INFILTRATION TEST BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; AND 3) AIR TEST, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM 1224 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND OTHER MATERIAL APPROPRIATE TEST PROCEDURES.
- MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE REQUIRED. AIR TESTING SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.
- SUITABLE COUPLINGS COMPLYING WITH ASTM SPECIFICATIONS ARE REQUIRED FOR JOINING DISSIMILAR MATERIALS.
- CONCRETE MANHOLES SHALL HAVE THE FOLLOWING: 1) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SEALED WITH NON-SHRINK MORTAR OR OTHER APPROPRIATE MATERIAL; 2) INLET AND OUTLET PIPES BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATERTIGHT CONNECTION OR ANOTHER WATERTIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL; 3) WATERTIGHT MANHOLE COVERS BE USED WHEREVER THE TOPS MAY BE FLOODED BY STREET RUNOFF OR HIGH WATER.

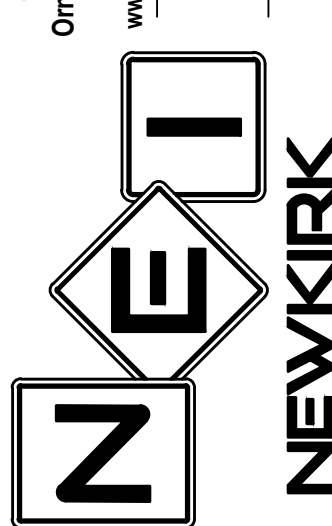
FDEP WATER NOTES

- ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
- ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61.
- ALL PROPOSED WATER MAINS SHALL BE FLUSHED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH AWWA SPECIFICATIONS C-651 AND THE FDEP PROTECTION REQUIREMENTS.
- POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED FOR PRESSURE AND LEAKAGE IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE IRON PIPES AND C605 FOR PVC PIPES, RESPECTIVELY.
- ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE LEAD FREE, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
- ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C. USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL, AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPES DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
- POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:
 - DUCTILE IRON PIPE (3 INCHES TO 54 INCHES) - AWWA C150 AND AWWA C151;
 - PVC PIPE
 - AWWA C900/ASTM 1784 (1 INCH TO 12 INCHES)
 - AWWA C905 (14 INCHES TO 48 INCHES);
- ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER OR VACUUM TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
- NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
- A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
- ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT.
- NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER OR IF THE HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER OR IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
- NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR:
 - PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE FDEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR
 - IN CASE OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

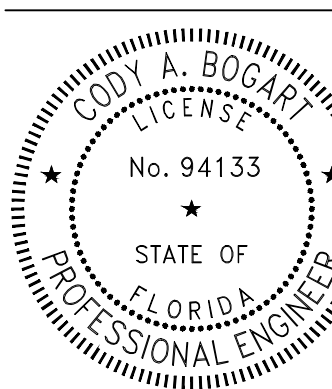
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DEVELOPMENT INFORMATION
AND CONSTRUCTION NOTES
MADLINE COMMONS
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PORT ORANGE, FL 32129

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PROJECT No:	2021-
DATE:	JULY 2
DESIGN BY:	C
DRAWN BY:	D
CHECKED BY:	H
SCALE:	

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

#3	BENCHMARK ID	■	FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
B24	BORING ID	---	EXISTING EASEMENT
IV	EXISTING CABLE TV PEDESTAL	FOC	EXISTING UNDERGROUND FIBER OPTIC CABLE
⌈	EXISTING CAP OR PLUG	#M	EXISTING FORCE MAIN (# INDICATES SIZE)
⊙	EXISTING CLEAN OUT	GAS	EXISTING GAS MAIN
⊗	EXISTING CONDUIT RISER/ MARKER	OHE	EXISTING OVERHEAD ELECTRIC CABLES
E	EXISTING ELECTRIC METER	OHT	EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
+11.7	EXISTING ELEVATION (SOFT)	RAW	EXISTING RAW WATER MAIN (# INDICATES SIZE)
5.0±	PROPOSED ELEVATION (SOFT)	REC	EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
+11.75	EXISTING ELEVATION (HARD)	SAN	PROPOSED SANITARY SEWER (# INDICATES SIZE)
5.00	PROPOSED ELEVATION (HARD)	WM	PROPOSED WATER MAIN (# INDICATES SIZE)
⊕	EXISTING FIRE HYDRANT	12	EXISTING CONTOUR
⊕	PROPOSED FIRE HYDRANT	10	PROPOSED CONTOUR (SOFT)
↶	EXISTING FLOW DIRECTION	10	PROPOSED CONTOUR (HARD)
↶	PROPOSED FLOW DIRECTION	UTEL	EXISTING UNDERGROUND TELEPHONE CABLE
⊗	EXISTING GAS METER	UTV	EXISTING UNDERGROUND TELEVISION CABLE
⊗	EXISTING GAS VALVE	UGC	EXISTING UNDERGROUND ELECTRICAL POWER CABLE
←	EXISTING GUY WIRE & ANCHOR PIN	---	JURISDICTIONAL WETLAND LINE
⌈	EXISTING MAIL BOX	BSAN	EXISTING SANITARY SEWER (# INDICATES SIZE)
○	EXISTING MANHOLE (UNKNOWN)	BWM	EXISTING WATER MAIN (# INDICATES SIZE)
⊙	PROPOSED MANHOLE	---	EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
⊙	EXISTING SANITARY SEWER CLEANOUT	---	EXISTING SWALE OR CENTER OF DITCH
⊙	EXISTING SANITARY SEWER MANHOLE	---	PROPOSED SWALE OR CENTER OF DITCH
⊕	EXISTING ROAD SIGNS AND POSTS	---	EXISTING TOP OF DITCH BANK
⊕	PROPOSED SIGN AND POST	---	EXISTING BOTTOM OF DITCH BANK
⊕	EXISTING TEE	W	EXISTING WOOD FENCE
○	EXISTING UTILITY POLE	×	EXISTING WIRE OR CHAIN LINK FENCE
⊗	EXISTING VALVE IRRIGATION	+	PROPOSED WIRE OR CHAIN LINK FENCE
⊗	EXISTING VALVE WATER	---	PROPOSED SILT/SEDIMENT FENCE
⊕	PROPOSED WATER VALVE	~~~~~	PROPOSED COIR ROLL OR WATTLE
⊗	EXISTING WATER METER	○	PROPOSED FLOATING TURBIDITY BARRIER
⊕	EXISTING STORM SEWER WITH INLET	TP	PROPOSED TREE PROTECTION
⊕	PROPOSED STORM SEWER WITH INLET		
●	FOUND 1/2" CAPPED IRON ROD L.B. #3724		
⊗	FOUND 1/2" IRON ROD (NO I.D.)		

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
 - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
 - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
 - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMBING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2022 / 2023 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL
425-024	CURB INLET TOP - TYPE 9		THROUGH WORK ZONES
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
430-022	SIDE DRAIN MITERED END SECTION	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
520-001	CURB & CURB AND GUTTER	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
522-002	PUBLIC SIDEWALK CURB RAMPS	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
350-001	CONCRETE PAVEMENT JOINTS		SPECIAL MARKING AREAS
522-001	CONCRETE SIDEWALK		
120-001	EMBANKMENT UTILIZATION	711-001	

ABBREVIATIONS

AWWA	AMERICAN WATER	H/C	HANDICAP	SAN	SANITARY
WORKS	ASSOCIATION	HDPE	HIGH DENSITY	SH	SEASONAL HIGH
CMP	CORRUGATED METAL		POLYETHYLENE	SJRWMD	ST. JOHNS RIVER WATER
	PIPE	INV	INVERT		MANAGEMENT DISTRICT
CPP	CORRUGATED PLASTIC	K _h	HORIZONTAL	SMH	SANITARY MANHOLE
	PIPE		PERMEABILITY	SS	SANITARY SEWER
CTV	CABLE TELEVISION	K _v	VERTICAL PERMEABILITY	SWPPP	STORMWATER POLLUTION
DIP	DUCTILE IRON PIPE	KO	KNOCK OUT		PREVENTION PLAN
ESMT	EASEMENT	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT
EXIST	EXISTING	MB	MAP BOOK		BASIN
FAC	FLORIDA ADMINISTRATIVE	MES	MITERED END SECTION	TYP	TYPICAL
	CODE	MJ	MECHANICAL JOINT	UGE	UNDERGROUND ELECTRIC
FACBC	FLORIDA ACCESSIBILITY	N/A	NOT APPLICABLE	UGT	UNDERGROUND
	CODE FOR BUILDING	NIC	NOT IN CONTRACT		TELEPHONE
	CONSTRUCTION	NGVD	NATIONAL GEODETIC	USACOE	UNITED STATES ARMY
FDEP	FLORIDA DEPARTMENT OF		VERTICAL DATUM		CORP OF ENGINEERS
	ENVIRONMENTAL	OHE	OVERHEAD ELECTRIC	W	WATER (POTABLE)
	PROTECTION	OR	OFFICIAL RECORD		
FDOT	FLORIDA DEPARTMENT OF	PG	PAGE		
	TRANSPORTATION	PSI	POUNDS PER SQUARE		
FEMA	FEDERAL EMERGENCY		INCH		
	MANAGEMENT AGENCY	PVC	POLYVINYL CHLORIDE		
FH	FIRE HYDRANT	PVMT	PAVEMENT		
FOC	FIBER OPTIC CABLE	R	RADIUS		
FF EL	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE		
FM	FORCE MAIN		PIPE		
FPD	FEET PER DAY	RPM	REFLECTIVE PAVEMENT		
G	GAS		MARKER		
GW	GROUND WATER	R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 1,506,788 SF OR 34.591 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY DEWBERRY (SEE SHEET SU-1 THROUGH SU-3 OF THESE PLANS).
2. THE EXISTING ZONING IS PUD (PLANNED UNIT DEVELOPMENT).
3. THE FLUM IS URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS / ACRE).
4. THE TAX PARCEL NUMBERS ARE 16-33-04-02-22-0010, 16-33-04-00-0021, 16-33-37-01-13-0010 AND 16-33-37-01-13-0017.
5. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
6. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
7. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (29) IMMOKALEE SAND, (32) MYAKKA - MYAKKA, WET, FINE SANDS, 0 TO 2 PERCENT SLOPES, AND (69) TUSCAWILLA FINE SAND.
8. THE SITE IS LOCATED WITHIN ZONE "X" & SHADED "X" PER FEMA MAP PANEL No. 12127C0369J, DATED. 2/29/2017 AND 12127C0388J, DATED. 9/29/2017.
9. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
10. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
11. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
12. STORMWATER WILL BE PROVIDED BY INTERCONNECTED DRY RETENTION POND SYSTEM.
13. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF PORT ORANGE.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL FOR HOA PLANTINGS AND PRIVATE WELLS FOR INDIVIDUAL LOTS PER SJRWMD, VOLUSIA COUNTY, AND CITY OF PORT ORANGE.
15. ACCESS WILL BE PROVIDED FROM ENTRANCES ON Mc DONALD ROAD AND CHARLES STREET.

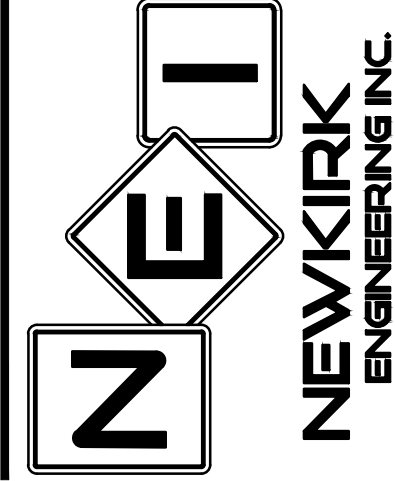
LOT AREAS CHART:

LOT NUMBERS	SQUARE FEET	ACRES	LOT NUMBERS	SQUARE FEET	ACRES	LOT NUMBERS	SQUARE FEET	ACRES	LOT NUMBERS	SQUARE FEET	ACRES	LOT NUMBERS	SQUARE FEET	ACRES	LOT NUMBERS	SQUARE FEET	ACRES
LOT 1	4,400	0.101	LOT 26	4,400	0.101	LOT 51	4,462	0.102	LOT 76	5,500	0.126	LOT 101	4,400	0.101	LOT 126	4,638	0.106
LOT 2	4,400	0.101	LOT 27	4,400	0.101	LOT 52	4,692	0.108	LOT 77	4,400	0.101	LOT 102	4,400	0.101	LOT 127	6,791	0.156
LOT 3	4,400	0.101	LOT 28	4,400	0.101	LOT 53	4,391	0.101	LOT 78	4,400	0.101	LOT 103	5,500	0.126	LOT 128	5,000	0.115
LOT 4	4,536	0.104	LOT 29	4,400	0.101	LOT 54	4,400	0.101	LOT 79	5,500	0.126	LOT 104	5,500	0.126	LOT 129	5,000	0.115
LOT 5	4,519	0.104	LOT 30	4,400	0.101	LOT 55	4,400	0.101	LOT 80	5,500	0.126	LOT 105	4,400	0.101	LOT 130	5,000	0.115
LOT 6	5,107	0.117	LOT 31	4,400	0.101	LOT 56	4,400	0.101	LOT 81	4,400	0.101	LOT 106	4,400	0.101	LOT 131	5,000	0.115
LOT 7	5,107	0.117	LOT 32	4,400	0.101	LOT 57	4,400	0.101	LOT 82	4,400	0.101	LOT 107	4,400	0.101	LOT 132	5,000	0.115
LOT 8	4,412	0.101	LOT 33	4,400	0.101	LOT 58	4,400	0.101	LOT 83	4,400	0.101	LOT 108	4,400	0.101	LOT 133	5,000	0.115
LOT 9	5,107	0.117	LOT 34	4,400	0.101	LOT 59	4,400	0.101	LOT 84	4,400	0.101	LOT 109	4,400	0.101	LOT 134	5,000	0.115
LOT 10	5,107	0.117	LOT 35	4,400	0.101	LOT 60	4,400	0.101	LOT 85	4,400	0.101	LOT 110	4,400	0.101	LOT 135	5,000	0.115
LOT 11	5,107	0.117	LOT 36	4,400	0.101	LOT 61	4,400	0.101	LOT 86	4,400	0.101	LOT 111	4,400	0.101	LOT 136	5,000	0.115
LOT 12	4,961	0.114	LOT 37	4,400	0.101	LOT 62	4,400	0.101	LOT 87	4,400	0.101	LOT 112	5,500	0.126	LOT 137	5,000	0.115
LOT 13	4,400	0.101	LOT 38	4,400	0.101	LOT 63	4,400	0.101	LOT 88	4,400	0.101	LOT 113	5,500	0.126	LOT 138	5,000	0.115
LOT 14	4,400	0.101	LOT 39	5,984	0.137	LOT 64	4,400	0.101	LOT 89	5,500	0.126	LOT 114	4,400	0.101	LOT 139	5,000	0.115
LOT 15	4,400	0.101	LOT 40	4,400	0.101	LOT 65	4,400	0.101	LOT 90	5,500	0.126	LOT 115	4,400	0.101	LOT 140	5,000	0.115
LOT 16	4,400	0.101	LOT 41	4,400	0.101	LOT 66	4,400	0.101	LOT 91	4,400	0.101	LOT 116	4,400	0.101	LOT 141	5,000	0.115
LOT 17	5,500	0.126	LOT 42	4,400	0.101	LOT 67	4,400	0.101	LOT 92	4,400	0.101	LOT 117	4,400	0.101	LOT 142	5,000	0.115
LOT 18	5,500	0.126	LOT 43	4,694	0.108	LOT 68	4,400	0.101	LOT 93	4,400	0.101	LOT 118	4,400	0.101	LOT 143	5,000	0.115
LOT 19	4,400	0.101	LOT 44	5,107	0.117	LOT 69	4,400	0.101	LOT 94	4,400	0.101	LOT 119	5,500	0.126	LOT 144	5,000	0.115
LOT 20	4,400	0.101	LOT 45	5,107	0.117	LOT 70	5,992	0.138	LOT 95	4,400	0.101	LOT 120	5,500	0.126	LOT 145	5,000	0.115
LOT 21	4,400	0.101	LOT 46	5,107	0.117	LOT 71	4,400	0.101	LOT 96	4,400	0.101	LOT 121	4,400	0.101	LOT 146	5,000	0.115
LOT 22	4,400	0.101	LOT 47	5,107	0.117	LOT 72	4,400	0.101	LOT 97	4,400	0.101	LOT 122	4,400	0.101	LOT 147	5,000	0.115
LOT 23	5,500	0.126	LOT 48	5,107	0.117	LOT 73	4,400	0.101	LOT 98	4,400	0.101	LOT 123	4,400	0.101	LOT 148	5,000	0.115
LOT 24	5,500	0.126	LOT 49	5,107	0.117	LOT 74	4,400	0.101	LOT 99	4,400	0.101	LOT 124	4,400	0.101	LOT 149	5,000	0.115
LOT 25	4,400	0.101	LOT 50	5,188	0.119	LOT 75	5,500	0.126	LOT 100	4,400	0.101	LOT 125	5,985	0.137	TOTALS	703,824	16.154

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

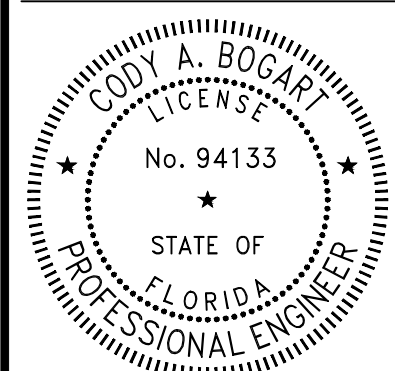
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DEVELOPMENT INFORMATION
AND CONSTRUCTION NOTES
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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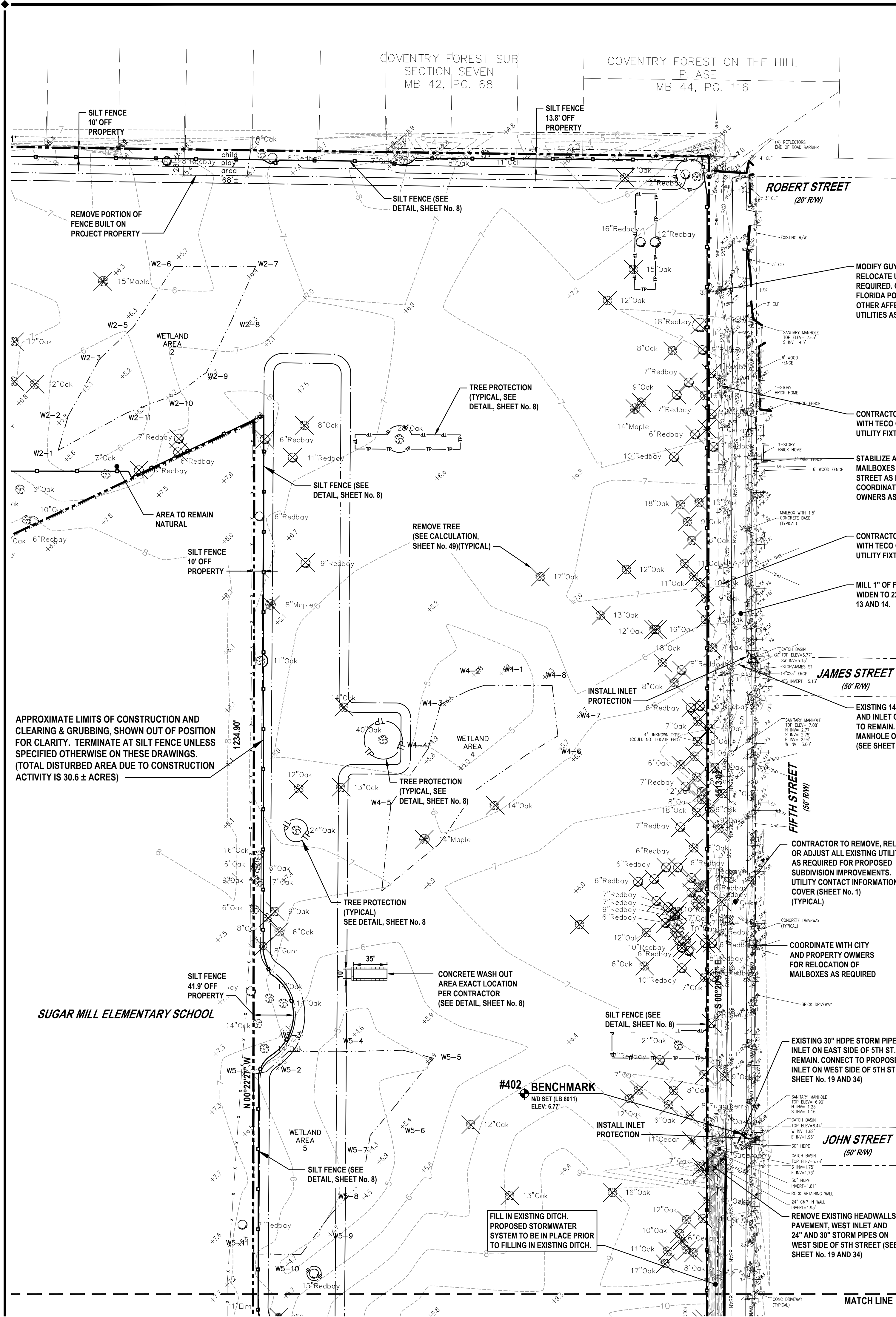
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CODY A. BOGART, PE # 94133 ON



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PROJECT No:	2021-309
DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	
DRAWING NUMBER	

05



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 8 & 9)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 8 & 9)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT TO BE MILLED AND OVERLAID (SEE SHEET No. 11)
- AREA TO REMAIN NATURAL (5.19 REQUIRED, 5.539 PROVIDED)
- OPEN CUT FOR 5TH STREET WATER SERVICE CONNECTIONS
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED (SEE SHEETS No. 6, 7, 50)
- INLET PROTECTION

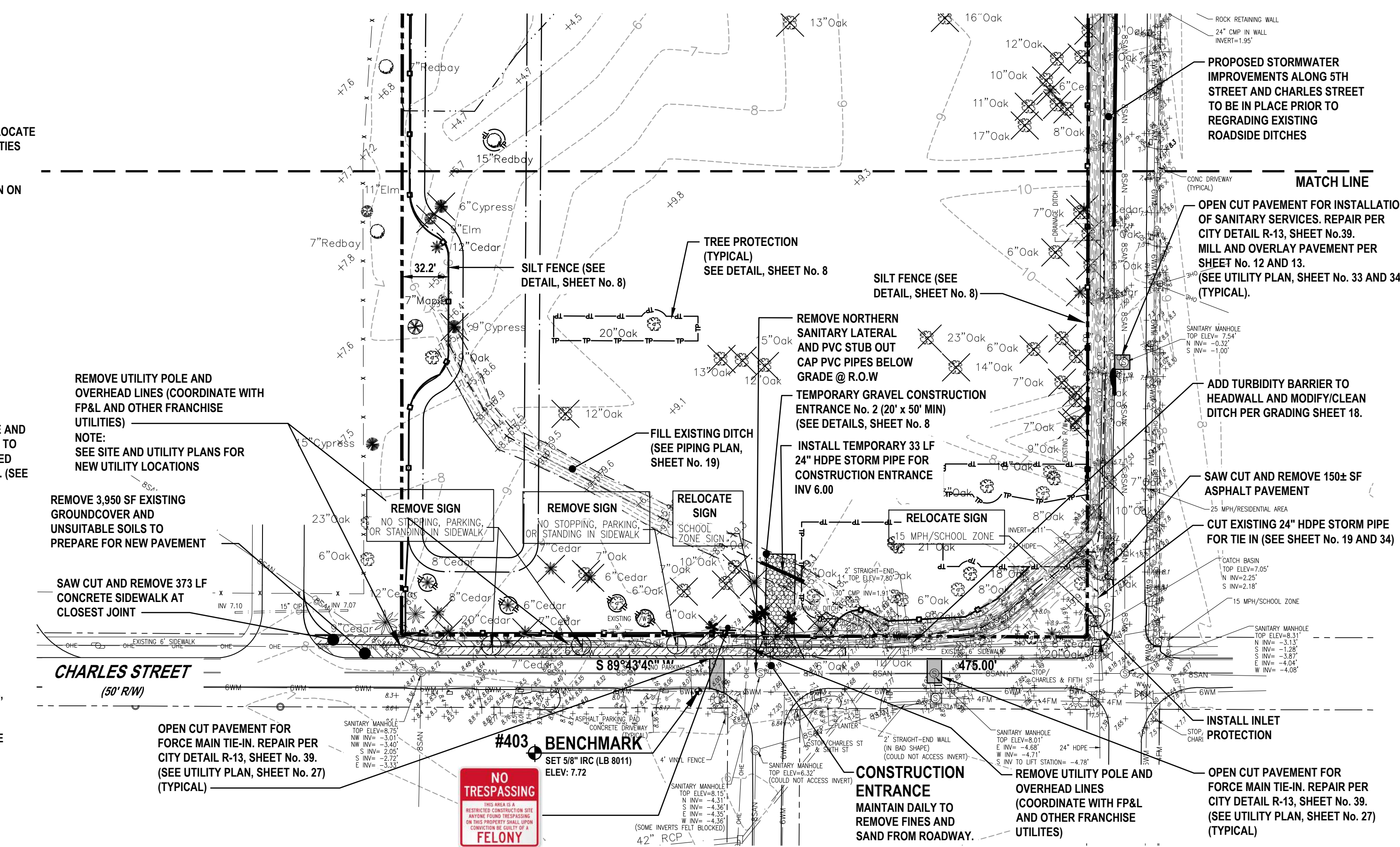
BENCHMARK INFORMATION:

- #402 SET NAIL AND DISK (LB 801) ELEVATION = 6.77
- #403 SET 5/8" IRON ROD AND CAP ELEVATION = 7.72
- #404 SET 5/8" IRON ROD AND CAP ELEVATION = 8.00

VERTICAL DATA: ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED BY FROM CITY OF SOUTH DAYTONA BENCHMARK 19, DESCRIBED AS BEING A BRASS DISC SET IN CONCRETE SIDEWALK STAMPED "CITY BM-19", HAVING AN ELEVATION OF 7.43'.

WARNING !!

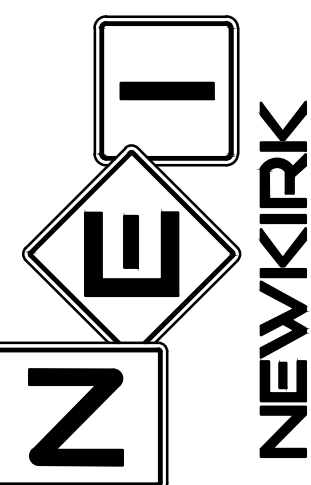
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS, UNDERGROUND ELECTRIC AND FIBER OPTIC LINES IN THE RIGHT-OF-WAY.



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

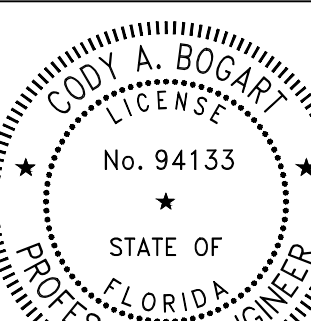
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DEMOLITION AND SWPPP PLAN
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CODY A. BOGART, PE # 94133 ON



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PROJECT No: 2021-309

DATE: JULY 2022

DESIGN BY: CAB

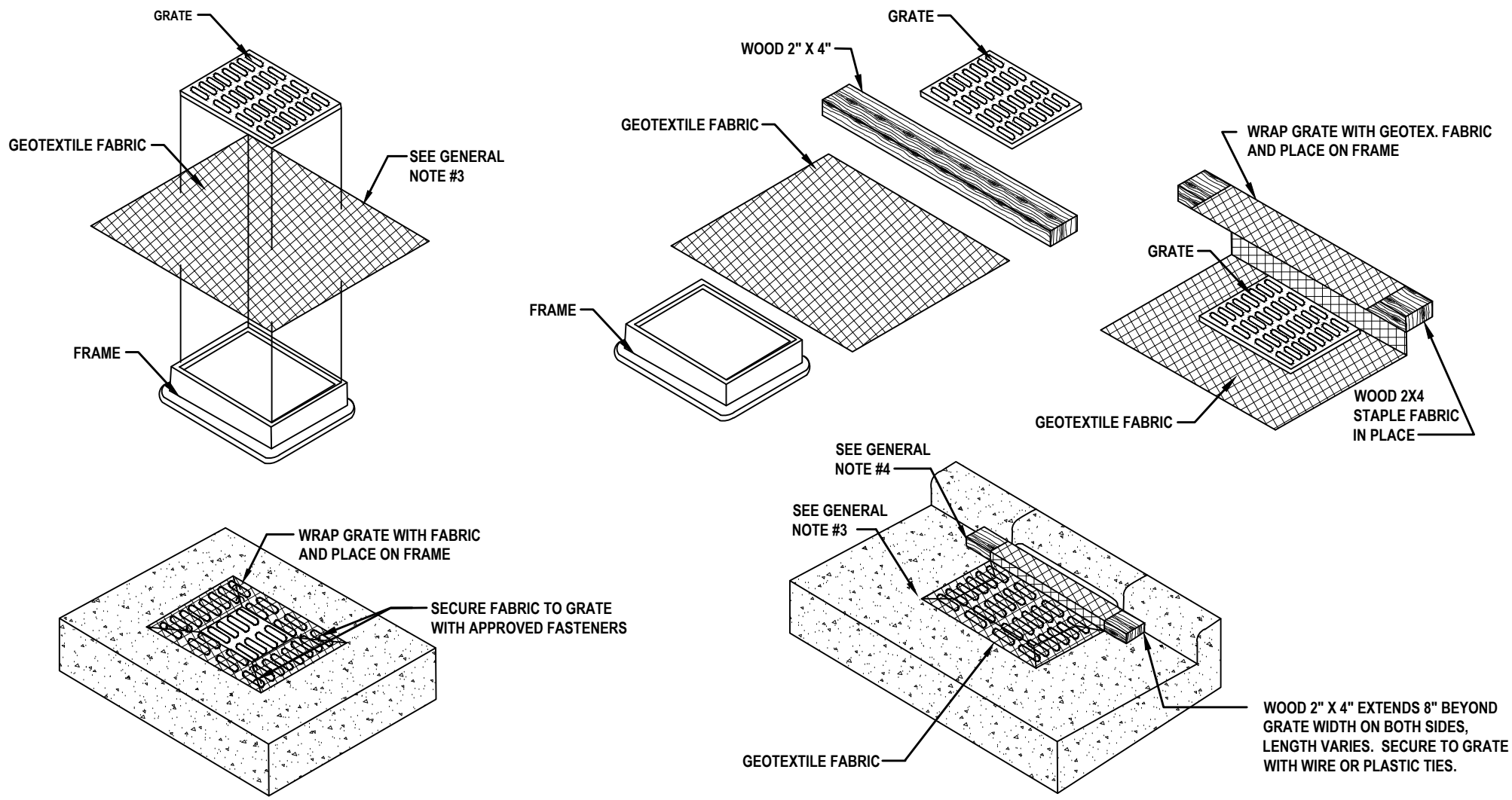
DRAWN BY: DAB

CHECKED BY: HHN

SCALE: 1"=60'

DRAWING NUMBER

07



YARD INLET PROTECTION
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

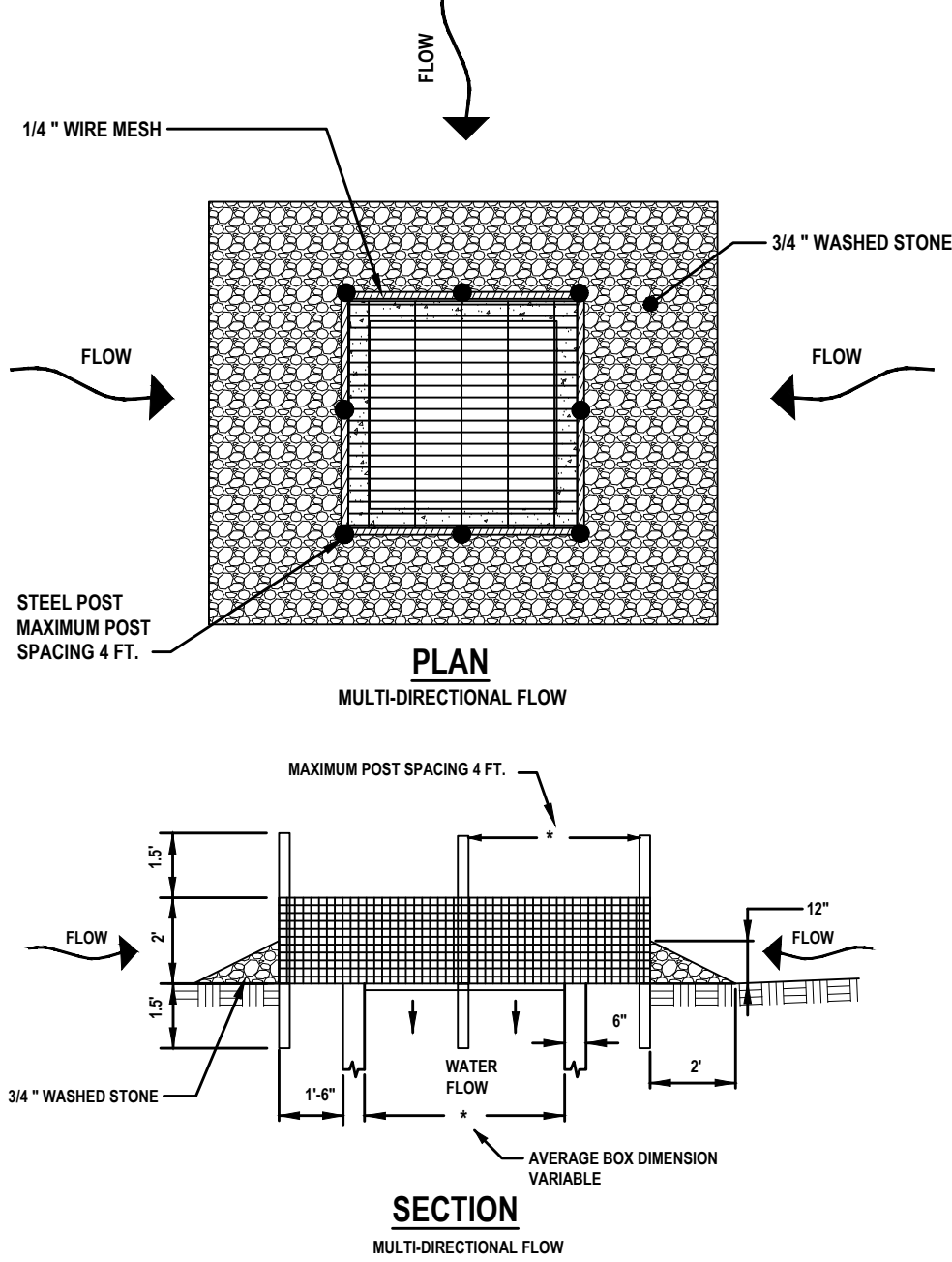
CURB INLET PROTECTION

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.

GEOTEXTILE FABRIC INLET PROTECTION

NOT TO SCALE

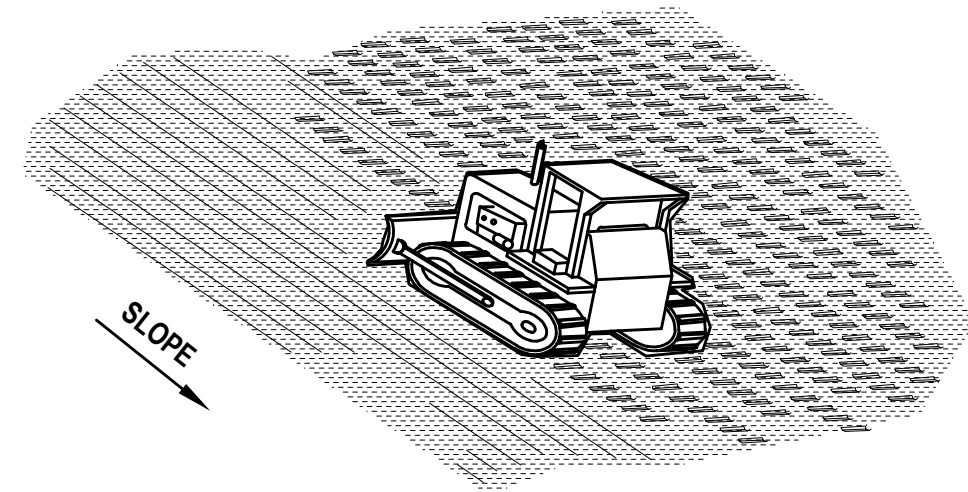


NOTE:

1. SEDIMENT CONTROL STONE SHALL BE 3/4" WASHED STONE.
2. WIRE MESH SHALL BE HARDWARE CLOTH 23 GAUGE MIN. AND SHALL HAVE 1/4 INCH MESH
3. TOP OF WIRE MESH SHALL BE A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
4. STEEL POST SHALL BE 5 FT. IN LENGTH, BE INSTALLED 1.5 FT. DEEP MINIMUM, AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
5. WOOD POST SHALL BE 5 FT. IN HEIGHT, BE INSTALLED TO 1.5 FT. DEEP MINIMUM, AND BE 3 INCHES IN DIAMETER.
6. POST SPACING SHALL BE A MAXIMUM OF 4 FT.

HARDWARE CLOTH INLET PROTECTION

NOT TO SCALE

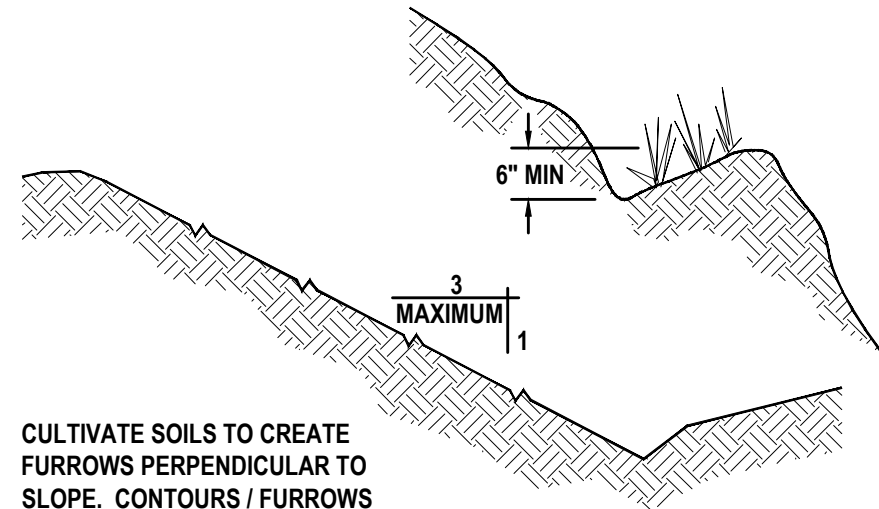


NOTE:

USE DOZER TRACKS TO CREATE GROOVES PERPENDICULAR TO THE SLOPE. GROOVES WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE SEDIMENT IN RUNOFF.

TRACKING DETAIL

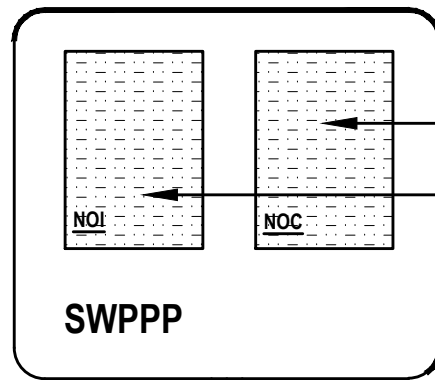
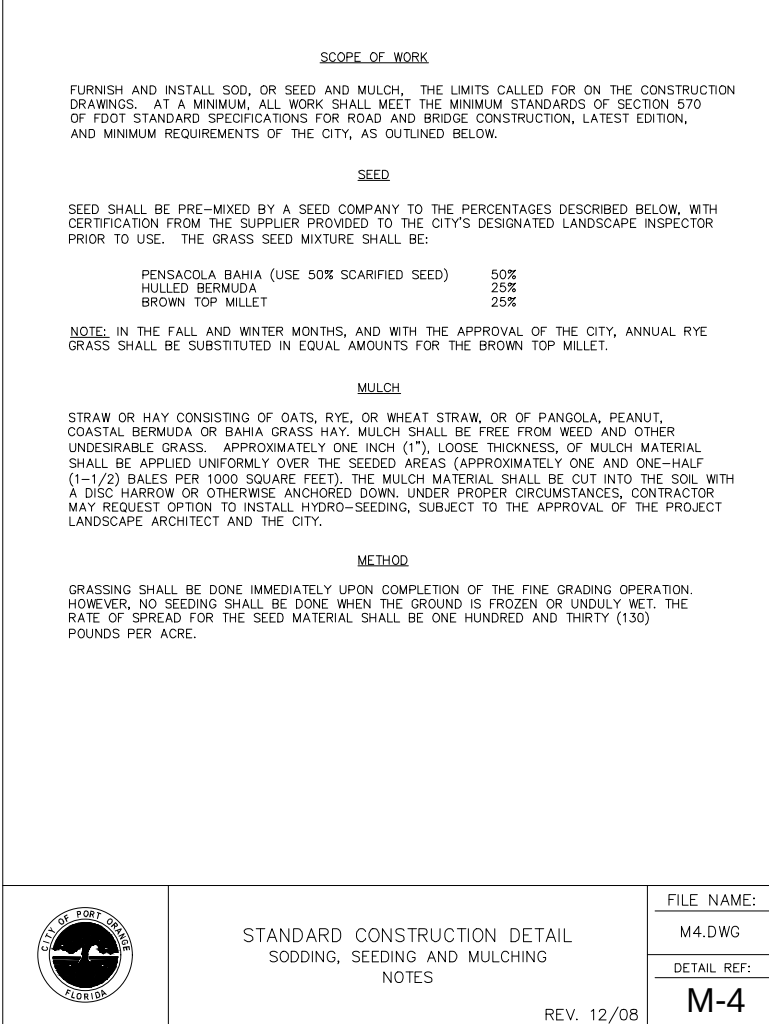
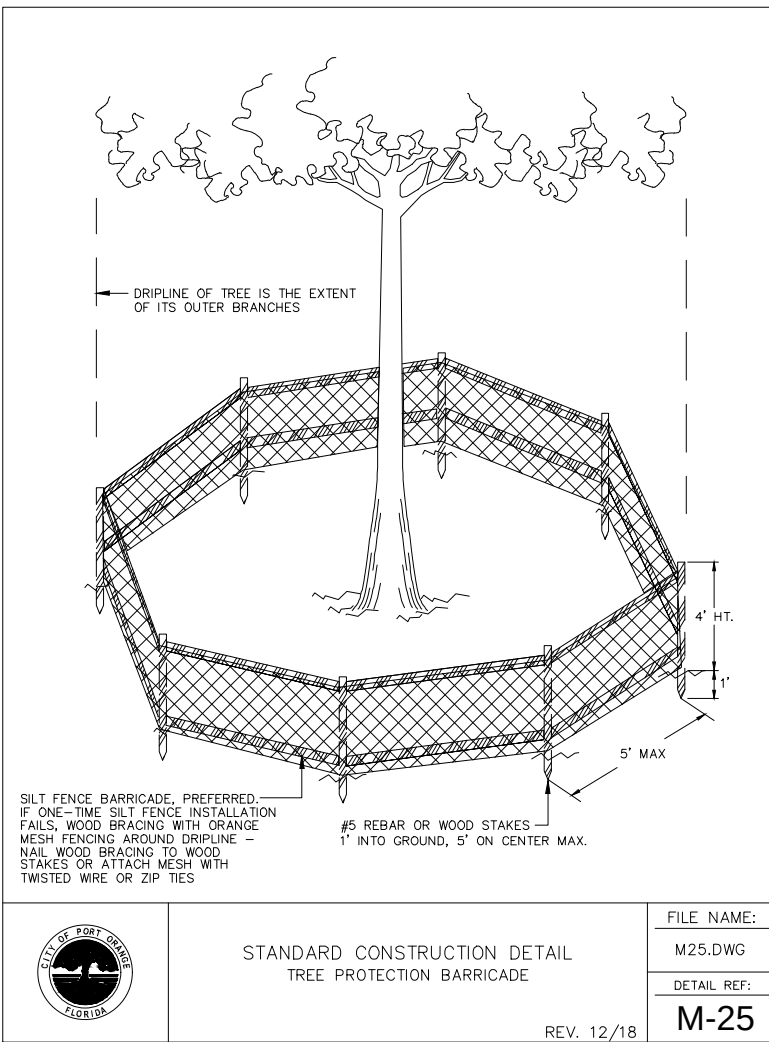
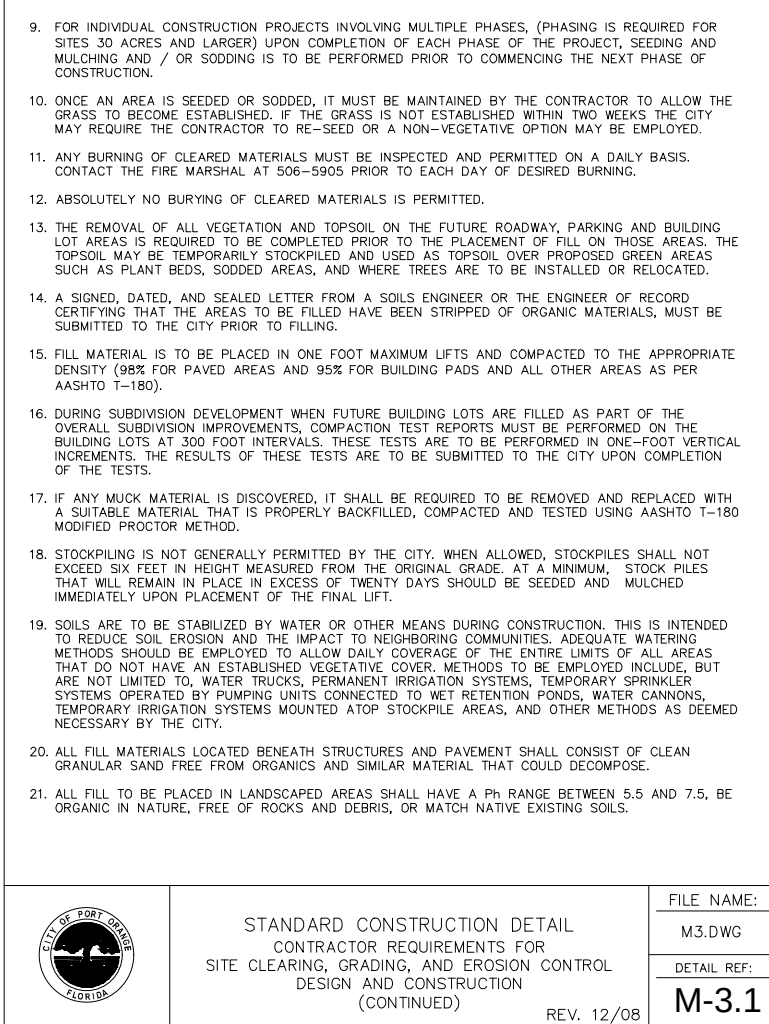
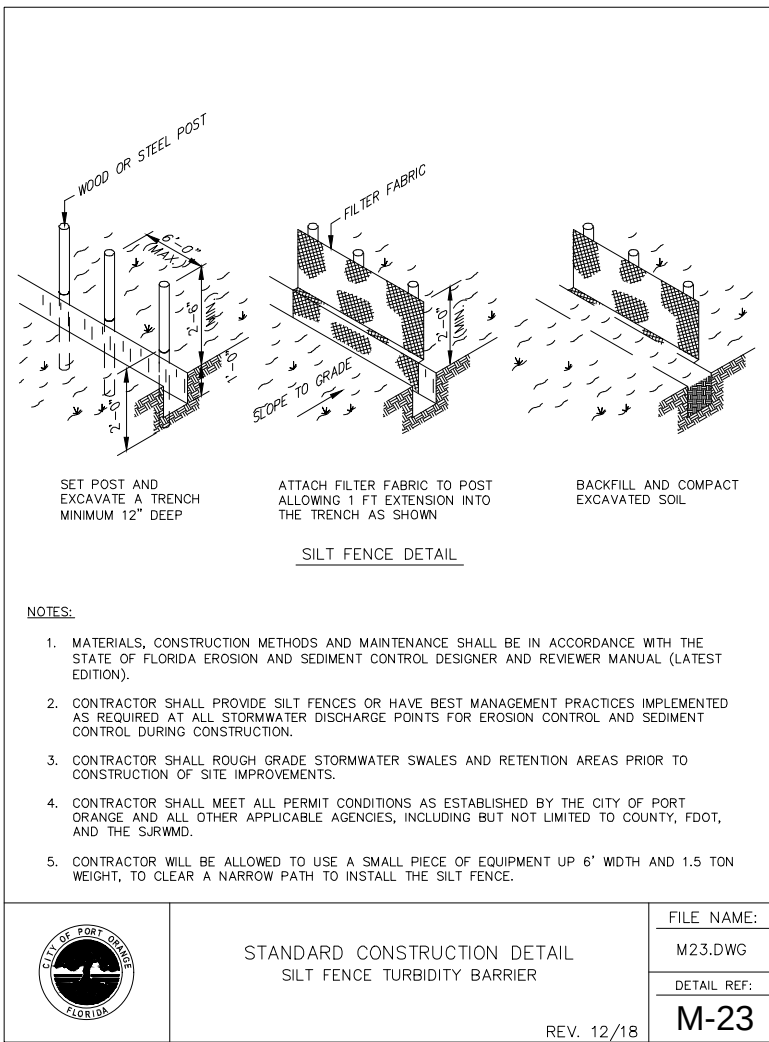
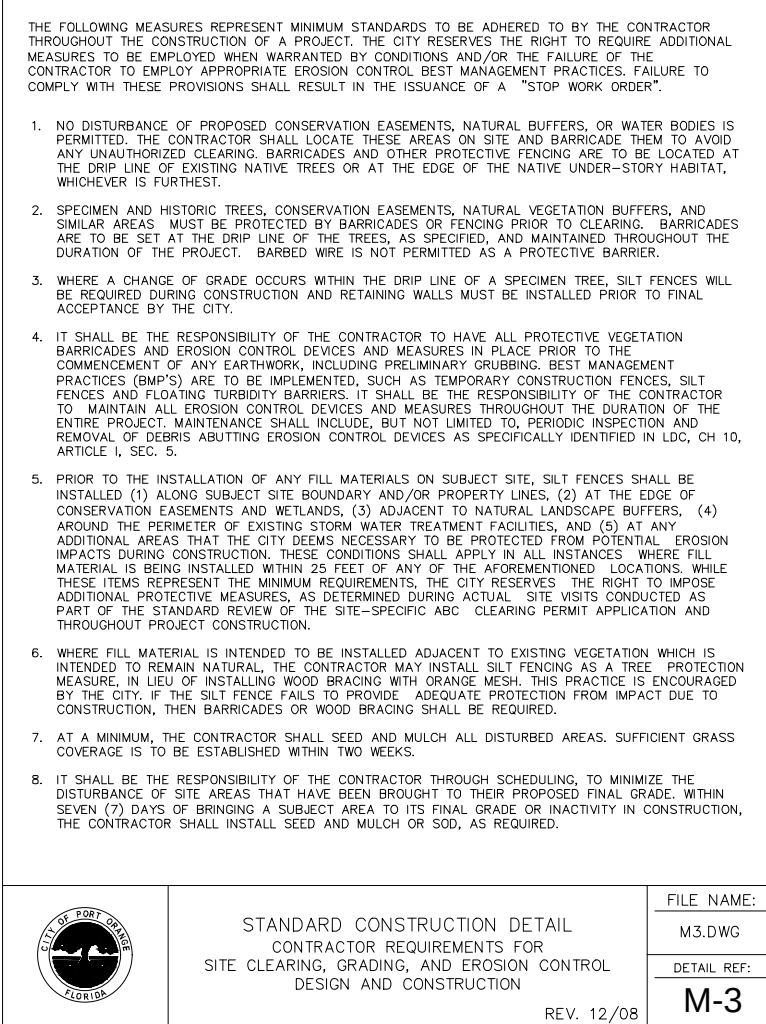
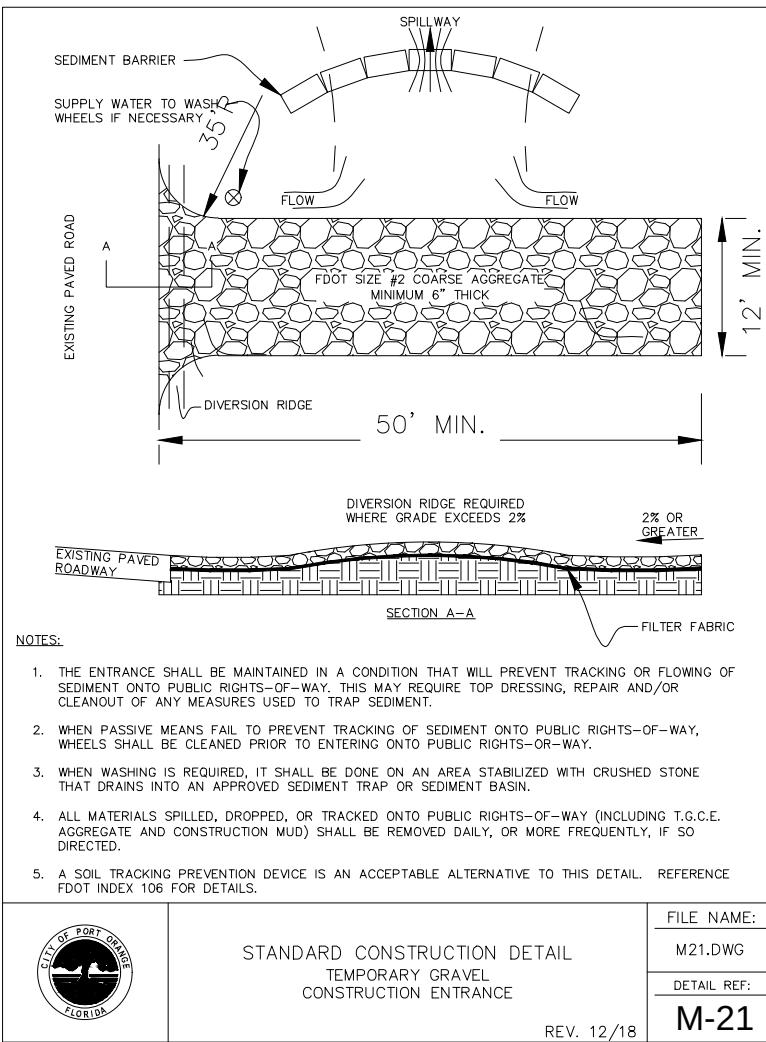
NOT TO SCALE



CULTIVATE SOILS TO CREATE FURROWS PERPENDICULAR TO SLOPE. CONTOURS / FURROWS WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE RUNOFF.

SURFACE ROUGHENING

(NOT TO SCALE)



NOTICE OF COVERAGE (NOC)
NOTICE OF INTENT (NOI)

1. NOTICE OF INTENT (NOI) (APPLICATION FOR PERMIT COVERAGE) AND NOTICE OF COVERAGE (NOC) (OR APPROVAL FROM REGULATORY AGENCY) ARE TO BE POSTED.
2. ALL POSTING IS TO BE AT JOB SITE ENTRANCE WHERE IT MAY BE VIEWED BY AUTHORITIES HAVING JURISDICTION AND THE PUBLIC.
3. POSTING IS REQUIRED FROM THE DAY CONSTRUCTION ACTIVITIES START UNTIL THE NOTICE OF TERMINATION (NOTI) IS FILED.
4. PROJECT MUST BE POSTED IN TWO LOCATIONS: AT THE JOB SITE ENTRANCE AND INSIDE WALL OF JOB TRAILER.

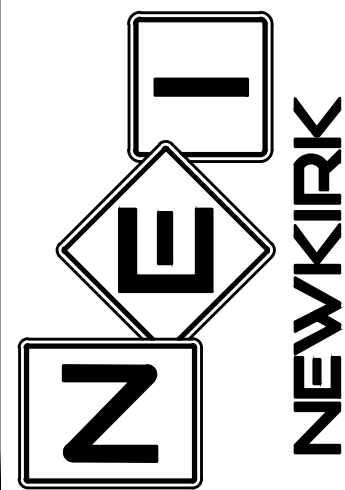
JOB SITE PERMIT POSTING DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

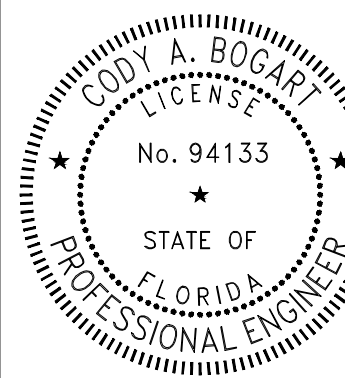
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SWPPP DETAILS
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE:
DRAWING NUMBER

08

DEMOLITION AND SWPPP NOTES:

- ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
- THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
- THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
- 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 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.
- ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
- 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 (SEE DETAILS THIS DRAWING). 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.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER, 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.
- 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-22.030(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.

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.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER. IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

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.
- SEE TREE PROTECTION DETAIL M-25, SHEET No. 6.

BENCHMARK INFORMATION:

#402 SET NAIL AND DISK (LB 8011)
ELEVATION = 6.77

#403 SET 5/8" IRON ROD AND CAP
ELEVATION = 7.72

#404 SET 5/8" IRON ROD AND CAP
ELEVATION = 8.00

VERTICAL DATA:
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED BY FROM CITY OF SOUTH DAYTONA BENCHMARK 19. DESCRIBED AS BEING A BRASS DISC SET IN CONCRETE SIDEWALK STAMPED "CITY BM-19", HAVING AN ELEVATION OF 7.43'.

NOTE !!!

ALL EARTHWORK, UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT AND FILL DIRT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL SPECIFICATIONS PROVIDED BY UNIVERSAL ENGINEERING SCIENCES, INC. REPORT No. 136730, DATED NOVEMBER 16, 2020.

ONSITE EXISTING TREE LEGEND :

	EXISTING	REMOVED	
CYPRESS TREE		2	2
REDBAY TREE		76	48
MAGNOLIA TREE		2	2
CEDAR TREE		17	8
ELM TREE		1	1
OAK TREE		282	157
MAPLE TREE		15	7
PALM TREE		4	4
PINE TREE		2	2
SUGARBERRY TREE		1	1
SWEETGUM TREE		1	1
	403	233	170 (42.4%)

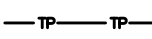
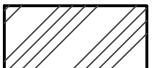
R.O.W. TREE REMOVAL:

	REMOVED
REDBAY TREE	7
OAK TREE	13
SUGARBERRY TREE	1
	21

ONSITE SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN
OAK TREE		56	10	46
REDBAY		21	4	17
CEDAR		4	1	3
MAPLE		4	1	3
		85	16	69 (81%)

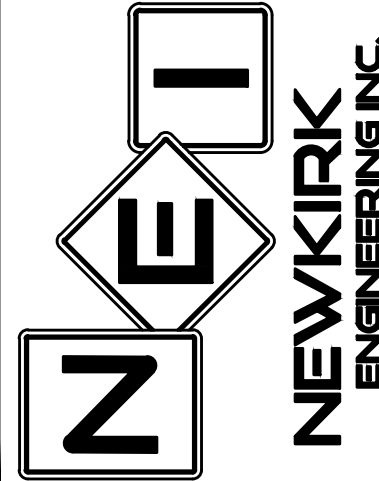
LEGEND:

	PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 8 & 9)
	PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 8 & 9)
	PROPOSED AGGREGATE
	CONCRETE SIDEWALK REMOVAL
	ASPHALT PAVEMENT REMOVAL
	PAVEMENT TO BE MILLED AND OVERLAID (SEE SHEET No. 11)
	AREA TO REMAIN NATURAL (5.19 REQUIRED, 5.539 PROVIDED)
	OPEN CUT FOR 5TH STREET WATER SERVICE CONNECTIONS
	EXISTING TREE (No. INDICATES SIZE)
	TREE TO BE REMOVED (SEE SHEETS No. 6, 7, 50)
	INLET PROTECTION

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

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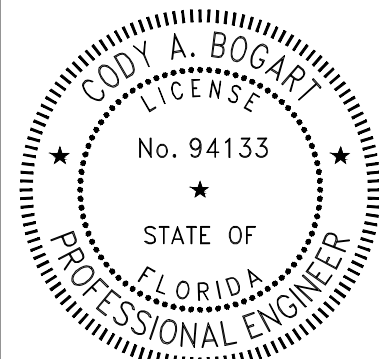
SWPPP NOTES

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

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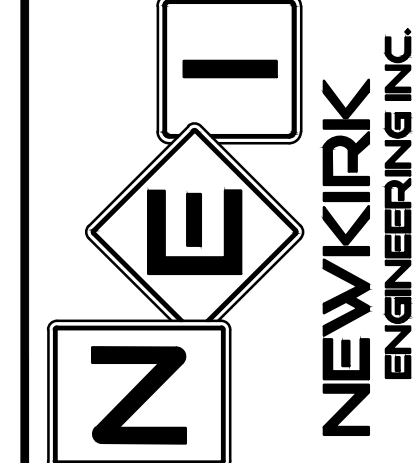
PROJECT No:	2021-309
DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	
DRAWING NUMBER	

09

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SURVMD SITE VISIT
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/20/22	CITY COMMENTS

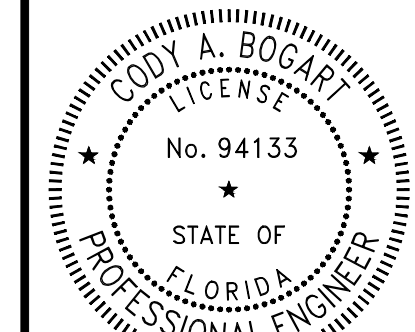
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OVERALL DEVELOPMENT PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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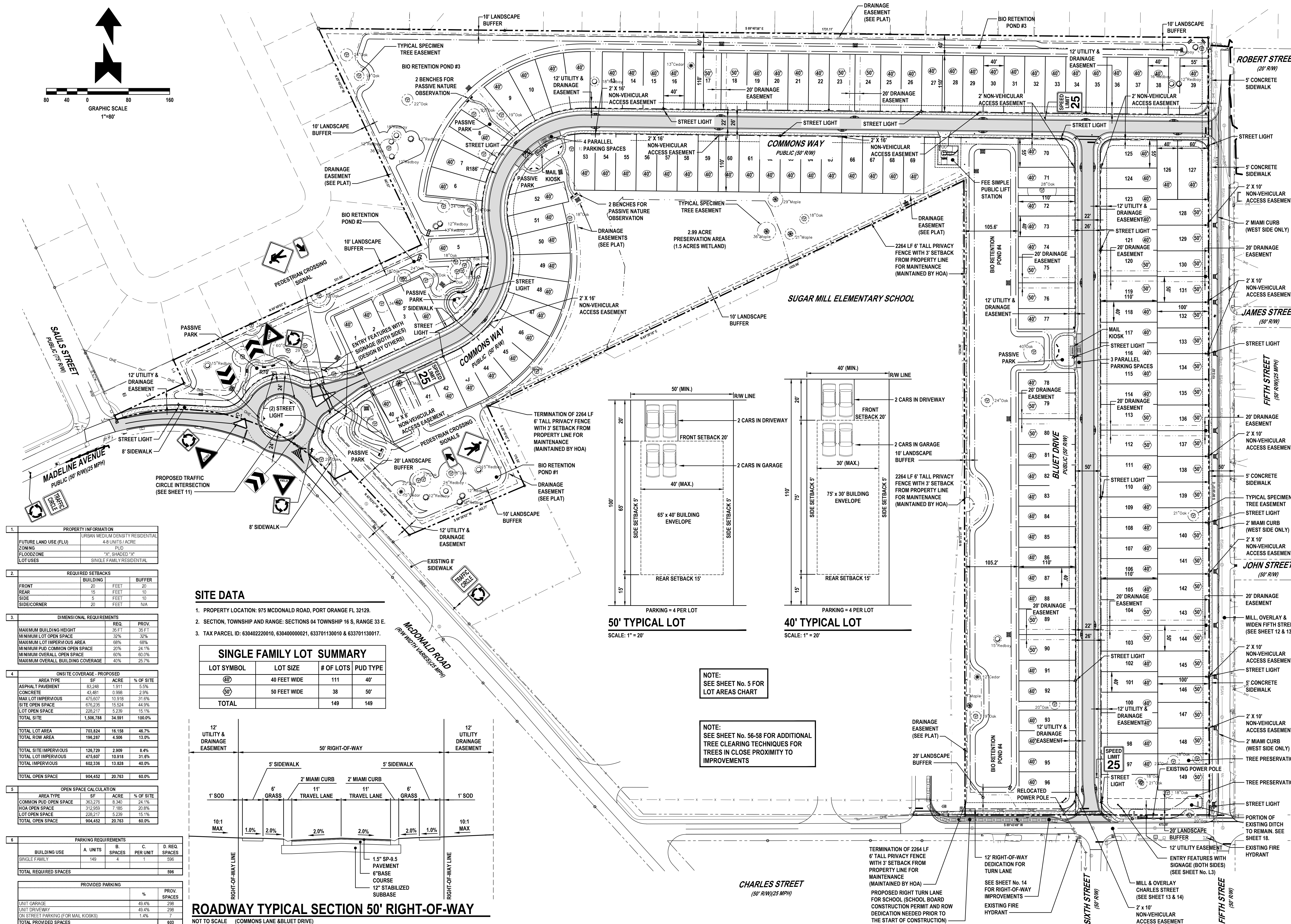
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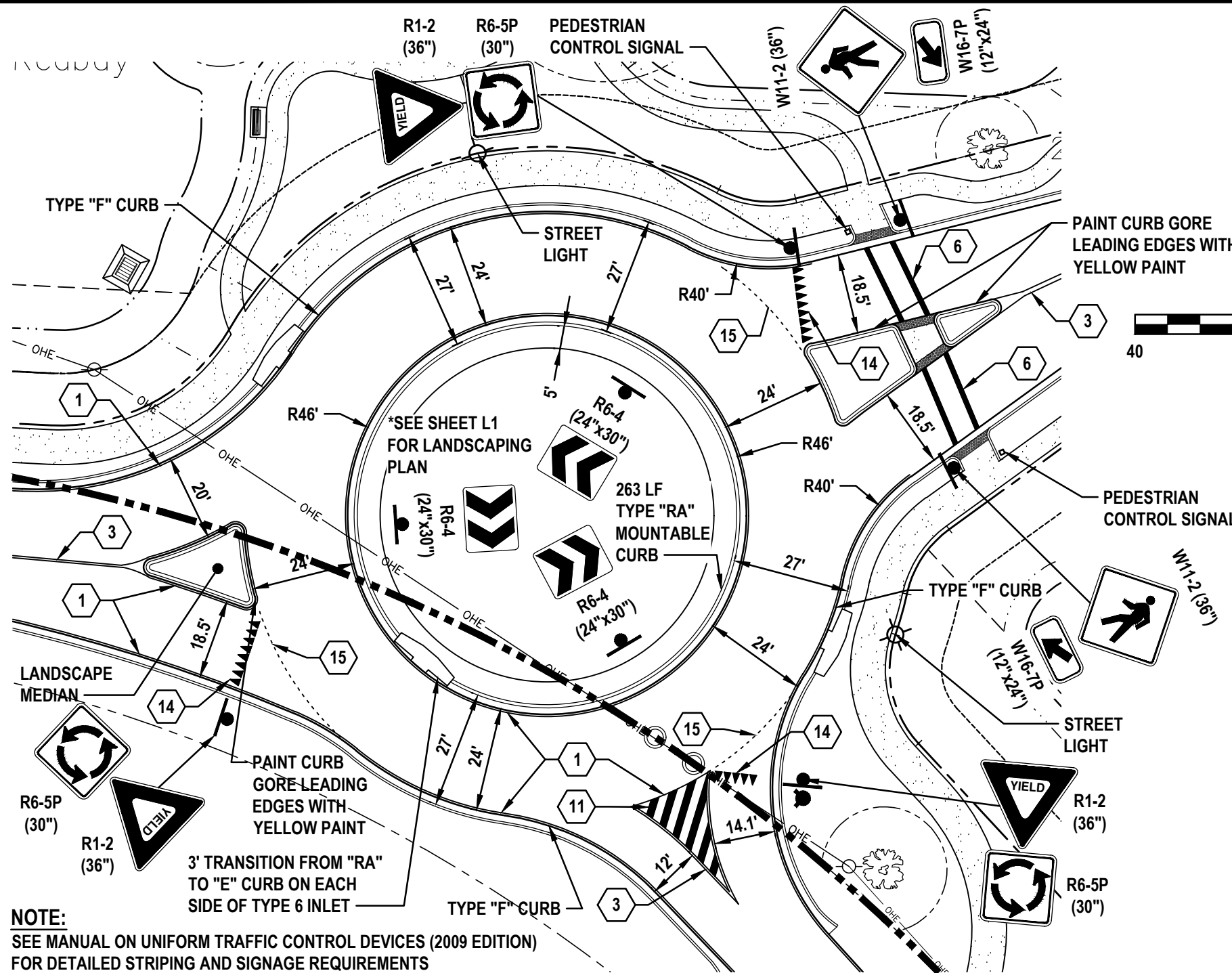


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PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: CRA
CHECKED BY: HHN
SCALE: 1" = 80'
DRAWING NUMBER

10





TRAFFIC CIRCLE STRIPING AND SIGNAGE DETAIL

SCALE: 1" = 30'

GENERAL NOTES:

- CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, AND SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC.) FOR LIGHT POLES AND FIXTURES AT TIME OF PERMIT.
- PERMITS ARE REQUIRED FOR CONSTRUCTION OF NEW BUILDING, MONUMENT AND ART SIGNS; AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- ALL PAVEMENT EDGE SHALL HAVE TYPE "F1" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.
- ALL MATERIALS, MACHINERY AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY ORGANIZED FASHION.
- CONTRACTOR TO PROVIDE PREMISE IDENTIFICATION FOR BUILDING DURING CONSTRUCTION.
- SITE LIGHTING MUST NOT SHINE DIRECTLY UPON ANY ADJACENT RESIDENCE AND MUST NOT PRODUCE EXCESSIVE GLARE. GLARE GUARDS WILL BE INSTALLED IF NEEDED.
- THERE MUST BE AN 8 FOOT SEPARATION BETWEEN AIR-CONDITIONING UNITS, DOOR STOOPS, GENERATORS, GAS TANKS OR OTHER MECHANICAL EQUIPMENT PER THE MDA.
- THE REQUIRED FENCING AND PERIMETER LANDSCAPING IS REQUIRED TO BE INSTALLED WITH THE FIRST PHASE OF HOMES.

LEGEND

- MIAMI CURB
- TYPE 'RA' MOUNTABLE CURB (SEE DETAIL SHEET 47)
- TYPE 'F1' SPILLOUT CURB
- TYPE 'F2' CURB
- TYPE 'E' CURB
- SITE LIGHT POLES
- MAIL KIOSK
- TRANSITION FROM TYPE 'F' CURB TO MIAMI CURB
- 24" DETECTABLE WARNING MAT

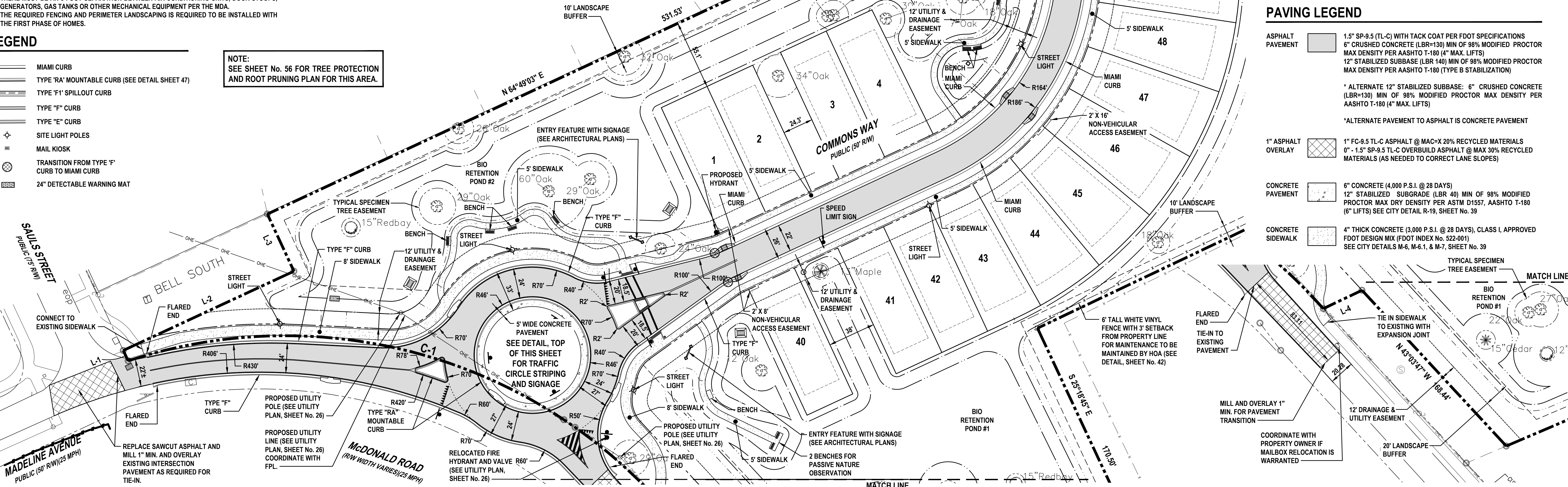
NOTE:
SEE SHEET No. 56 FOR TREE PROTECTION
AND ROOT PRUNING PLAN FOR THIS AREA.

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL STOP BARS SHALL BE THERMOPLASTIC.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 11863, 700-101, 17344 AND 706-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 123 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

KEY MAP

NOT TO SCALE



STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

- | | |
|---|---|
| 1 6" SOLID WHITE LINE | 9 6" WHITE SKIP LINE (10' - 30') |
| 2 6" SOLID YELLOW LINE | 10 6" WHITE DOTTED LANE DROP LINE (3' - 9') |
| 3 6" SOLID DOUBLE YELLOW LINE | 11 18" YELLOW LINE @ 45° SPACED 5' ON CENTER |
| 4 24" WHITE STOP BAR | 12 18" WHITE LINE @ 45° SPACED 10' ON CENTER |
| 5 WHITE DIRECTIONAL ARROW | 13 18" YELLOW LINE @ 45° SPACED 10' ON CENTER |
| 6 STANDARD CROSSWALK | 14 WHITE "SHARK-TOOTH" YIELD LINE |
| 7 SPECIAL EMPHASIS CROSSWALK | 15 6" WHITE SKIP LINE (2' - 4') |
| 8 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002) | 16 18" WHITE LINE @ 45° SPACED 3' ON CENTER |

SEE SHEET No. 48 FOR FDOT INDEX No. 711-001

PAVING LEGEND

- | | |
|------------------|--|
| ASPHALT PAVEMENT | 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS |
| | 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) |
| | 12" STABILIZED SUBBASE (LBR 140) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) |

* ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)

*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

- | | |
|--------------------|---|
| 1" ASPHALT OVERLAY | 1" FC-9.5 TL-C ASPHALT @ MAC=X 20% RECYCLED MATERIALS |
| | 0" - 1.5" SP-9.5 TL-C OVERBUILD ASPHALT @ MAX 30% RECYCLED MATERIALS (AS NEEDED TO CORRECT LANE SLOPES) |

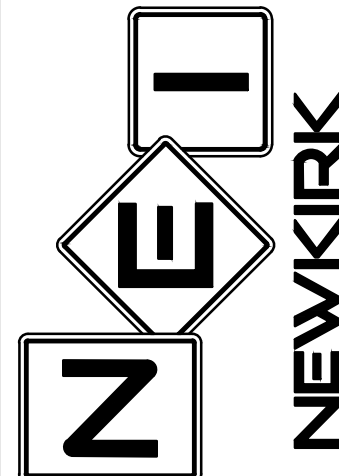
- | | |
|-------------------|---|
| CONCRETE PAVEMENT | 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) |
| | 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) SEE CITY DETAIL R-19, SHEET No. 39 |

- | | |
|-------------------|--|
| CONCRETE SIDEWALK | 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FDOT INDEX No. 522-001) |
| | SEE CITY DETAILS M-6, M-6.1, & M-7, SHEET No. 39 |

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SURVMD SITE VISIT
8/28/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/20/22	CITY COMMENTS

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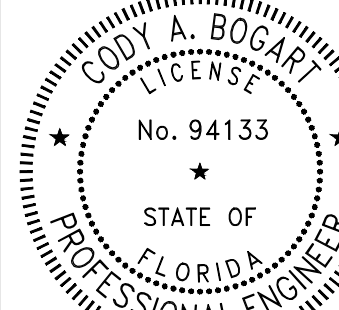
GEOMETRY, PAVEMENT STRIPING AND SIGNAGE PLAN

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

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PROJECT No: 2021-309

DATE: JULY 2022

DESIGN BY: CAB

DRAWN BY: CRA

CHECKED BY: HHN

SCALE: 1" = 40'

DRAWING NUMBER

11

GENERAL NOTES:

- CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, AND SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC.) FOR LIGHT POLES AND FIXTURES AT TIME OF PERMIT.
- PERMITS ARE REQUIRED FOR: CONSTRUCTION OF NEW BUILDING; MONUMENT AND ART SIGNS; AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- ALL PAVEMENT EDGE SHALL HAVE TYPE "F1" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.
- ALL MATERIALS, MACHINERY AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY ORGANIZED FASHION.
- CONTRACTOR TO PROVIDE PREMISE IDENTIFICATION FOR BUILDING DURING CONSTRUCTION.
- SITE LIGHTING MUST NOT SHINE DIRECTLY UPON ANY ADJACENT RESIDENCE AND MUST NOT PRODUCE EXCESSIVE GLARE. GLARE GUARDS WILL BE INSTALLED IF NEEDED.
- THERE MUST BE AN 8 FOOT SEPARATION BETWEEN AIR-CONDITIONING UNITS, DOOR STOOPS, GENERATORS, GAS TANKS OR OTHER MECHANICAL EQUIPMENT PER THE MDA.
- THE REQUIRED FENCING AND PERIMETER LANDSCAPING IS REQUIRED TO BE INSTALLED WITH THE FIRST PHASE OF HOMES.

NOTE:
SEE SHEET No. 58 FOR TREE PROTECTION
AND ROOT PRUNING PLAN FOR THIS AREA.

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL STOP BARS SHALL BE THERMOPLASTIC.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 11863, 700-101, 17344 AND 706-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

STRIPING KEYNOTES: (PER FDOT INDEX NO. 711-001, ONLY THERMOPLASTIC IN R/W)

- | | | | |
|---|---|----|--|
| 1 | 6" SOLID WHITE LINE | 9 | 6" WHITE SKIP LINE (10' - 30') |
| 2 | 6" SOLID YELLOW LINE | 10 | 6" WHITE DOTTED LANE DROP LINE (3' - 9') |
| 3 | 6" SOLID DOUBLE YELLOW LINE | 11 | 18" YELLOW LINE @ 45° SPACED 5' ON CENTER |
| 4 | 24" WHITE STOP BAR | 12 | 18" WHITE LINE @ 45° SPACED 10' ON CENTER |
| 5 | WHITE DIRECTIONAL ARROW | 13 | 18" YELLOW LINE @ 45° SPACED 10' ON CENTER |
| 6 | STANDARD CROSSWALK | 14 | WHITE "SHARK-TOOTH" YIELD LINE |
| 7 | SPECIAL EMPHASIS CROSSWALK | 15 | 6" WHITE SKIP LINE (2' - 4') |
| 8 | 24" DETECTABLE WARNING MAT (PER FDOT INDEX NO. 522-002) | | |

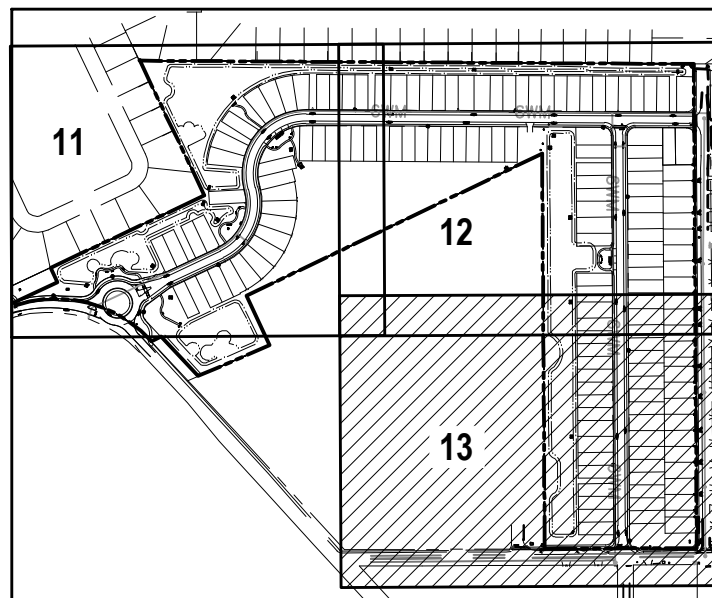
SEE SHEET No. 48 FOR FDOT INDEX NO. 711-001

PAVING LEGEND

- | | |
|--------------------|---|
| ASPHALT PAVEMENT | 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS |
| | 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) |
| | 12" STABILIZED SUBBASE (LBR 140) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) |
| | * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) |
| | * ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT |
| 1" ASPHALT OVERLAY | 1" FC-9.5 TL-C ASPHALT @ MAC-X 20% RECYCLED MATERIALS |
| | 0" - 1.5" SP-9.5 TL-C OVERBUILD ASPHALT @ MAX 30% RECYCLED MATERIALS (AS NEEDED TO CORRECT LANE SLOPES) |
| CONCRETE PAVEMENT | 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) |
| | 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) SEE CITY DETAIL R-19, SHEET No. 39 |
| CONCRETE SIDEWALK | 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FDOT INDEX NO. 522-001) |
| | SEE CITY DETAILS M-6, M-6.1, & M-7, SHEET No. 39 |

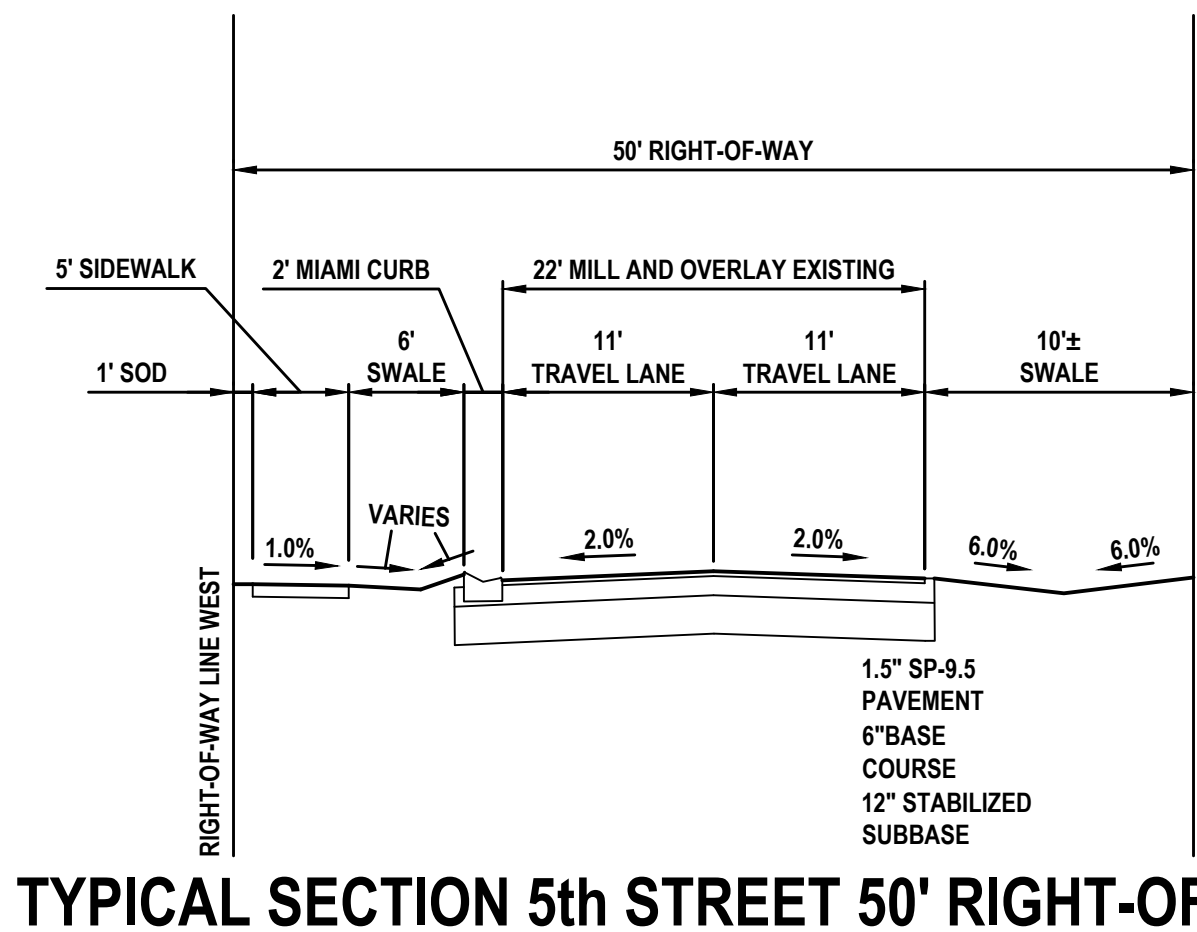
LEGEND

- | | |
|---|--|
| MIAMI CURB | TYPE "RA" MOUNTABLE CURB (SEE DETAIL SHEET 47) |
| TYPE "F1" SPILLOUT CURB | TYPE "F" CURB |
| TYPE "E" CURB | TYPE "E" CURB |
| SITE LIGHT POLES | MAIL KIOSK |
| TRANSITION FROM TYPE "F" CURB TO MIAMI CURB | 24" DETECTABLE WARNING MAT |



KEY MAP

NOT TO SCALE

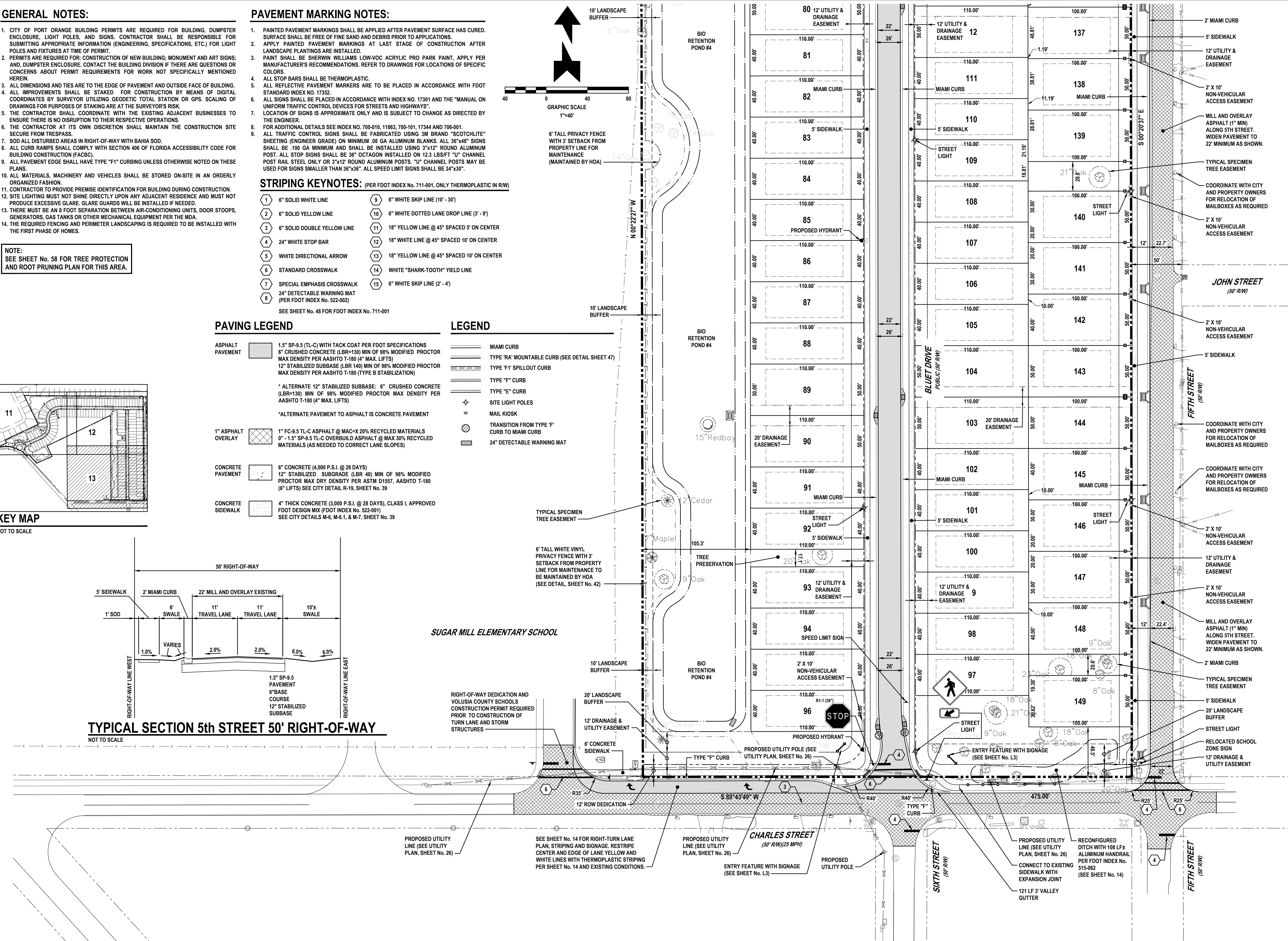


TYPICAL SECTION 5th STREET 50' RIGHT-OF-WAY

NOT TO SCALE

SUGAR MILL ELEMENTARY SCHOOL

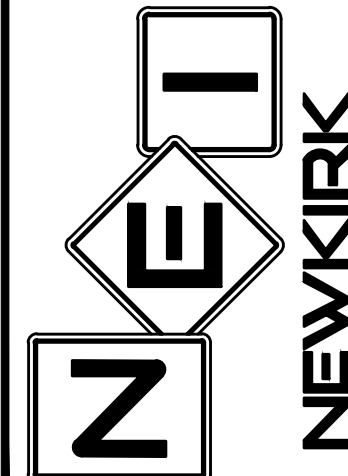
RIGHT-OF-WAY DEDICATION AND VOLUSIA COUNTY SCHOOLS CONSTRUCTION PERMIT REQUIRED PRIOR TO CONSTRUCTION OF TURN LANE AND STORM STRUCTURES



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

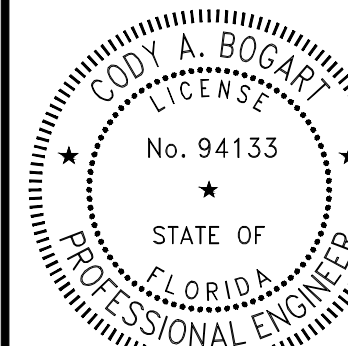
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GEOMETRY, PAVEMENT,
STRIPING AND SIGNAGE PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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PROJECT No: 2021-309

DATE: JULY 2022

DESIGN BY: CAB

DRAWN BY: CRA

CHECKED BY: HHN

SCALE: 1" = 40'

DRAWING NUMBER

13

PAVING LEGEND

ASPHALT PAVEMENT 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR 140) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
* ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
* ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

1" ASPHALT OVERLAY 1" FC-9.5 TL-C ASPHALT @ MAC=X 20% RECYCLED MATERIALS
0" - 1.5" SP-9.5 TL-C OVERBUILD ASPHALT @ MAX 30% RECYCLED MATERIALS (AS NEEDED TO CORRECT LANE SLOPES)

CONCRETE PAVEMENT 6" CONCRETE (4,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) SEE CITY DETAIL R-19, SHEET No. 39

CONCRETE SIDEWALK 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FDOT INDEX No. 522-001)
SEE CITY DETAILS M-6, M-6.1, & M-7, SHEET No. 39

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

- | | | | |
|---|---|----|--|
| 1 | 6" SOLID WHITE LINE | 9 | 6" WHITE SKIP LINE (10' - 30') |
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| 3 | 6" SOLID DOUBLE YELLOW LINE | 11 | 18" YELLOW LINE @ 45° SPACED 5' ON CENTER |
| 4 | 24" WHITE STOP BAR | 12 | 18" WHITE LINE @ 45° SPACED 10' ON CENTER |
| 5 | WHITE DIRECTIONAL ARROW | 13 | 18" YELLOW LINE @ 45° SPACED 10' ON CENTER |
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| 8 | 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002) | | |

SEE SHEET No. 48 FOR FDOT INDEX No. 711-001

LEGEND

- MIAMI CURB
TYPE 'RA' MOUNTABLE CURB (SEE DETAIL SHEET 47)
TYPE 'F1' SPILLOUT CURB
TYPE 'F' CURB
TYPE 'E' CURB
SITE LIGHT POLES
MAIL KIOSK
TRANSITION FROM TYPE 'F' CURB TO MIAMI CURB
24" DETECTABLE WARNING MAT

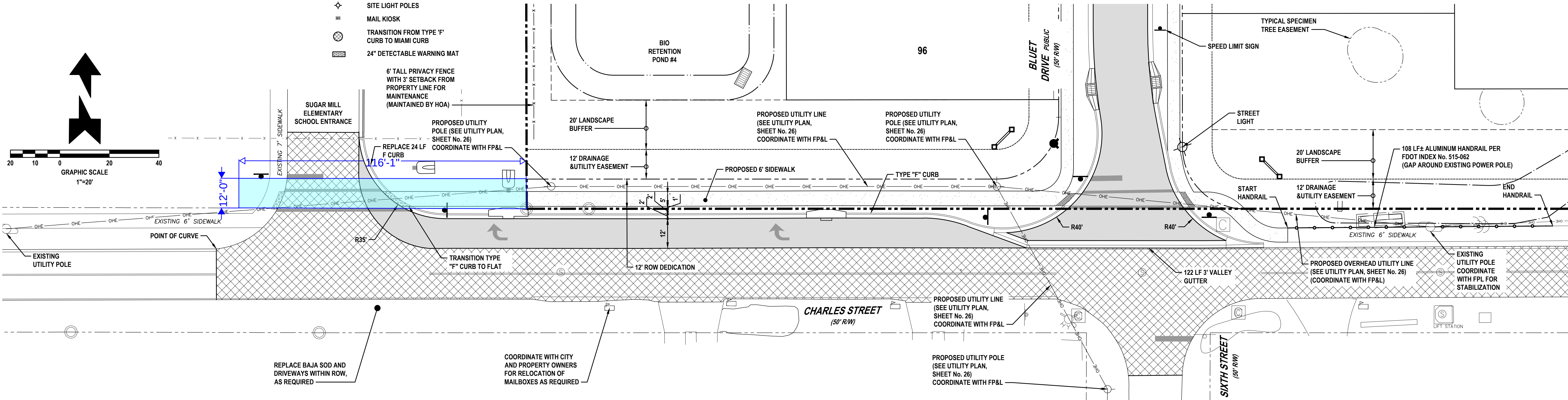
PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL STOP BARS SHALL BE THERMOPLASTIC.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 11863, 700-101, 17344 AND 706-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

GENERAL NOTES:

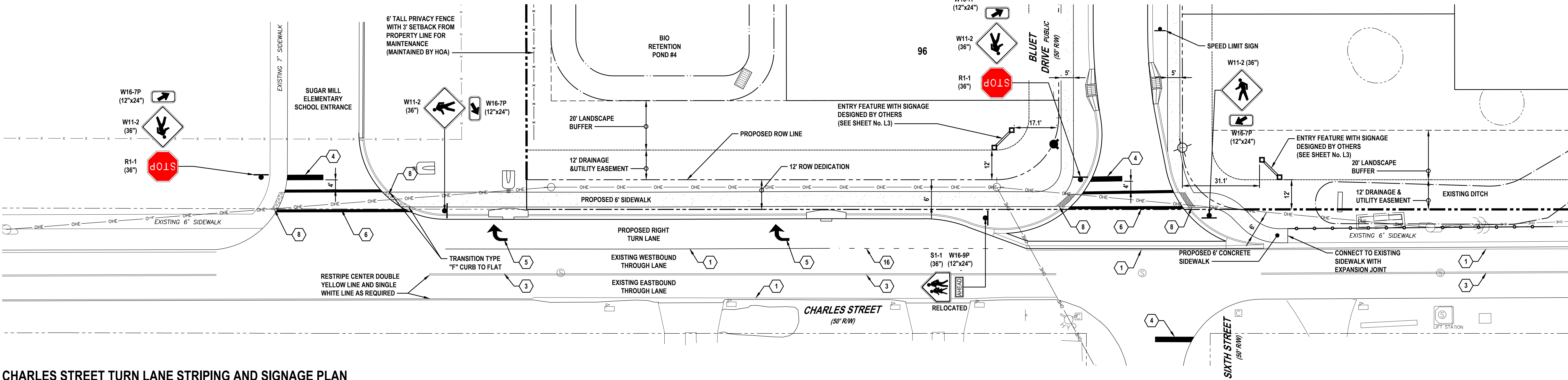
- CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, AND SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC.) FOR LIGHT POLES AND FIXTURES AT TIME OF PERMIT.
- PERMITS ARE REQUIRED FOR: CONSTRUCTION OF NEW BUILDING; MONUMENT AND ART SIGNS; AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
- ALL SERVICE AREAS AND MECHANICAL EQUIPMENT (GROUND, WALL OR ROOF) INCLUDING, BUT NOT LIMITED TO AIR CONDITIONING CONDENSERS, HEATING UNITS, SATELLITE DISHES, IRRIGATION PUMPS, AND PROPANE TANKS, DISPLAYS AND REFILLING AREAS, SHALL BE SCREENED USING ARCHITECTURAL FEATURES CONSISTENT WITH THE STRUCTURE, OR LANDSCAPING OF SUFFICIENT DENSITY AND MATURITY AT PLANTING TO PROVIDE OPAQUE SCREENING.
- EXTERNAL DOWNSPOUTS VISIBLE FROM ANY RIGHTS-OF-WAY ARE NOT PERMITTED, UNLESS THEY ARE DECORATIVE. IN LOCATIONS THAT ARE CLEARLY VISIBLE FROM A PUBLIC RIGHT-OF-WAY, DOWNSPOUTS MAY BE INSTALLED EXTERNALLY ONLY IF THEY HAVE A HIGH-QUALITY, DECORATIVE DESIGN AND APPEARANCE OF COPPER, STEEL, TIN, OR SILVER OR SIMILAR NATURAL METALLIC MATERIAL. IN LOCATIONS THAT ARE MOSTLY OR COMPLETELY SCREENED FROM A PUBLIC RIGHT-OF-WAY, EXTERNAL DOWNSPOUTS ARE NOT REQUIRED TO BE DECORATIVE AS ABOVE BUT MUST BE PAINTED TO MATCH THE BUILDING EXTERIOR ON WHICH THEY ARE MOUNTED.
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.

- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- ALL PAVEMENT EDGE SHALL HAVE TYPE "F1" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.
- ALL WALL-MOUNTED EQUIPMENT SUCH AS ELECTRICAL METERS, IRRIGATION METERS, PHONE/CABLE BOXES, EXTERNAL VENTS AND LOUVERS, ETC., SHALL BE PAINTED TO MATCH THE WALL ON WHICH IT IS MOUNTED OR OTHERWISE CONSISTENT WITH THE COLOR(S) OF THE BUILDING.
- ALL MATERIALS, MACHINERY AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY ORGANIZED FASHION.
- COMMERCIAL IMPACT FEE SHALL BE CALCULATED, DUE AND PAYABLE WITHIN 30 DAYS OF INITIATION OF PERMANENT ELECTRIC SERVICE.
- CONTRACTOR TO PROVIDE PREMISE IDENTIFICATION FOR BUILDING DURING CONSTRUCTION.
- SITE LIGHTING MUST NOT SHINE DIRECTLY UPON ANY ADJACENT RESIDENCE AND MUST NOT PRODUCE EXCESSIVE GLARE. GLARE GUARDS WILL BE INSTALLED IF NEEDED.



CHARLES STREET TURN LANE LAYOUT AND PAVEMENT PLAN

SCALE: 1" = 20'



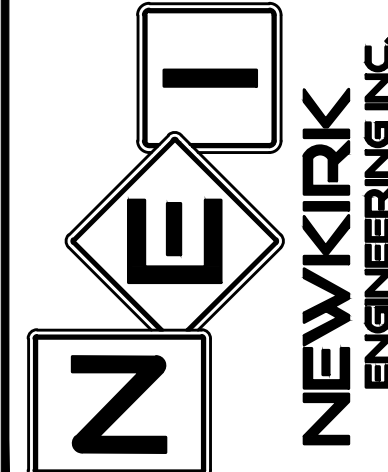
CHARLES STREET TURN LANE STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/28/22	CITY COMMENTS
11/8/22	CITY COMMENTS

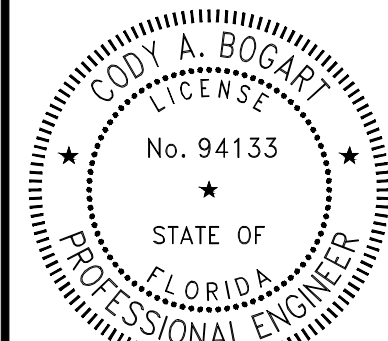
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Phone (386) 872-7794
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CHARLES STREET
RIGHT-OF-WAY IMPROVEMENTS
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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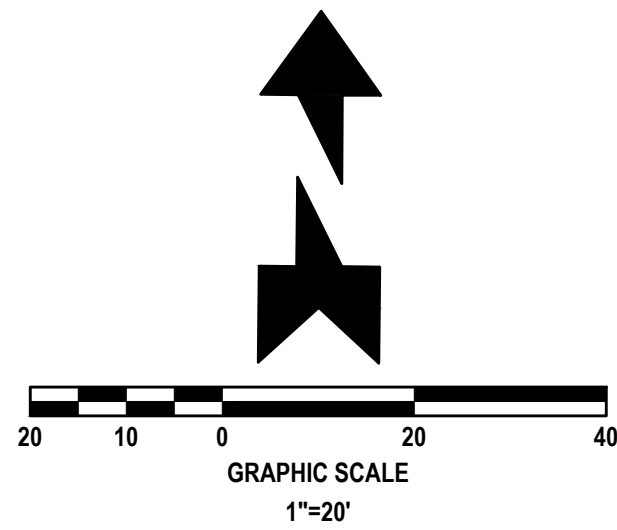


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PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: CRA
CHECKED BY: HHN
SCALE: 1" = 20'

DRAWING NUMBER

14



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS, UNDERGROUND ELECTRIC AND FIBER OPTIC LINES IN THE RIGHT-OF-WAY.

BENCHMARK INFORMATION:

- #1 RAILROAD SPIKE
ELEVATION = 21.20
- #2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

GRADING LEGEND:

- 22-- EXISTING CONTOUR
- 22— PROPOSED CONTOUR
- ~> DRAINAGE FLOW ARROW
- 6.6 EXISTING SPOT ELEVATION
- ◆25.00 PROPOSED SPOT ELEVATION
- ◆MEG MATCH EXISTING GRADE

KEYNOTES:

- 1 SIDEWALK CURB RAMP C
(SEE DETAIL, SHEET No. 46)
- 2 SIDEWALK CURB RAMP E
(SEE DETAIL, SHEET No. 46)
- 3 SIDEWALK CURB RAMP G
(SEE DETAIL, SHEET No. 46)

GENERAL GRADING NOTES:

- CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
- ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

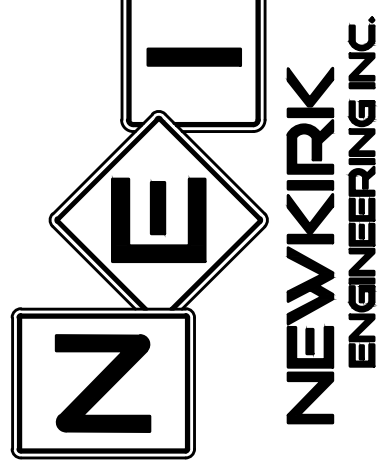
GENERAL EARTHWORK NOTES:

- REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-160 MODIFIED PROCTOR METHOD.
- ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-160 MODIFIED PROCTOR TEST.
- TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
- ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
- ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

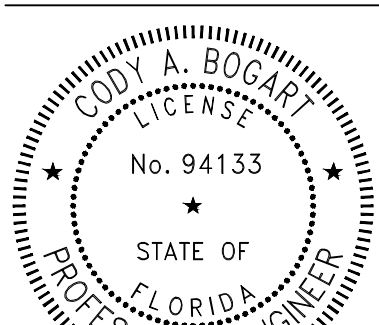
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TURN LANE DRAINAGE
AND GRADING PLAN
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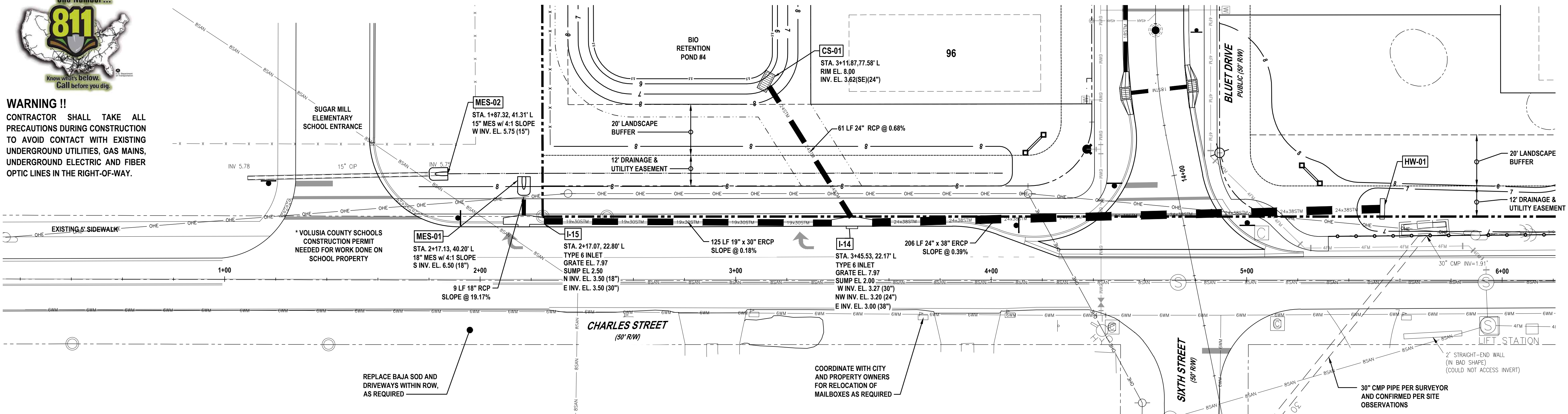


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PROJECT No: 2021-309
DATE: APRIL 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=20'

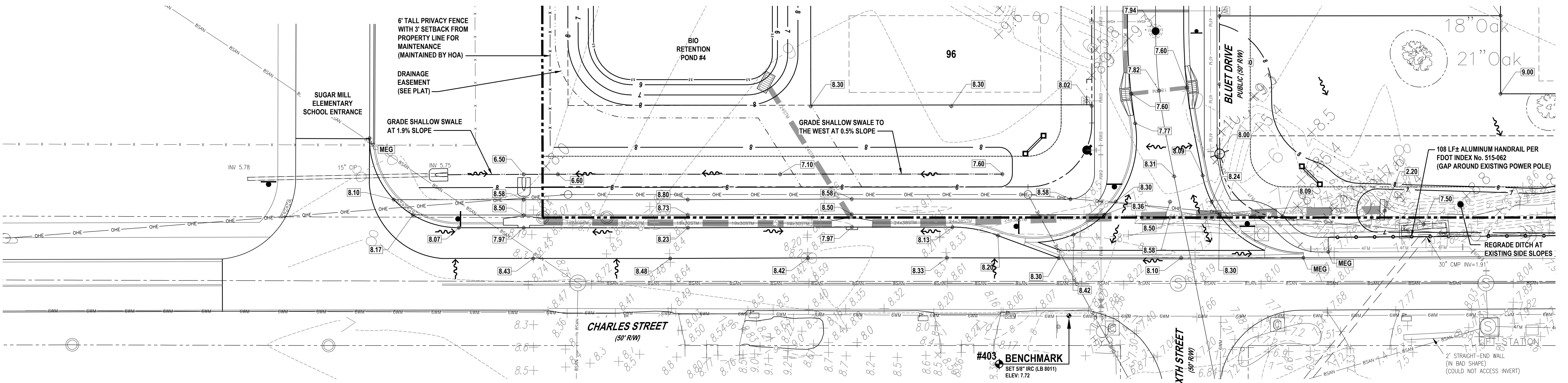
DRAWING NUMBER

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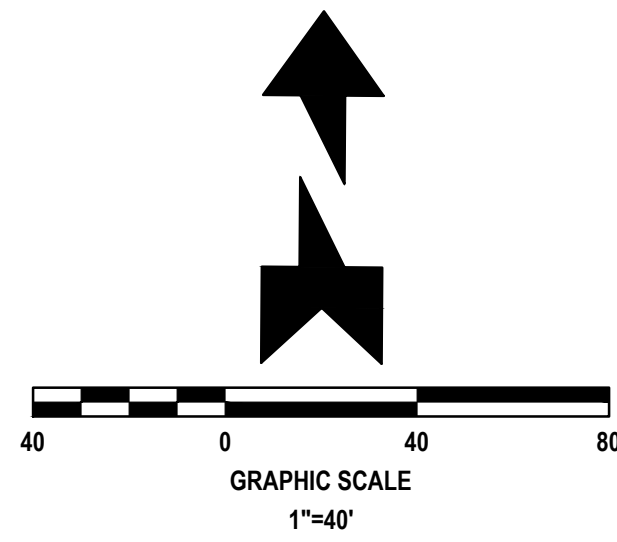
CHARLES STREET TURN LANE DRAINAGE PLAN

SCALE: 1" = 20'



CHARLES STREET TURN LANE GRADING PLAN

SCALE: 1" = 20'

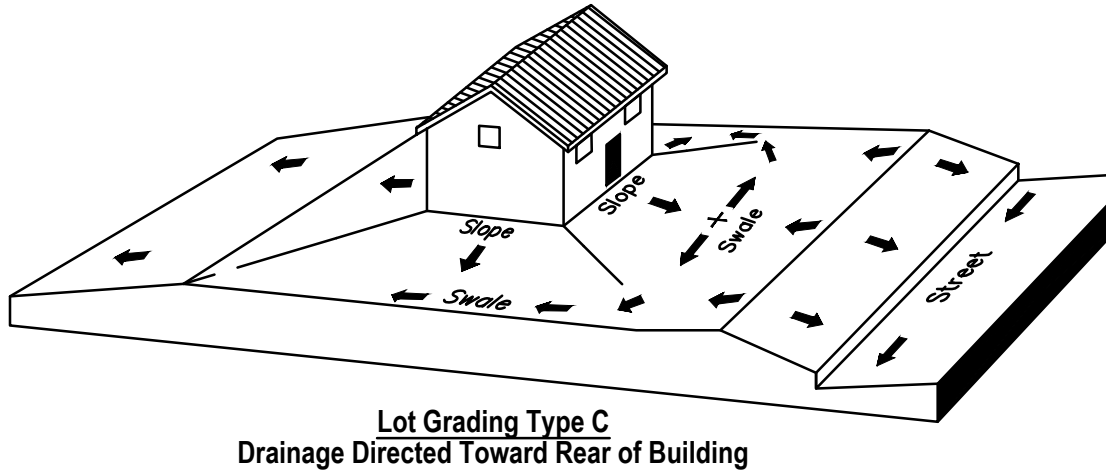
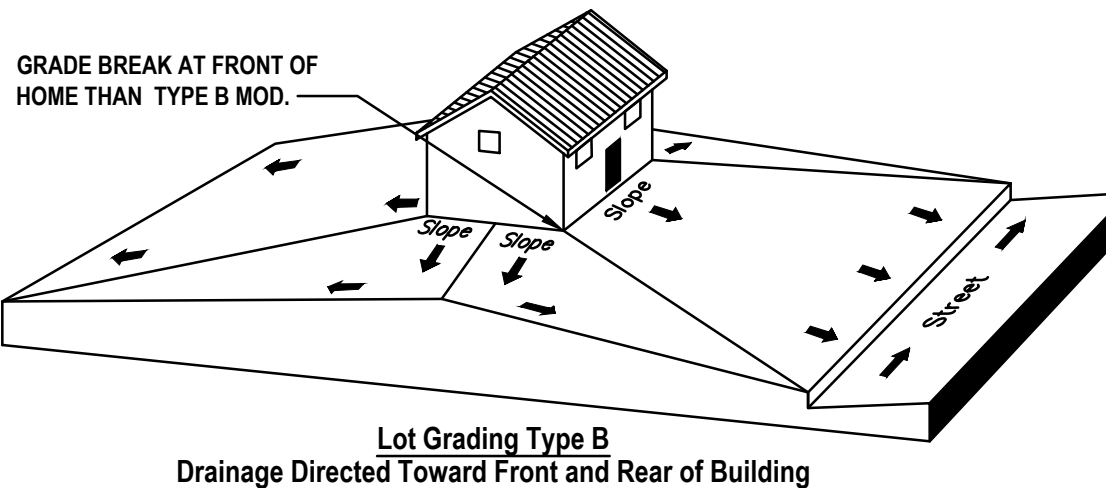
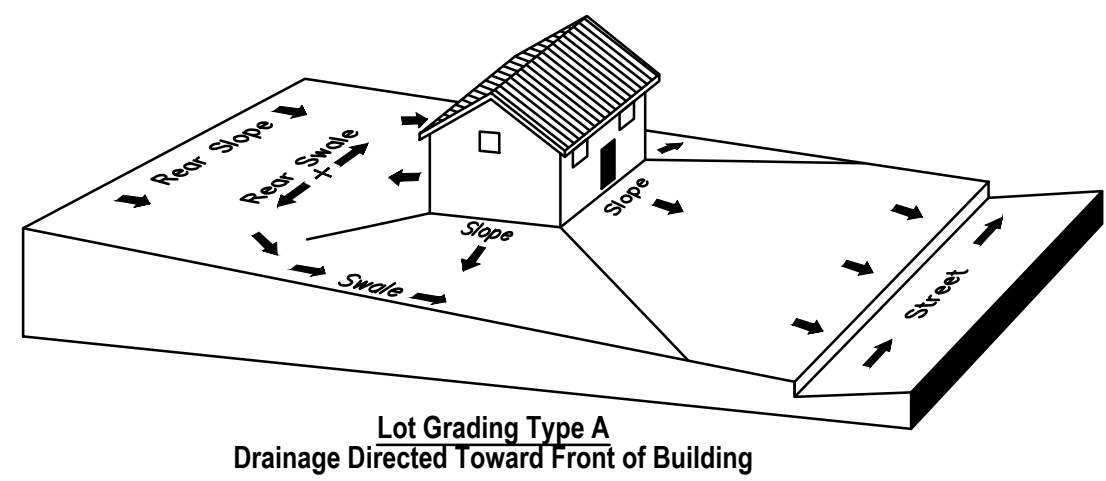


GENERAL EARTHWORK NOTES:

- REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR 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.
- ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
- TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
- ONCE AN AREA IS SEED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
- ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

- CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
- ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
- ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

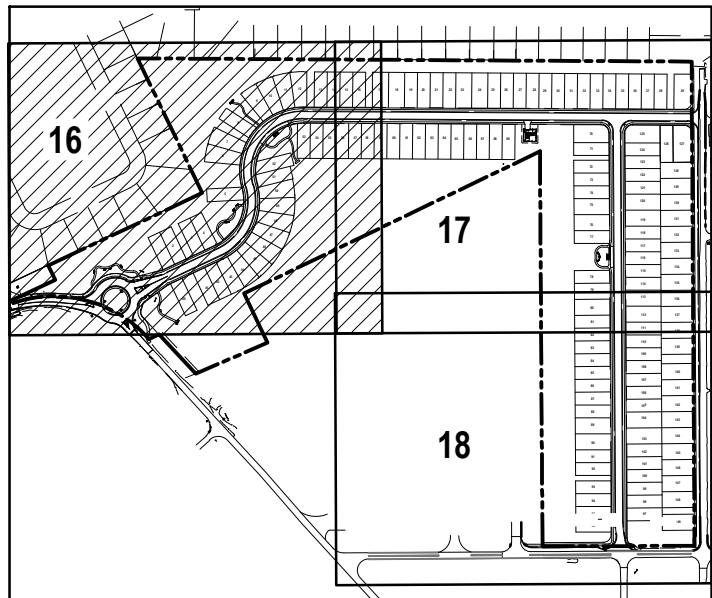


NOTE:

- ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
- ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE BASE FLOOD ELEVATION AND/OR 1 FOOT ABOVE THE 100-YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION AREA.
- SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

TYPICAL LOT GRADING DETAILS

NOT TO SCALE



KEY MAP

NOT TO SCALE

GRADING LEGEND:

- 22--- EXISTING CONTOUR
- 22--- PROPOSED CONTOUR
- >--- DRAINAGE FLOW ARROW
- 6.6 EXISTING SPOT ELEVATION
- 25.00 PROPOSED SPOT ELEVATION
- MEG MATCH EXISTING GRADE

KEYNOTES:

- 1 SIDEWALK CURB RAMP C (SEE DETAIL, SHEET NO. 46)
- 2 SIDEWALK CURB RAMP E (SEE DETAIL, SHEET NO. 46)
- 3 SIDEWALK CURB RAMP G (SEE DETAIL, SHEET NO. 46)

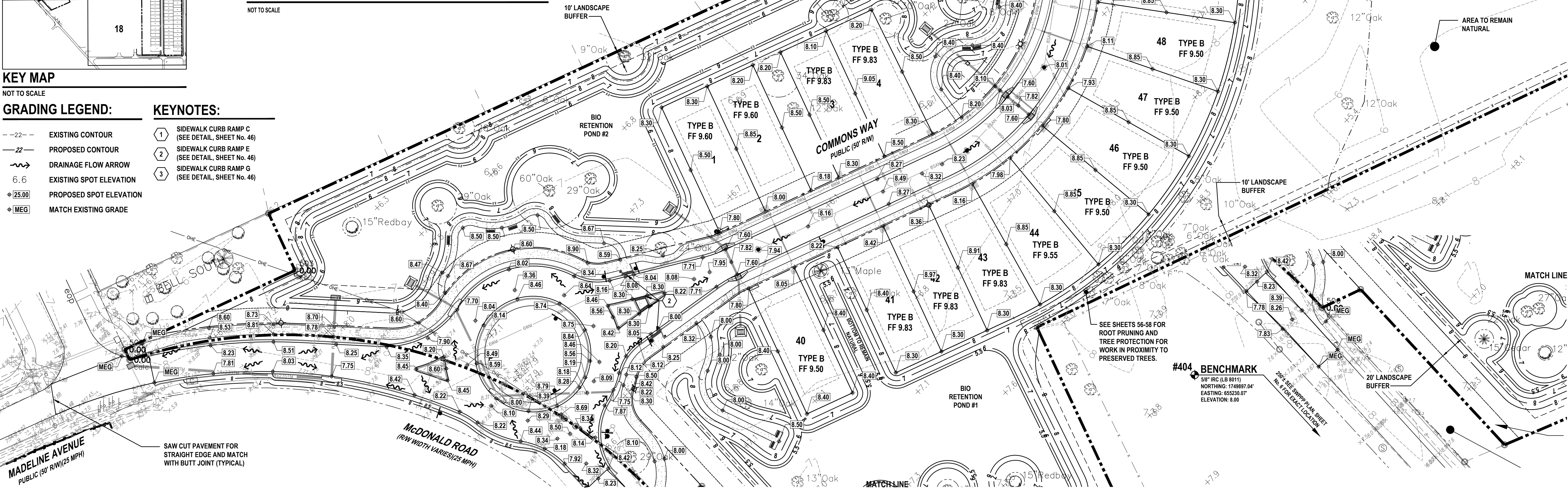


WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS, UNDERGROUND ELECTRIC AND FIBER OPTIC LINES IN THE RIGHT-OF-WAY.

BENCHMARK INFORMATION:

- #402 SET NAIL AND DISK (LB 8011)
ELEVATION = 6.77
- #403 SET 5/8" IRON ROD AND CAP
ELEVATION = 7.72
- #404 SET 5/8" IRON ROD AND CAP
ELEVATION = 8.00

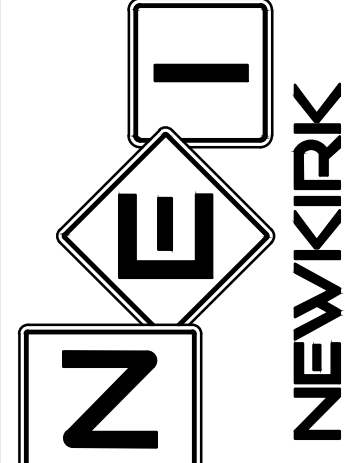
VERTICAL DATA:
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED BY FROM CITY OF SOUTH DAYTONA BENCHMARK 19, DESCRIBED AS BEING A BRASS DISC SET IN CONCRETE SIDEWALK STAMPED "CITY BM-19", HAVING AN ELEVATION OF 7.43.



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/20/22	PARKING GRADING

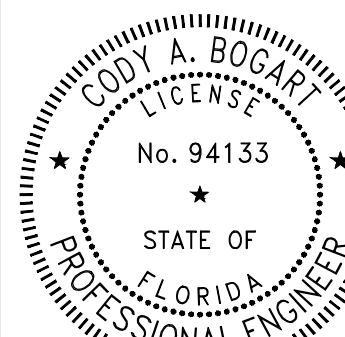
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewKirk-Engineering.com
C.A. # 30209
L.C. # 2600584
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GRADING PLAN (1 OF 3)
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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PROJECT No: 2021-309
DATE: APRIL 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=40'
DRAWING NUMBER

16

REVISIONS	
DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

1230 North US1, Suite 3
Omond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com

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GRADING PLAN (2 OF 3)

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

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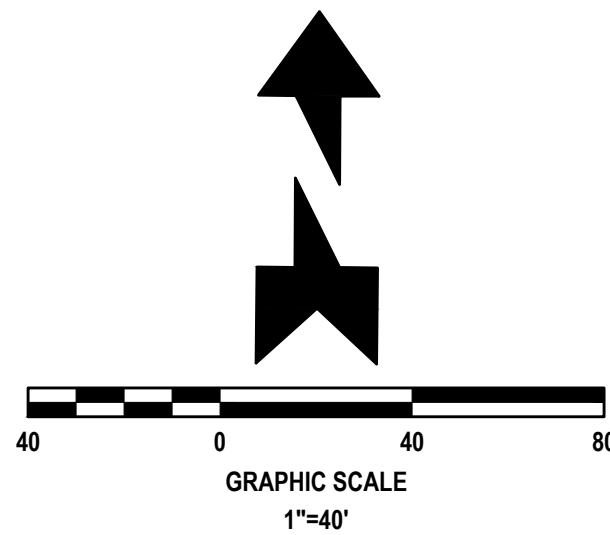


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PROJECT No:	2021-309
DATE:	APRIL 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1"=40'

DRAWING NUMBER

17



GENERAL EARTHWORK NOTES:

- REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR 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.
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BENCHMARK INFORMATION:

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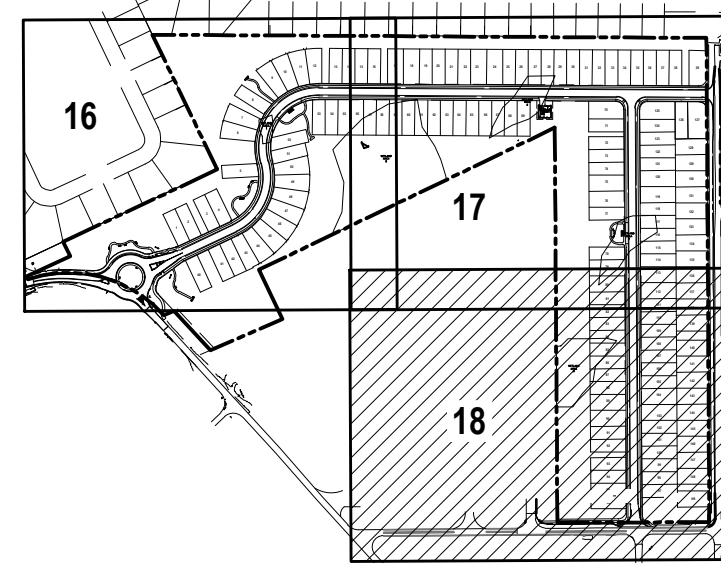
VERTICAL DATA:
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GRADING LEGEND:

- EXISTING CONTOUR
--- PROPOSED CONTOUR
--- DRAINAGE FLOW ARROW
6.6 EXISTING SPOT ELEVATION
25.00 PROPOSED SPOT ELEVATION
MEG MATCH EXISTING GRADE

KEYNOTES:

- 1 SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 46)
2 SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 46)
3 SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 46)



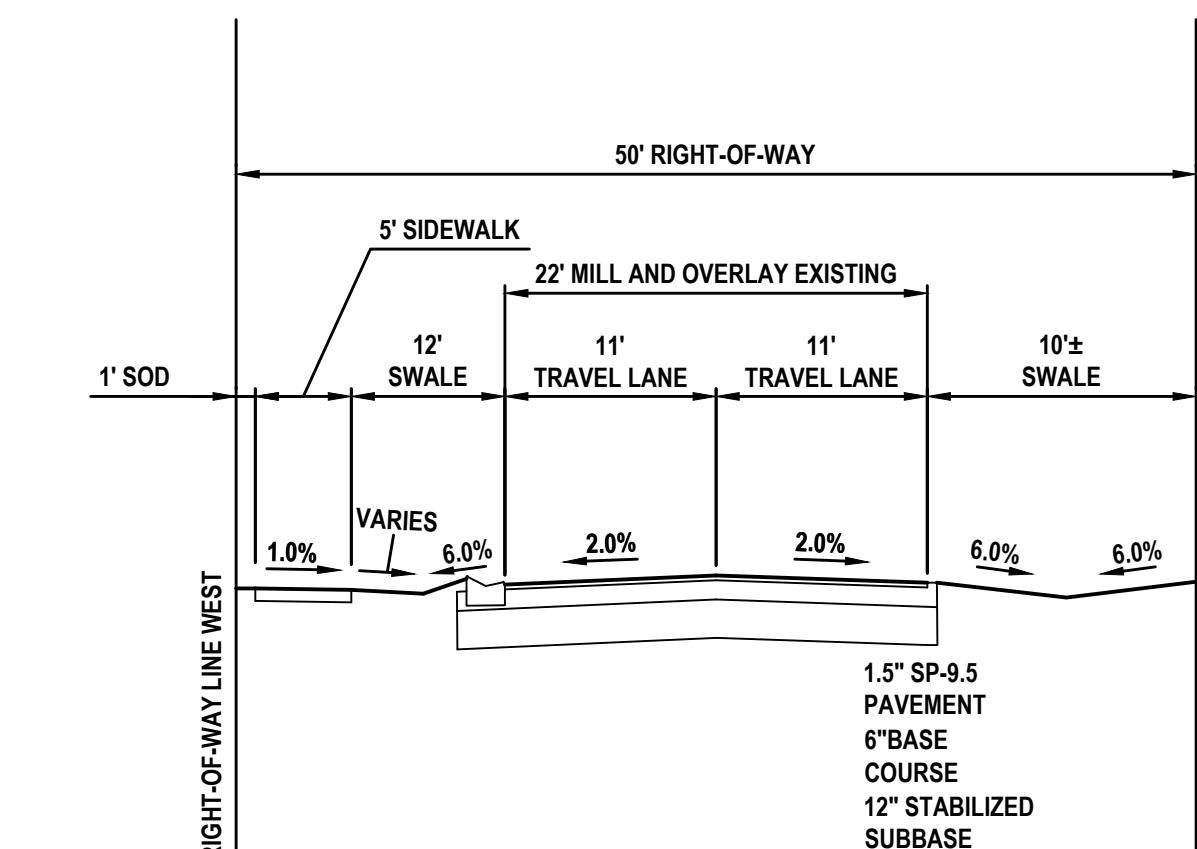
KEY MAP
NOT TO SCALE



WARNING !!

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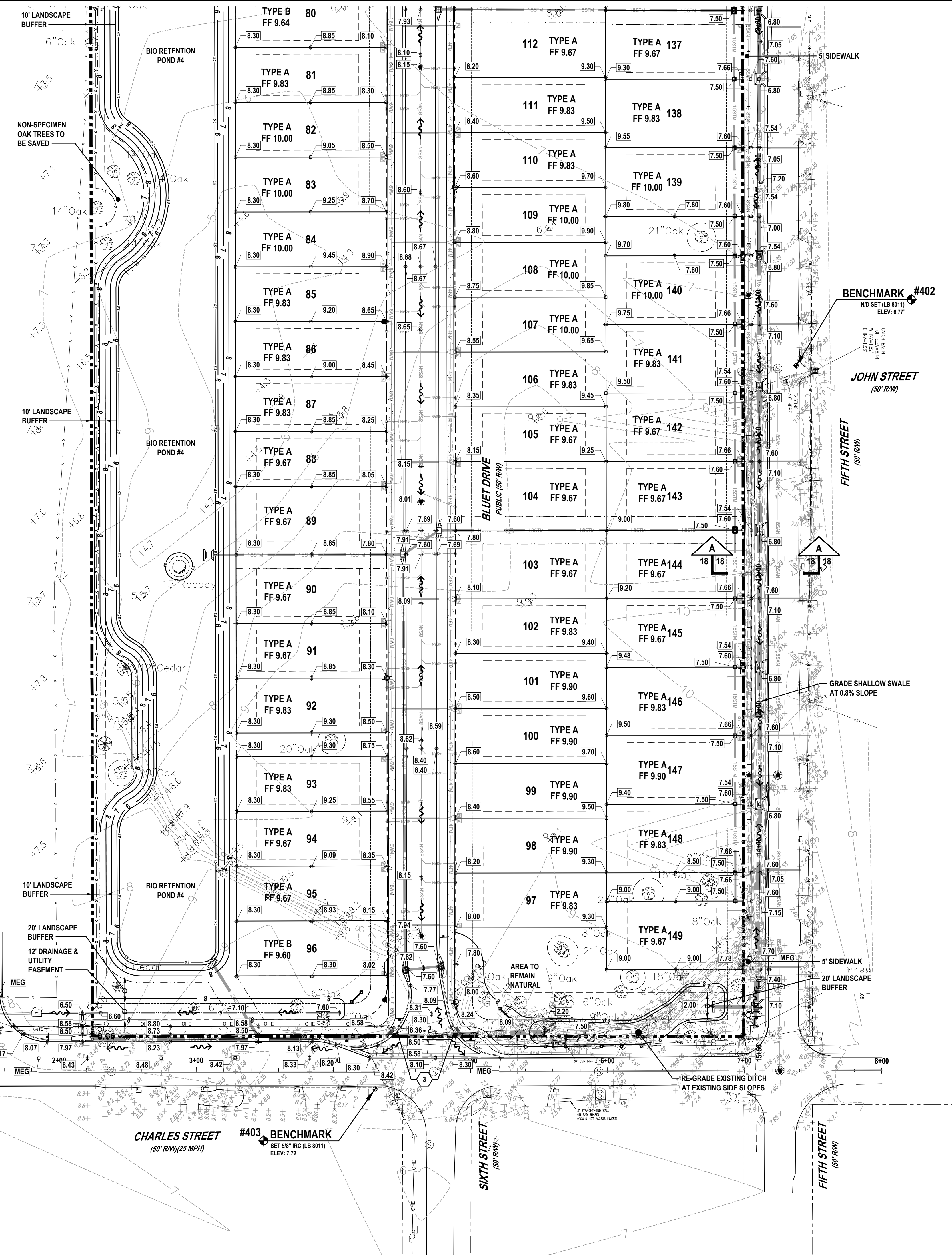
SUGAR MILL ELEMENTARY SCHOOL



TYPICAL SECTION 5th STREET 50' RIGHT-OF-WAY

NOT TO SCALE

SEE SHEET 15 FOR
ADDITIONAL GRADING AND
DRAINAGE INFORMATION
FOR THE RIGHT TURN LANE



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
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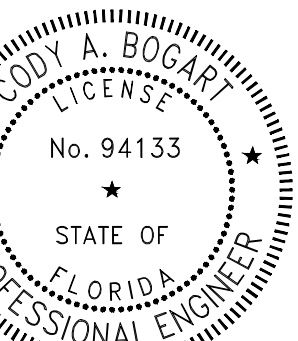
GRADING PLAN (3 OF 3)

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

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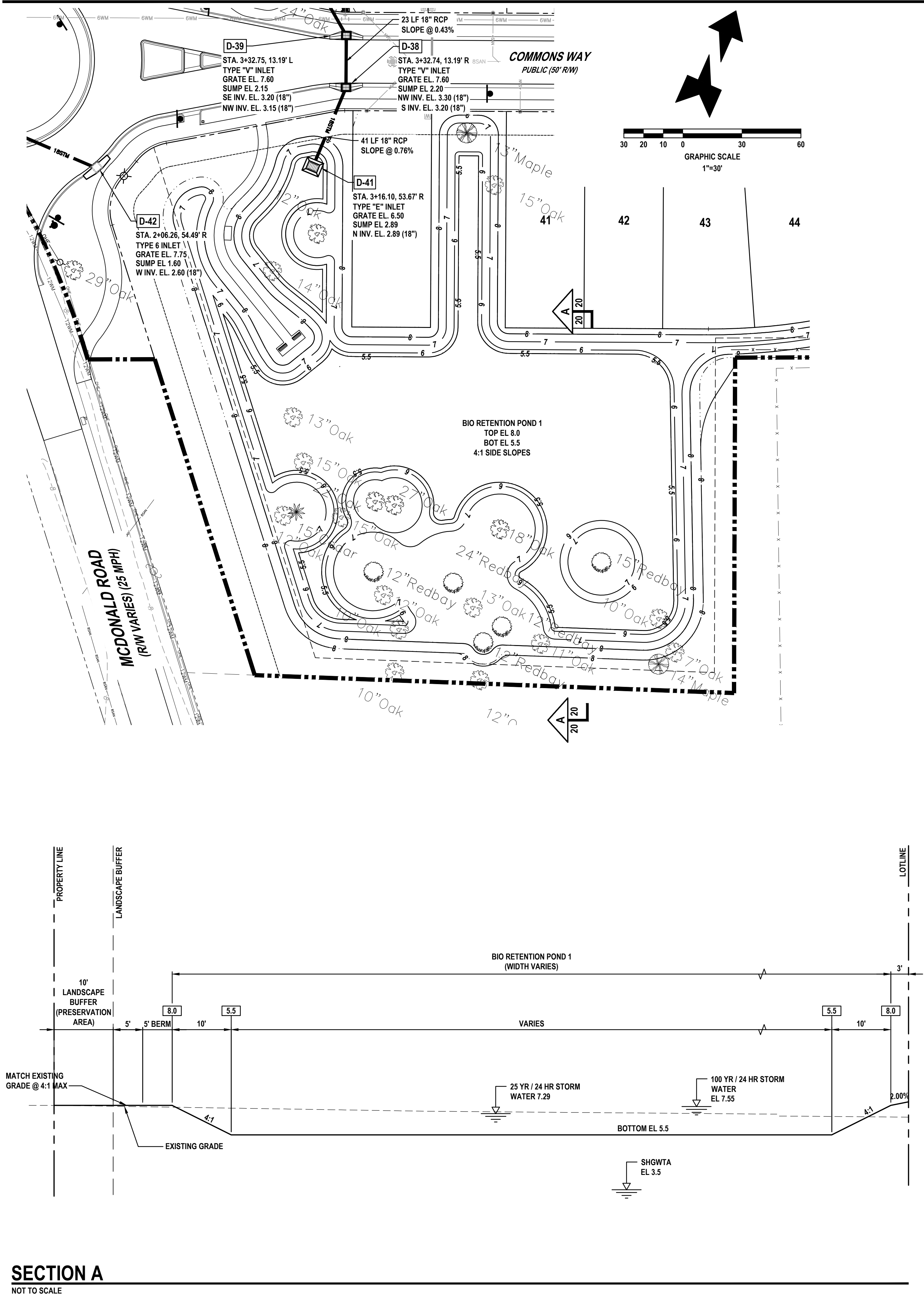
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CODY A. BOGART, PE #94133 ON



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PROJECT No: 2021-309
DATE: APRIL 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=40'
DRAWING NUMBER

18



SECTION A
NOT TO SCALE

DRAINAGE STRUCTURE SCHEDULE						
I.D.	STA. OFF.	ROAD	STRUCTURE TYPE	TOP EL	SUMP EL	CONNECTIONS
CS-01	3+11.87 77.58' L	CHARLES STREET	TYPE "H" INLET	8.00	2.62	24" RCP - SE INV 3.62
CS-03	22+44.94 150.58' L	COMMONS WAY	TYPE "H" INLET	8.00	3.55	18" RCP - NE INV 4.55
CS-04	0+35.32 106.84' L	COMMONS WAY	TYPE "H" INLET	8.00	4.00	14"X23" ERCP - S INV 5.00
D-01	13+65.88 13.12' L	BLUET DRIVE	TYPE "V" INLET	7.60	3.02	18" RCP - W INV 4.02
D-02	13+65.87 13.12' R	BLUET DRIVE	TYPE "V" INLET	7.60	2.57	18" RCP - E INV 3.97 18" RCP - N INV 3.57
D-03	10+46.62 13.13' L	BLUET DRIVE	TYPE "V" INLET	7.60	2.00	18" RCP - SW INV 3.00 18" RCP - E INV 3.00
D-04	10+64.28 13.12' R	BLUET DRIVE	TYPE "V" INLET	7.60	1.90	18" RCP - S INV 2.90 18" RCP - NE INV 2.90 18" RCP - W INV 2.90
D-05	10+64.28 154.97' R	BLUET DRIVE	TYPE "E" INLET	6.50	1.50	18" RCP - E INV 2.50
D-06	6+66.62 13.13' L	BLUET DRIVE	TYPE "V" INLET	7.60	2.43	18" RCP - NW INV 3.43 18" RCP - E INV 3.43
D-07	6+44.28 13.12' R	BLUET DRIVE	TYPE "V" INLET	7.60	2.36	18" RCP - W INV 3.36 18" RCP - SE INV 3.36
D-08	6+44.28 154.30' R	BLUET DRIVE	TYPE "E" INLET	6.50	1.88	18" RCP - E INV 2.88
D-09	1+54.71 13.13' L	BLUET DRIVE	TYPE "V" INLET	7.60	2.90	18" RCP - W INV 3.90
D-10	1+54.71 13.12' R	BLUET DRIVE	TYPE "V" INLET	7.60	2.85	18" RCP - S INV 3.85 18" RCP - E INV 3.85
D-11	3+79.71 13.12' R	BLUET DRIVE	TYPE "V" INLET	7.60	2.35	18" RCP - NE INV 3.35 18" RCP - W INV 3.35 18" RCP - N INV 3.35
D-12	3+66.62 13.13' L	BLUET DRIVE	TYPE "V" INLET	7.60	2.42	18" RCP - SW INV 3.42 18" RCP - E INV 3.42
D-13	3+79.71 154.97' R	BLUET DRIVE	TYPE "E" INLET	6.50	1.87	18" RCP - E INV 2.87
D-14	22+38.66 13.14' R	COMMONS WAY	TYPE "V" INLET	7.60	1.91	18" RCP - N INV 2.91
D-15	22+30.79 13.11' L	COMMONS WAY	TYPE "V" INLET	7.60	1.85	18" RCP - S INV 2.85 18" RCP - W INV 2.85
D-16	20+59.82 13.06' L	COMMONS WAY	TYPE "V" INLET	7.60	1.45	18" RCP - W INV 2.45 18" RCP - E INV 2.45
D-17	18+59.82 13.11' L	COMMONS WAY	TYPE "V" INLET	7.60	0.95	18" RCP - E INV 1.95 24" RCP - W INV 1.95 24" RCP - S INV 1.95
D-18	18+59.82 13.14' R	COMMONS WAY	TYPE "V" INLET	7.60	0.90	24" RCP - N INV 1.90 24" RCP - S INV 1.90
D-19	18+59.82 51.48' R	COMMONS WAY	TYPE "E" INLET	6.50	0.83	24" RCP - N INV 1.83
D-20	18+47.80 89.71' R	COMMONS WAY	TYPE "E" INLET	7.50	1.00	24" RCP - SW INV 2.00
D-21	2+25.48 352.53' R	BLUET DRIVE	TYPE "E" INLET	6.17	2.00	24" RCP - NE INV 3.00
D-22	15+86.13 13.13' R	COMMONS WAY	TYPE "V" INLET	7.60	1.52	18" RCP - NE INV 2.52
D-23	16+09.82 13.12' L	COMMONS WAY	TYPE "V" INLET	7.60	1.44	24" RCP - E INV 2.44 24" RCP - N INV 2.44 18" RCP - SW INV 2.44
D-24	16+09.85 152.79' L	COMMONS WAY	TYPE "E" INLET	6.50	0.83	24" RCP - S INV 1.83
D-25	11+06.13 13.13' R	COMMONS WAY	TYPE "V" INLET	7.60	2.25	18" RCP - N INV 3.25
D-26	11+06.13 13.12' L	COMMONS WAY	TYPE "V" INLET	7.60	2.20	18" RCP - E INV 3.20 18" RCP - S INV 3.20
D-27	13+49.82 13.12' L	COMMONS WAY	TYPE "V" INLET	7.60	1.67	18" RCP - S INV 2.67 18" RCP - N INV 2.67 18" RCP - W INV 2.67
D-28	13+46.13 13.13' R	COMMONS WAY	TYPE "V" INLET	7.60	1.72	18" RCP - N INV 2.72
D-29	13+49.82 152.80' L	COMMONS WAY	TYPE "E" INLET	6.50	1.37	18" RCP - S INV 2.37
D-30	9+88.29 149.99' R	COMMONS WAY	TYPE "E" INLET	6.22	2.05	24" RCP - NW INV 3.05
D-31	9+87.57 86.25' R	COMMONS WAY	TYPE "E" INLET	6.80	2.53	24" RCP - SE INV 2.90 24" RCP - NW INV 2.90
D-32	9+47.02 13.20' R	COMMONS WAY	TYPE "V" INLET	7.60	1.72	24" RCP - NW INV 2.72 24" RCP - SE INV 2.72
D-33	9+47.08 13.06' L	COMMONS WAY	TYPE "V" INLET	7.60	1.67	24" RCP - SE INV 2.67 24" RCP - NW INV 2.67
D-34	9+52.41 153.45' L	COMMONS WAY	TYPE "E" INLET	6.50	1.33	24" RCP - SE INV 2.33
D-35	5+94.67 13.06' R	COMMONS WAY	TYPE "V" INLET	7.60	3.02	18" RCP - NW INV 4.02
D-36	5+94.61 13.20' L	COMMONS WAY	TYPE "V" INLET	7.60	2.94	18" RCP - SE INV 3.94 18" RCP - NW INV 3.94
D-37	5+94.65 95.50' L	COMMONS WAY	TYPE "E" INLET	6.50	1.33	18" RCP - SE INV 2.33
D-38	3+32.74 13.19' R	COMMONS WAY	TYPE "V" INLET	7.60	2.20	18" RCP - NW INV 3.30 18" RCP - S INV 3.20
D-39	3+32.75 13.19' L	COMMONS WAY	TYPE "V" INLET	7.60	2.15	18" RCP - SE INV 3.20 18" RCP - NW INV 3.15
D-40	3+06.24 59.20' L	COMMONS WAY	TYPE "E" INLET	6.50	1.88	18" RCP - SE INV 2.88
D-41	3+16.10 53.67' R	COMMONS WAY	TYPE "E" INLET	6.50	2.89	18" RCP - N INV 2.89
D-42	2+06.26 54.49' R	COMMONS WAY	TYPE 6 INLET	7.75	1.60	18" RCP - W INV 2.60
D-43	1+19.09 18.22' R	COMMONS WAY	TYPE 6 INLET	8.00	1.34	18" RCP - E INV 2.34 18" RCP - NW INV 2.34
D-44	1+18.01 59.63' L	COMMONS WAY	TYPE 6 INLET	7.70	1.11	18" RCP - SE INV 2.11 18" RCP - NW INV 2.11
D-45	0+05.05 49.48' L	COMMONS WAY	TYPE 6 INLET	7.76	2.93	14"X23" ERCP - W INV 3.95 14"X23" ERCP - N INV 3.95
D-46	7+71.58 2127.80' R	5TH STREET	TYPE "E" INLET	8.00	2.59	14"X23" ERCP - E INV 3.59 24"X38" ERCP - SE INV 3.59 24"X38" ERCP - NW INV 3.59

DRAINAGE STRUCTURE SCHEDULE						
I.D.	STA. OFF.	ROAD	STRUCTURE TYPE	TOP EL	SUMP EL	CONNECTIONS
D-47	4+89.99 10.26' R	5TH STREET	TYPE "C" INLET	7.50	2.88	18" RCP - W INV 3.88 12" HDPE - N INV 4.42 12" HDPE - S INV 4.37
D-48	7+90.10 10.16' R	5TH STREET	TYPE "C" INLET	7.50	2.90	18" RCP - W INV 4.00 12" HDPE - N INV 4.37 12" HDPE - S INV 3.90
D-49	11+68.83 10.02' R	5TH STREET	TYPE "C" INLET	7.50	2.50	18" RCP - W INV 3.50 12" HDPE - N INV 3.85 12" HDPE - S INV 3.50
D-50	0+94.61 92.38' L	COMMONS WAY	TYPE "E" INLET	5.50	1.00	18" RCP - SE INV 2.00
I-01	3+90.01 7.70' L	5TH STREET	TYPE "E" INLET	6.80	2.50	14"X23" ERCP - S INV 2.84
I-02	4+90.01 7.74' L	5TH STREET	TYPE "E" INLET	6.80	0.85	14"X23" ERCP - N INV 2.62 14"X23" ERCP - S INV 2.62
I-03	5+40.01 7.75' L	5TH STREET	TYPE "E" INLET	6.80	0.57	14"X23" ERCP - N INV 2.51 14"X23" ERCP - S INV 2.51
I-04	5+66.87 7.76' L	5TH STREET	TYPE J8 48" DIA J BOT	7.23	0.50	14"X23" ERCP - NE INV 4.92 14"X23" ERCP - N INV 2.45 19"X30" ERCP - S INV 2.45
I-05	6+40.01 7.79' L	5TH STREET	TYPE "E" INLET	6.80	-2.70	19" X 30" PIPE - S INV 2.34 19"X30" ERCP - N INV 2.34
I-06	7+90.01 7.85' L	5TH STREET	TYPE "E" INLET	6.80	0.24	19"X30" ERCP - S INV 2.11 19" X 30" PIPE - N INV 2.11
I-07	8+40.01 7.86' L	5TH STREET	TYPE "E" INLET	6.80	0.09	19"X30" ERCP - S INV 2.03 19"X30" ERCP - N INV 2.03
I-08	9+68.82 7.91' L	5TH STREET	TYPE "E" INLET	6.80	2.40	19"X30" ERCP - S INV 1.84 19"X30" ERCP - N INV 1.84
I-09	10+63.97 7.94' L	5TH STREET	TYPE "E" INLET	6.80	0.76	24"X38" ERCP - S INV 1.70 19"X30" ERCP - N INV 1.70 30" HDPE - E INV 1.76
I-10	11+68.82 7.98' L	5TH STREET	TYPE "E" INLET	6.80	1.60	24"X38" ERCP - S INV 1.82 24"X38" ERCP - N INV 1.82
I-11	12+68.82 8.01' L	5TH STREET	TYPE "E" INLET	6.80	1.80	24"X38" ERCP - S INV 1.93 24"X38" ERCP - N INV 1.93
I-12	13+68.82 8.05' L	5TH STREET	TYPE "E" INLET	6.80	1.40	24"X38" ERCP - S INV 2.04 24"X38" ERCP - N INV 2.04
I-13	7+08.31 45.93' L	CHARLES STREET	TYPE "E" INLET	7.10	1.10	24"X38" ERCP - N INV 2.20 30" RCP - W INV 2.10 24" CMP - S INV 2.20
I-14	3+45.53 22.17' L	CHARLES STREET	TYPE 6 INLET	7.97	2.00	19"X30" ERCP - W INV 3.27 24" RCP - NW INV 3.20 24"X38" ERCP - E INV 3.00
I-15	2+17.07 22.80' L	CHARLES STREET	TYPE 6 INLET	7.97	2.50	19"X30" ERCP - E INV 3.50 18" RCP - N INV 3.50

YARD DRAIN STRUCTURE SCHEDULE					
I.D.	STA. OFF.	ROAD	STRUCTURE TYPE	GRATE EL	CONNECTIONS
YD-01	3+40.02 10.32 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - S INV 5.02
YD-02	3+90.02 10.30 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - S INV 4.82 12" HDPE - N INV 4.82
YD-03	4+40.02 10.28 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.62 12" HDPE - S INV 4.62
YD-04	5+40.02 10.24 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.57 12" HDPE - S INV 4.57
YD-05	5+90.02 10.22 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.77 12" HDPE - S INV 4.77
YD-06	6+40.02 10.20 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.97 12" HDPE - S INV 4.97
YD-07	6+90.02 10.19 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.77 12" HDPE - S INV 4.77
YD-08	7+40.06 10.18 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.57 12" HDPE - S INV 4.57
YD-09	8+40.02 10.14 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.10 12" HDPE - S INV 4.10
YD-10	8+90.02 10.12 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.30 12" HDPE - S INV 4.30
YD-11	9+40.02 10.09 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.50 12" HDPE - S INV 4.50
YD-12	9+68.83 10.08 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.65 12" HDPE - S INV 4.65
YD-13	10+18.83 10.07 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.45 12" HDPE - S INV 4.45
YD-14	10+68.83 10.06 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - S INV 4.25 12" HDPE - N INV 4.25
YD-15	11+18.83 10.03 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.05 12" HDPE - S INV 4.05
YD-16	12+18.83 10.00 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 3.70 12" HDPE - S INV 3.70
YD-17	12+68.83 9.99 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 3.90 12" HDPE - S INV 3.90
YD-18	13+18.83 9.96 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.10 12" HDPE - S INV 3.95
YD-19	13+68.83 9.95 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.10 12" HDPE - S INV 4.10
YD-20	14+18.83 9.93 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.30 12" HDPE - S INV 4.30
YD-21	14+39.44 9.93 R	5TH STREET	24" YARD DRAIN	7.50	12" HDPE - N INV 4.40
YD-22	5+94.65 52.52 L	COMMONS WAY	24" YARD DRAIN	6.00	18" RCP - SE INV 3.20 18" RCP - NW INV 3.20

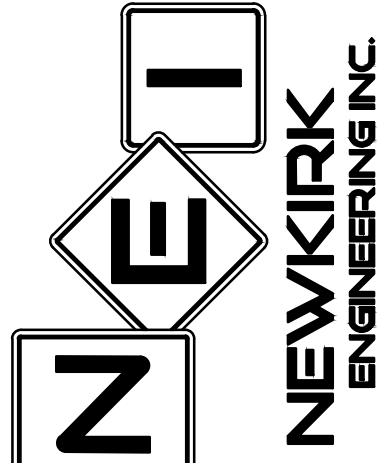
CLEANOUT STRUCTURE SCHEDULE				
I.D.	STA. OFF.	ROAD	STRUCTURE TYPE	CONNECTIONS
CO-01	18+18.26 96.49' R	COMMONS WAY	6" CLEANOUT	12" PVC - N INV 6.10 12" PVC - SW INV 6.10
CO-02	18+24.93 76.86' R	COMMONS WAY	6" CLEANOUT	12" PVC - N INV 6.03 12" PVC - S INV 6.02
CO-03	18+27.59 32.78' R	COMMONS WAY	6" CLEANOUT	12" PVC - NE INV 5.88 12" PVC - S INV 5.88
CO-04	18+43.54 16.77' R	COMMONS WAY	6" CLEANOUT	12" PVC - E INV 5.80 12" PVC - SW INV 5.80
CO-05	20+71.97 16.76' R	COMMONS WAY	6" CLEANOUT	12" PVC - W INV 5.00 12" PVC - E INV 5.00
CO-06	22+87.07 16.77' R	COMMONS WAY	6" CLEANOUT	12" PVC - W INV 4.25 12" PVC - NE INV 4.25
CO-07	23+01.89 2.79' R	COMMONS WAY	6" CLEANOUT	12" PVC - N INV 4.18 12" PVC - SW INV 4.18
CO-08	23+00.05 152.36' L	COMMONS WAY	6" CLEANOUT	12" PVC - S INV 3.64 12" PVC - NW INV 3.64

OUTFALL STRUCTURE SCHEDULE				
I.D.	STA. OFF.	ROAD	STRUCTURE TYPE	PIPES
HW-01	14+28.83 77.41' L	BLUET DRIVE	STRAIGHT ENDWALL	24"X38" ERCP W INV 2.20
HW-02	15+16.51 25.88' R	5TH STREET	STRAIGHT ENDWALL	30" RCP E INV 2.00
MES-01	2+17.13 46.20' L	CHARLES STREET	18" MES W/ 4:1 SLOPE	18" RCP S INV 6.50
MES-02	1+87.32 41.31' L	CHARLES STREET	15" MES W/ 4:1 SLOPE	15" CIP W INV 5.75
UE-01	7+88.55 128.47' L	COMMONS WAY	24"X38" U ENDWALL (4:1) WITH BAFFLE	24" X 38" PIPE S INV 5.10
UE-02	6+55.60 159.70' L	COMMONS WAY	24"X38" U ENDWALL (4:1) WITH BAFFLE	24" X 38" PIPE N INV 5.00
UE-03	22+63.76 170.54' L	COMMONS WAY	18" U ENDWALL (4:1) WITH BAFFLE	18" RCP SW INV 4.50
UE-04	22+84.33 170.37' L	COMMONS WAY	15" U ENDWALL (4:1) WITH BAFFLE	12" PVC SE INV 3.50

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

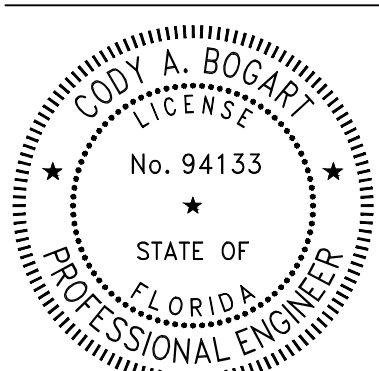
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STORMWATER POND 1 PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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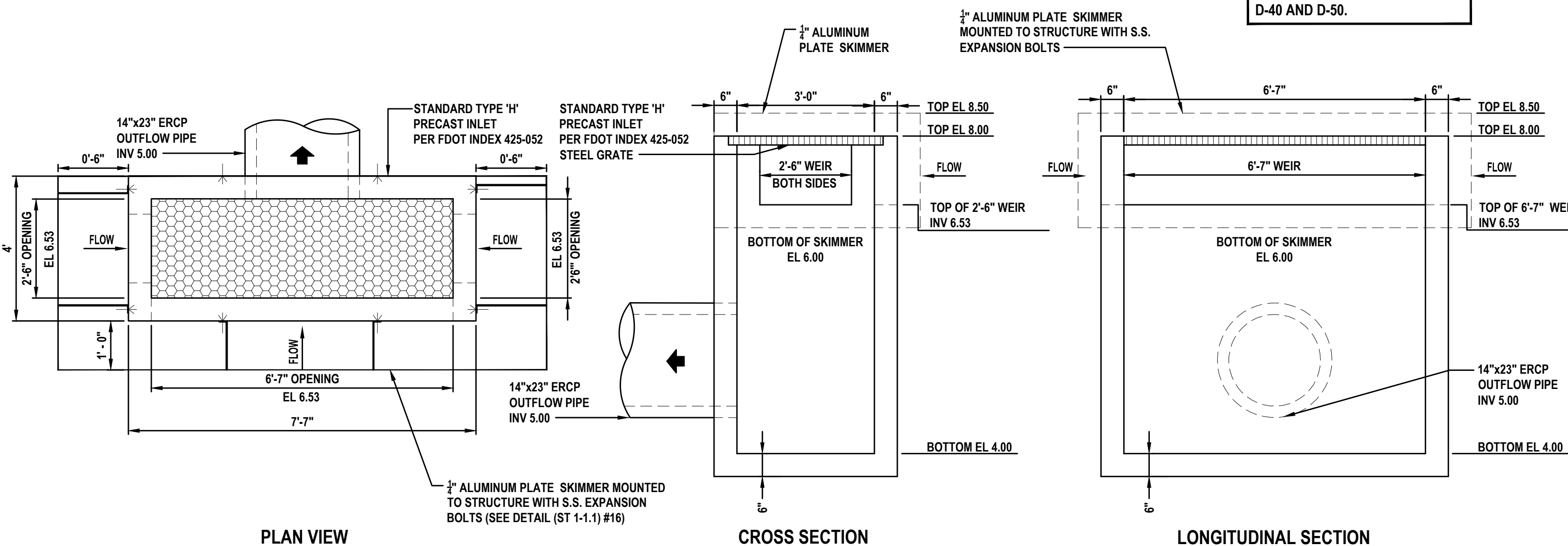
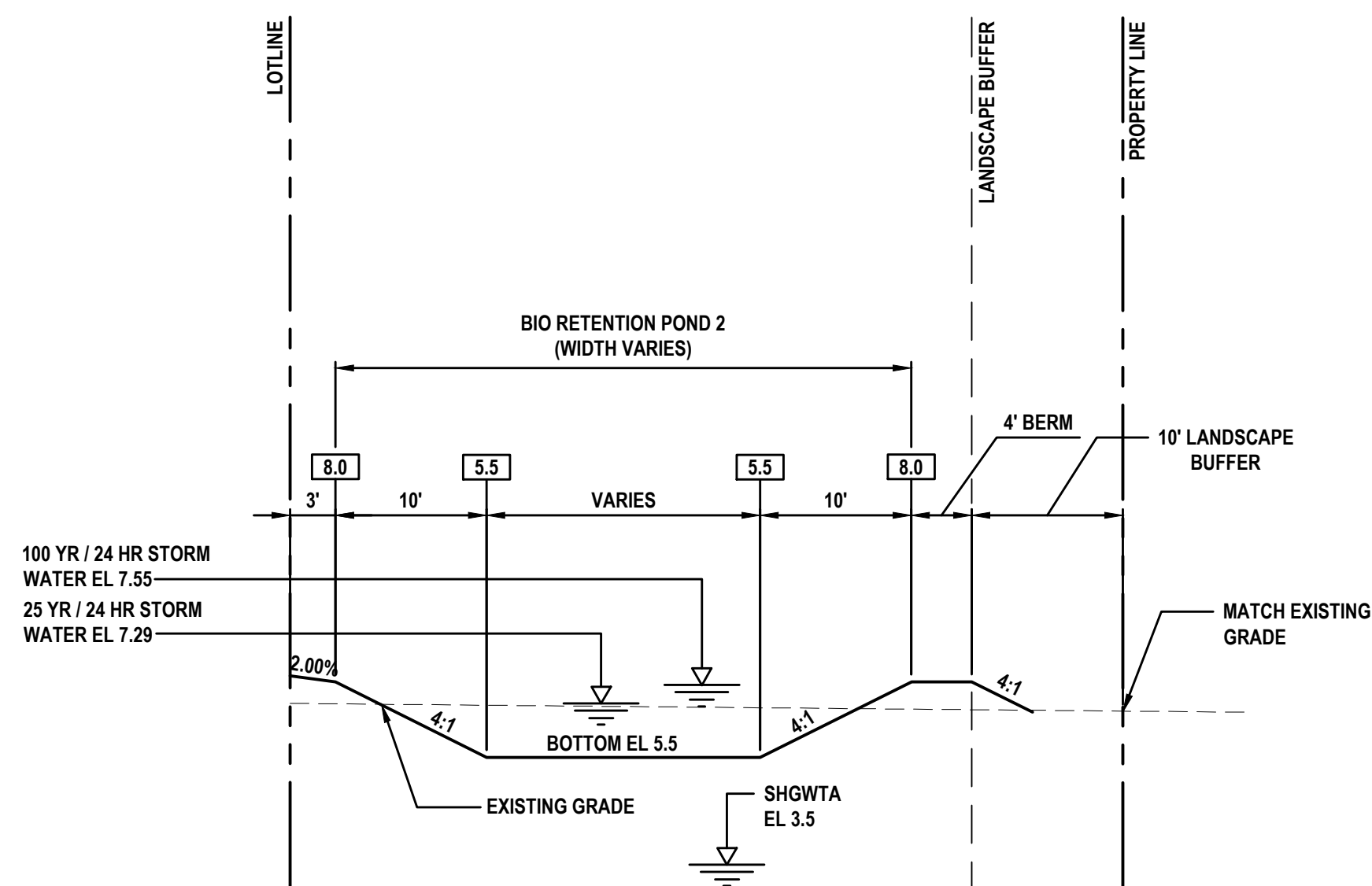
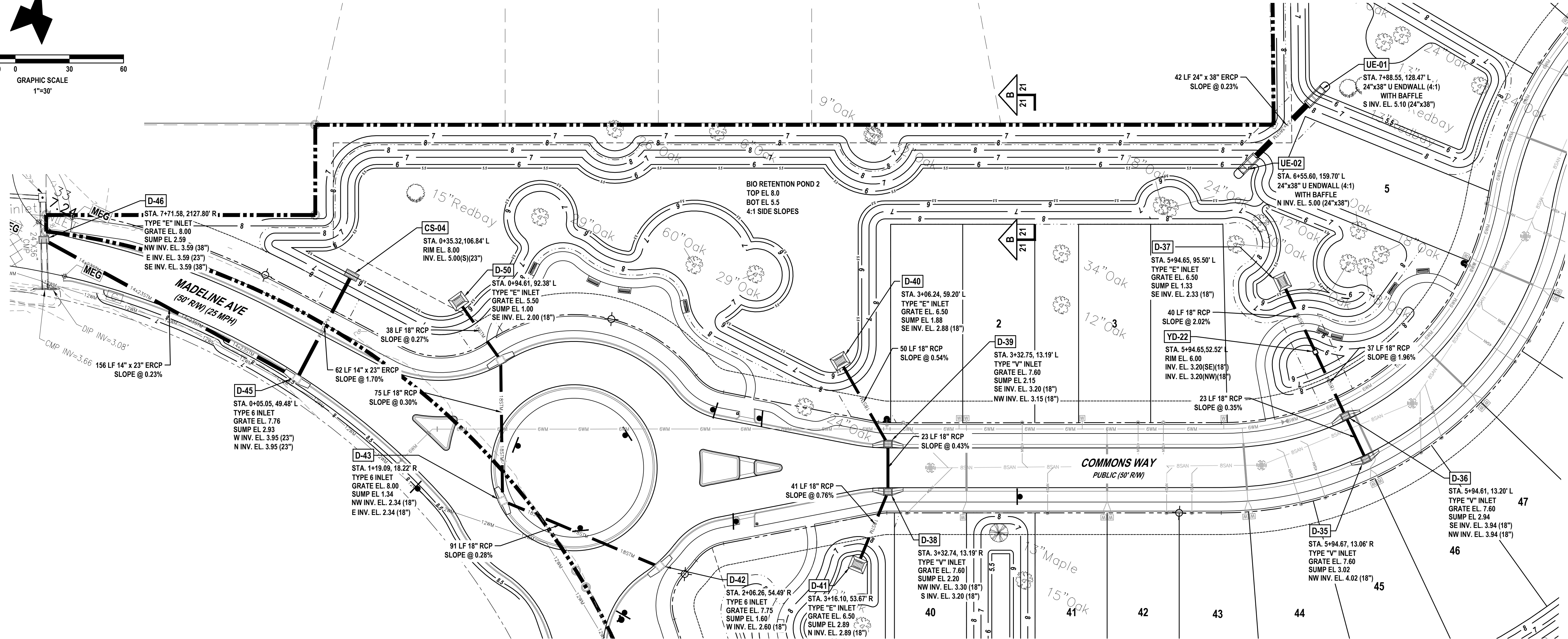
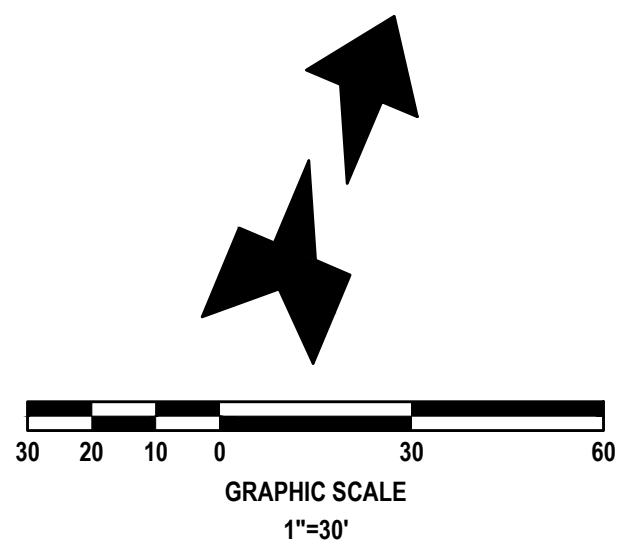
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SECTION B

NOT TO SCALE

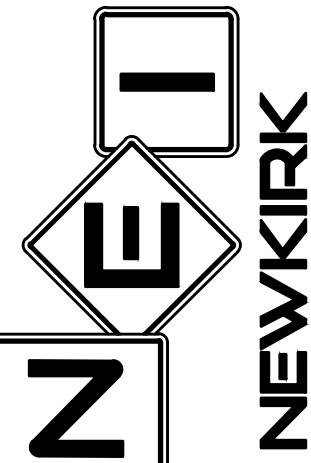
CONTROL STRUCTURE CS-04 DETAIL

NOT TO SCALE

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10/3/22	CITY COMMENTS
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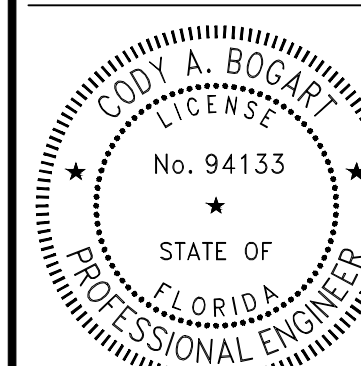
STORMWATER POND 2 PLAN

MADELINE COMMONS

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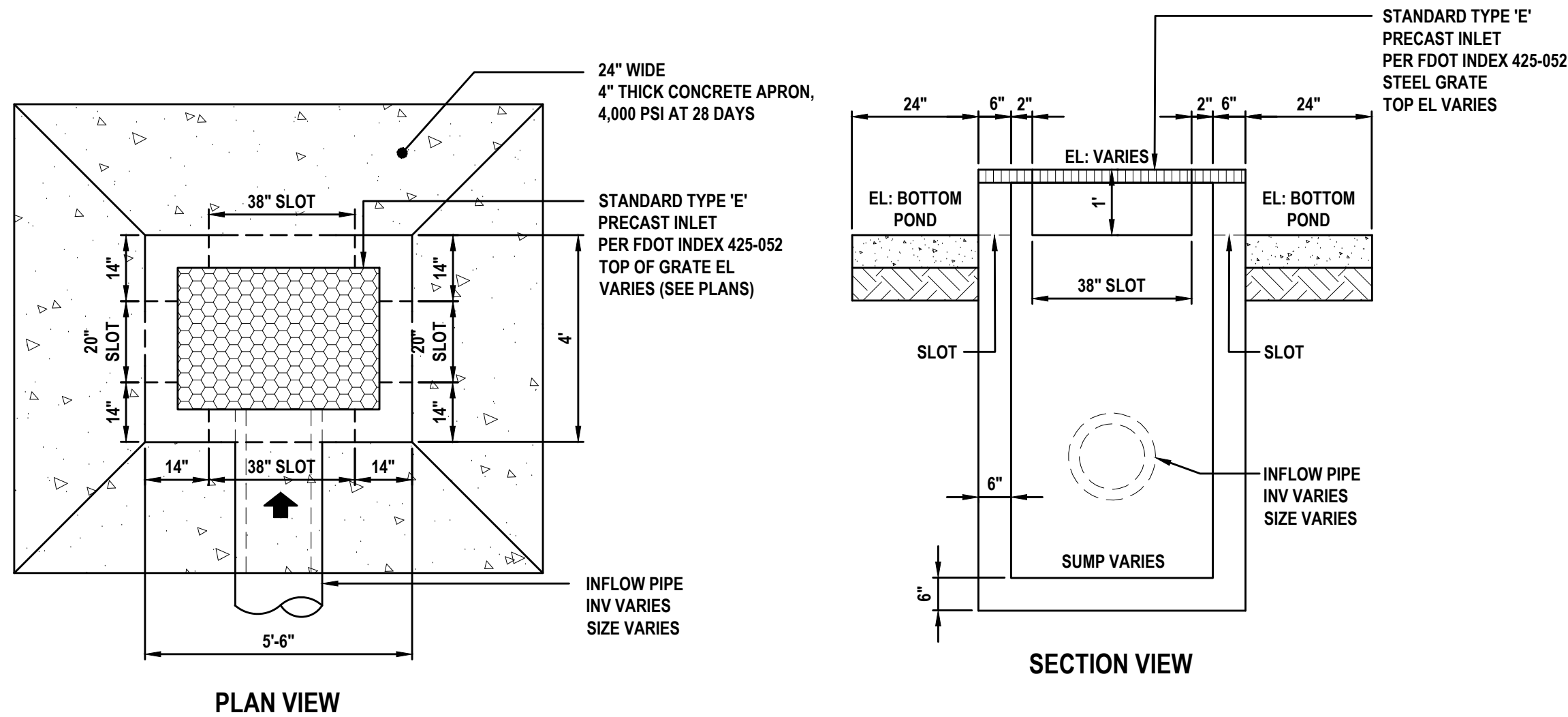
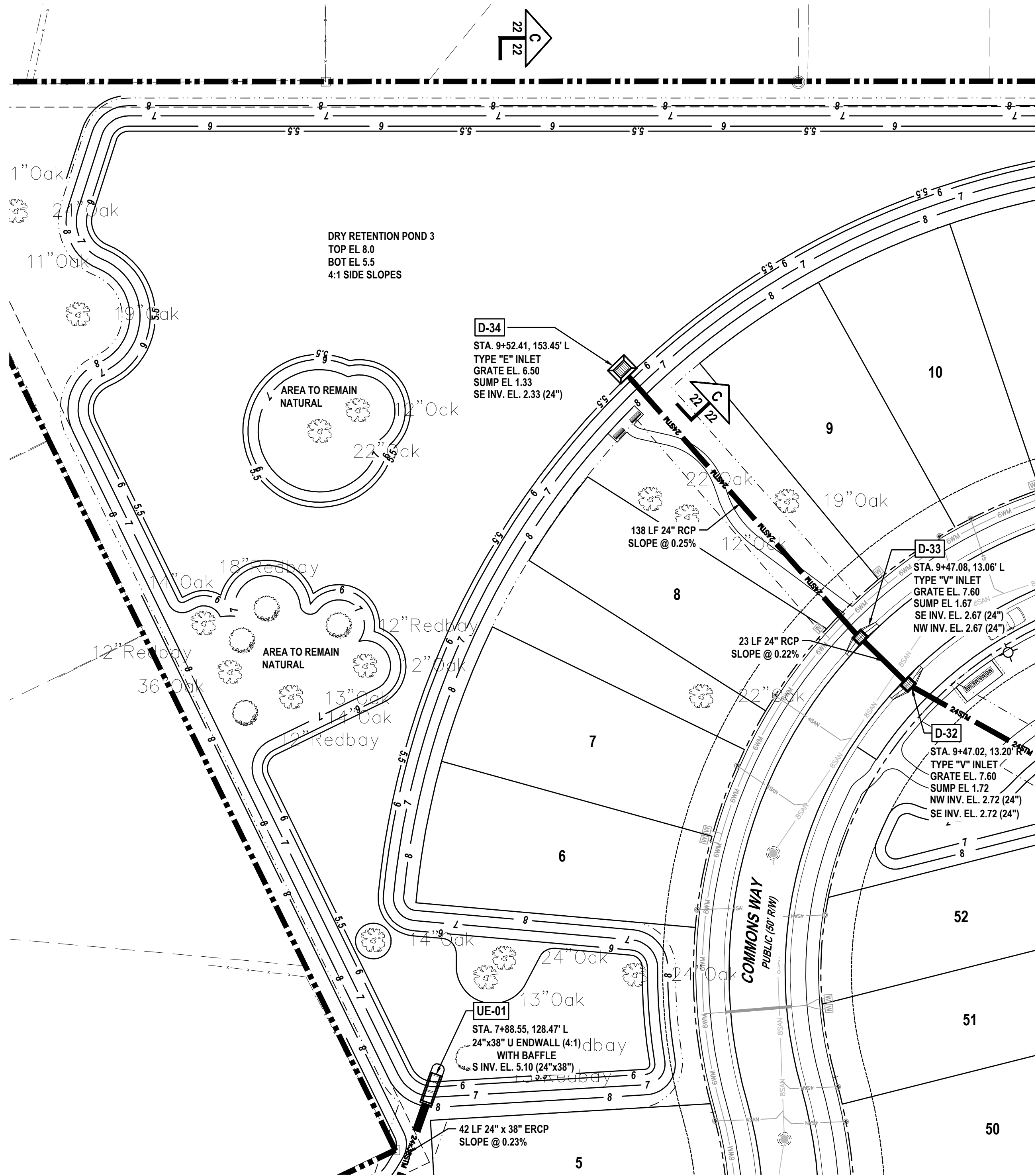
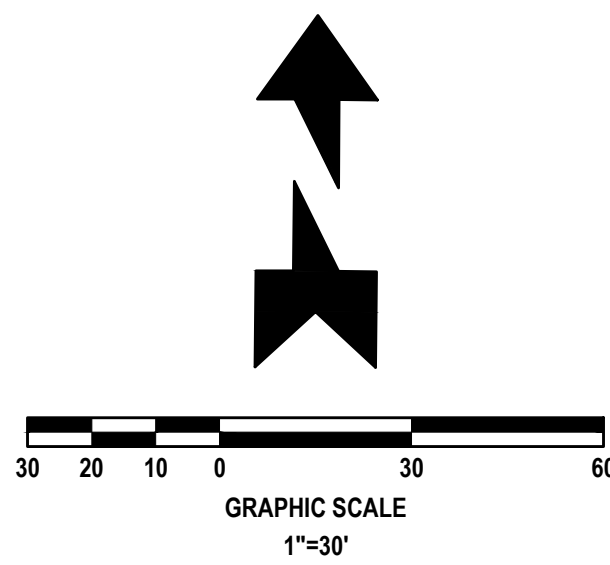


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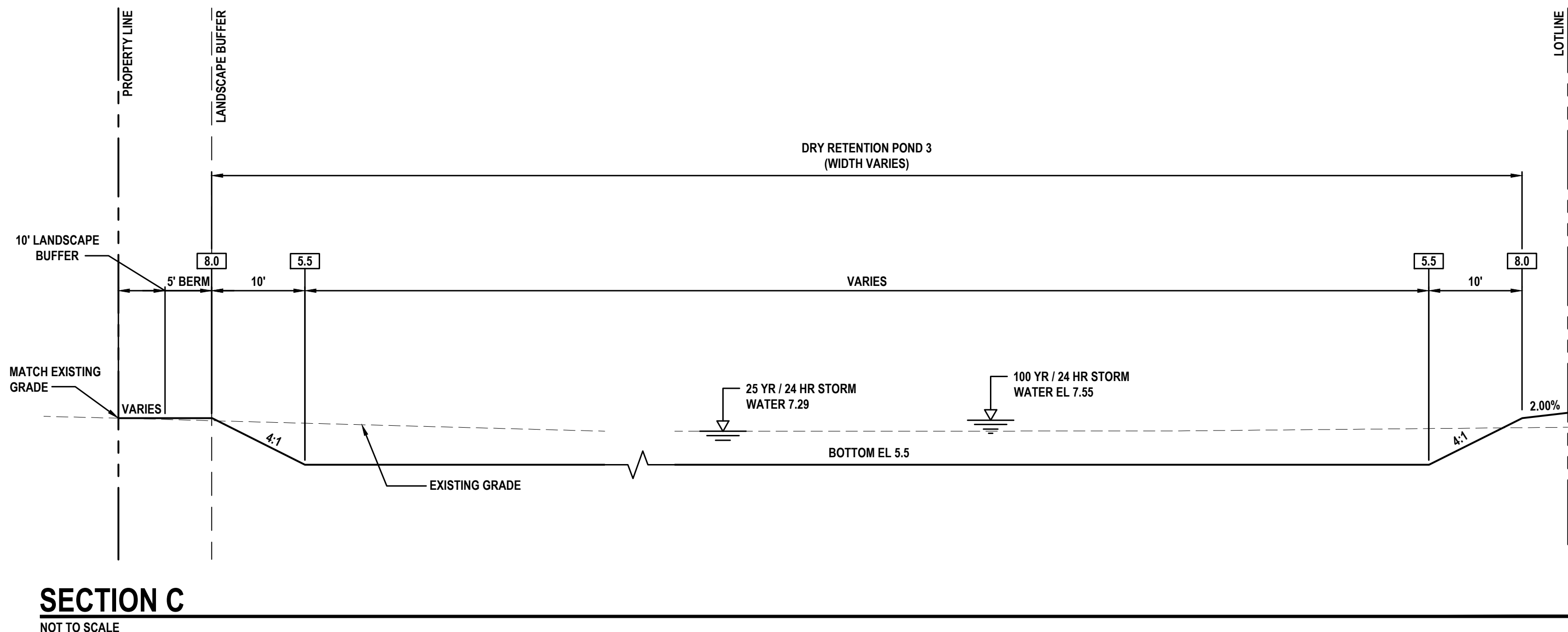
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TYPICAL BUBBLE - UP STRUCTURE DETAIL (SEE INLET LABELS FOR INVERTS) (TYPICAL IN ALL DRY RETENTION PONDS)
NOT TO SCALE

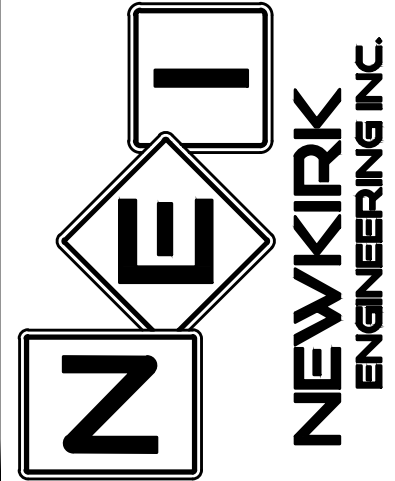


SECTION C
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REVISIONS

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11/8/22	CITY COMMENTS

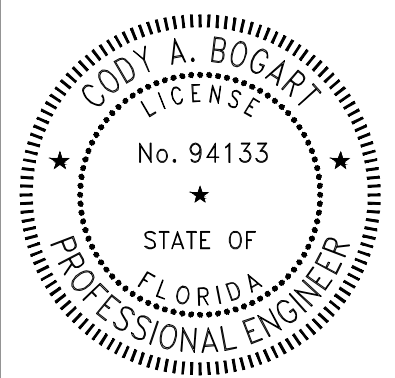
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STORMWATER POND 3A PLAN
MADELINE COMMONS
975 McDONALD ROAD
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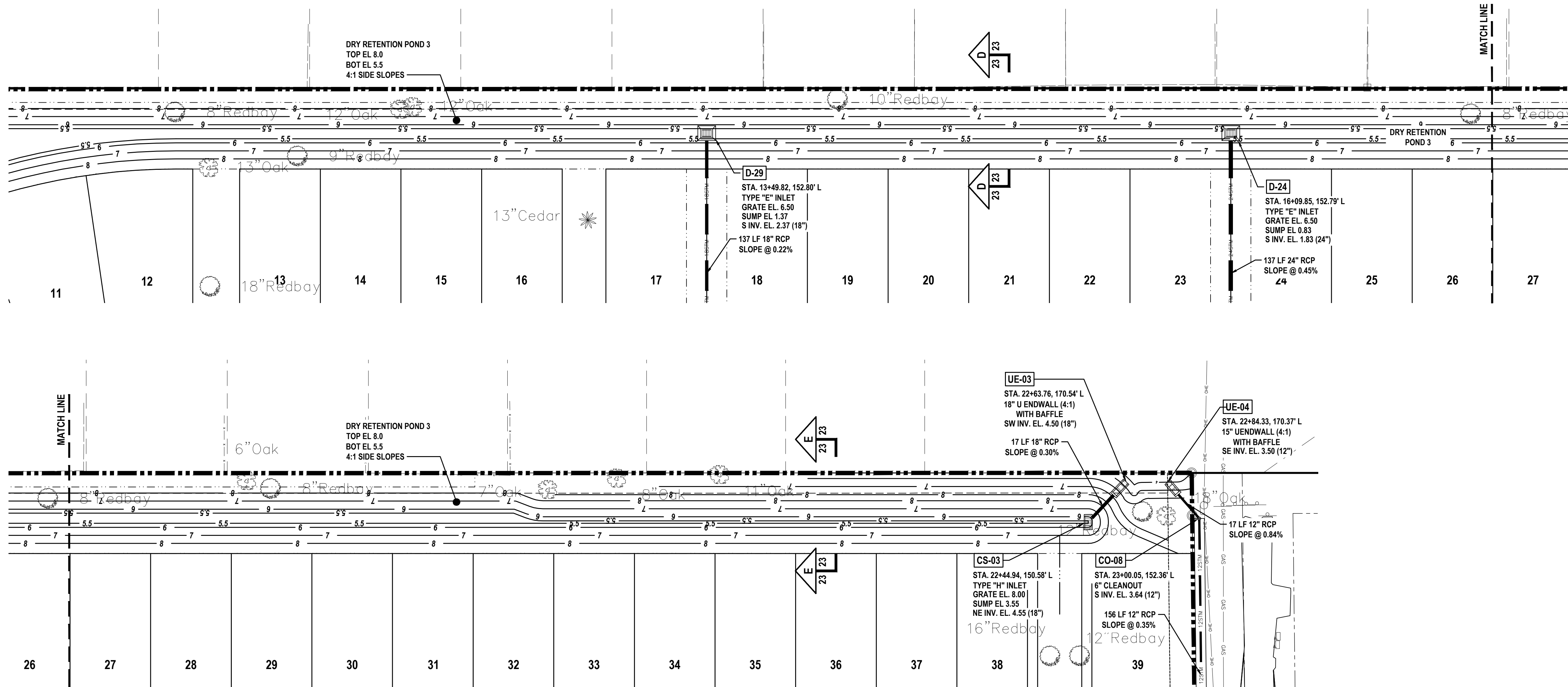
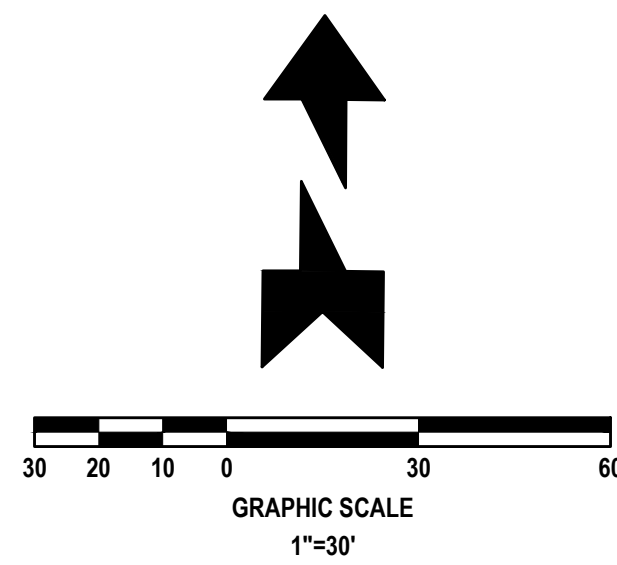


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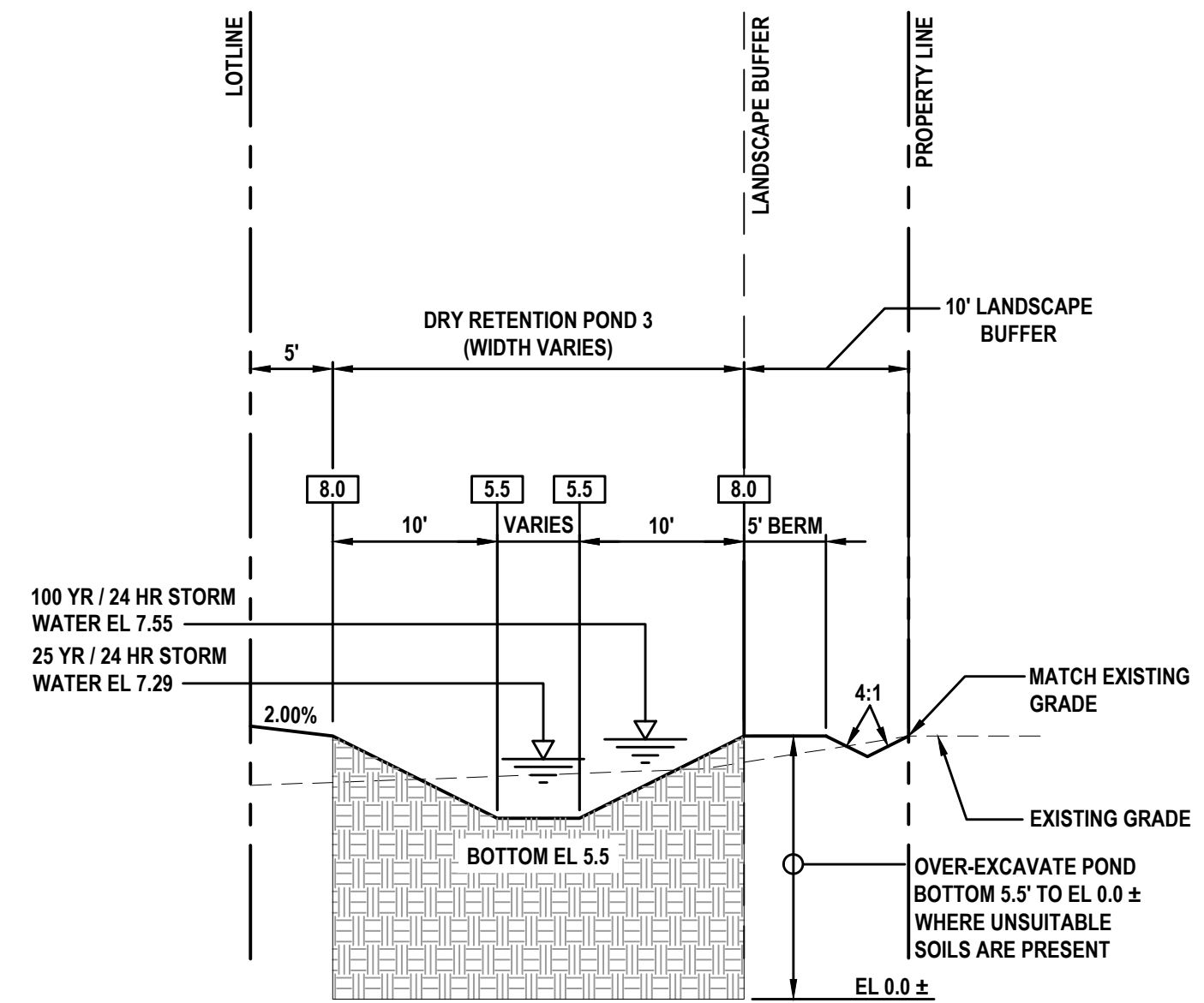
22



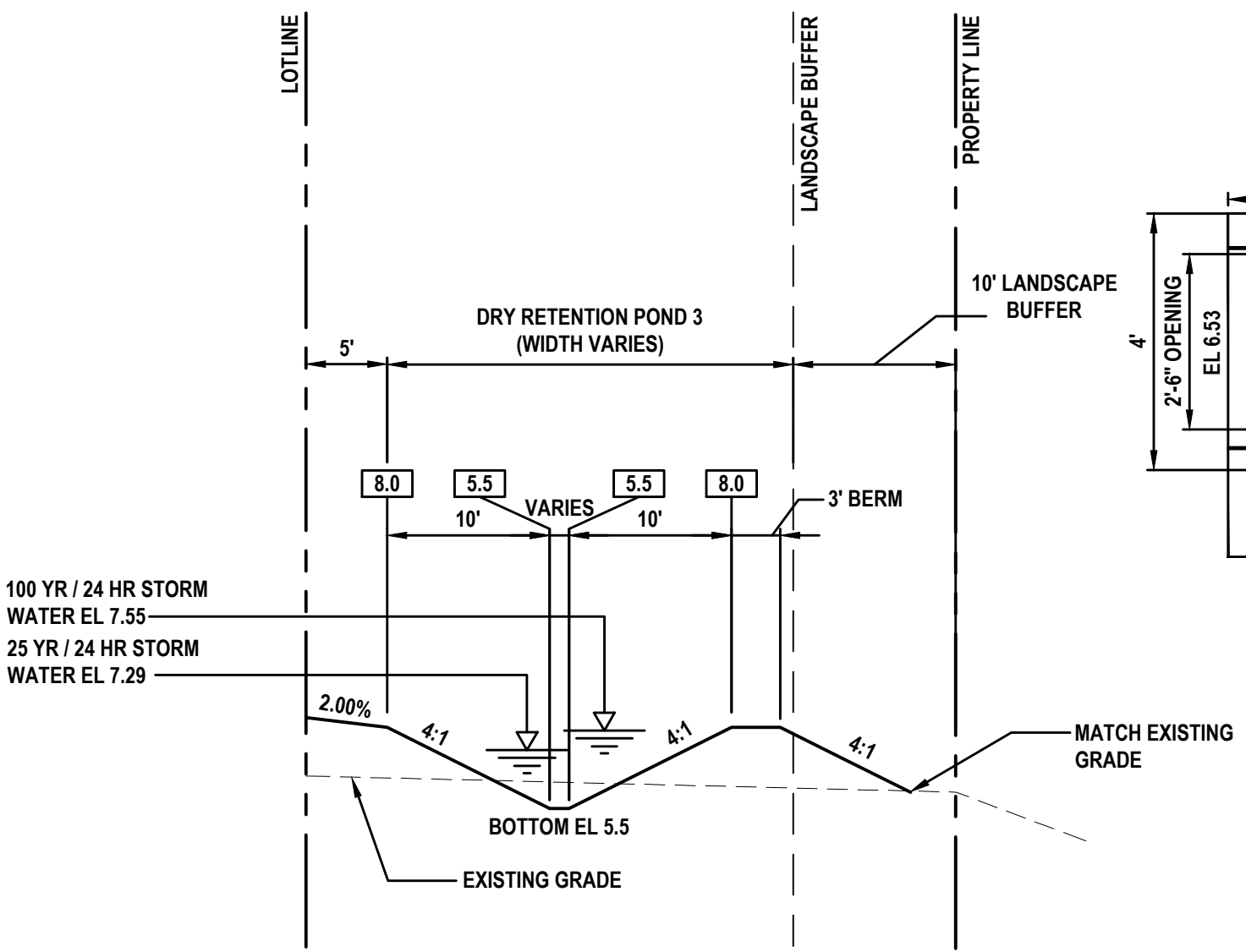
DRY RETENTION POND FILL NOTES:

- PERCENT FINE SAND PASSING THROUGH #200 SIEVE SHALL BE 8-10%.
- VERTICAL PERMEABILITY RATE OF FILL MATERIAL SHALL BE 5.0 FT/DAY.
- HORIZONTAL PERMEABILITY RATE OF THE FILL MATERIAL SHALL BE 10.0 FT/DAY.
- FILL MATERIAL MUST BE NATIVE SAND, NOT PROCESSED OR WASHED.
- EXCAVATION AND FILL MATERIALS SHALL INCLUDE THE ENTIRE FOOTPRINT OF THE DRY RETENTION POND.
- ADEQUACY OF FILL MATERIAL MUST BE APPROVED BY PROFESSIONAL ENGINEER OR GEOTECHNICAL ENGINEER AT TIME OF PLACEMENT.

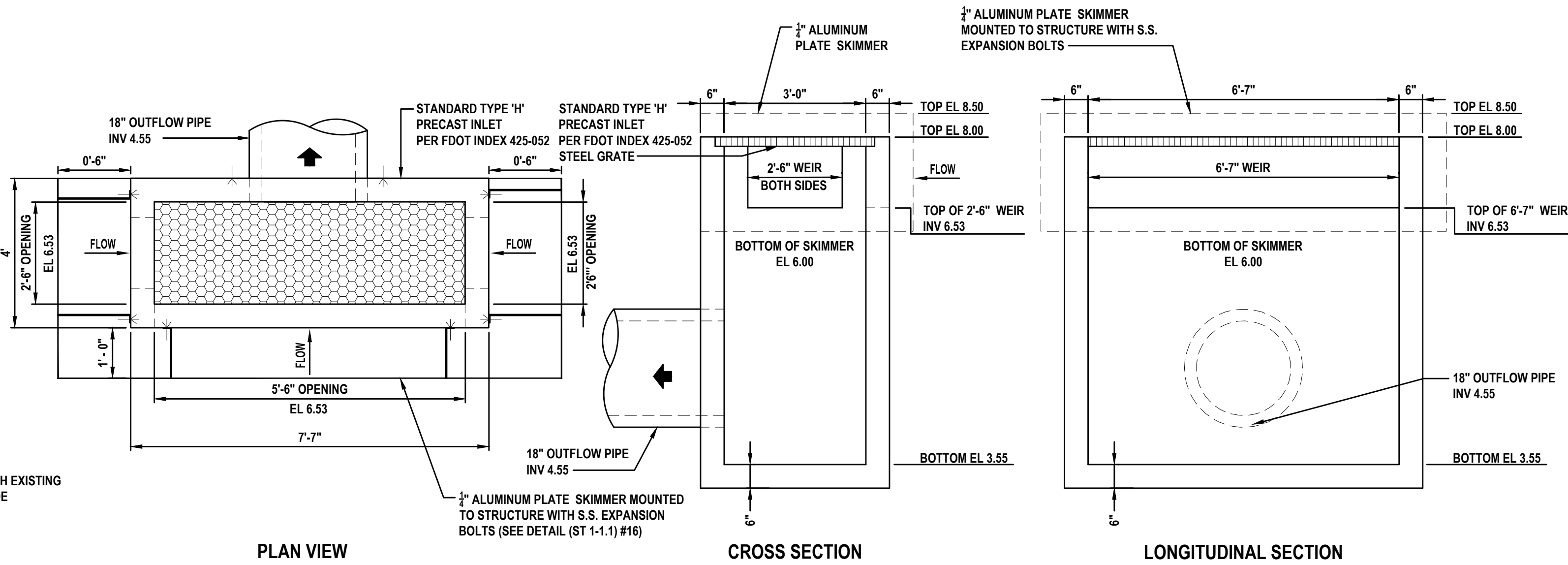
NOTE:
SEE SHEET No. 22 FOR TYPICAL
DETAILS FOR STRUCTURES D-24
AND D-29.



SECTION D
NOT TO SCALE



SECTION E
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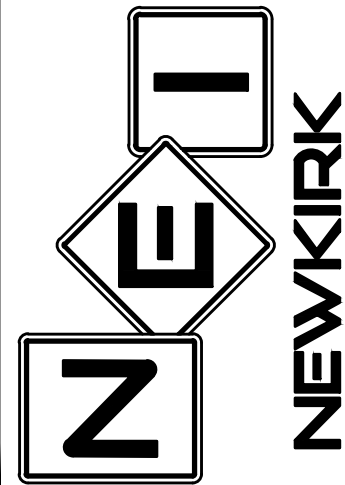


CONTROL STRUCTURE CS-03 DETAIL
NOT TO SCALE

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10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

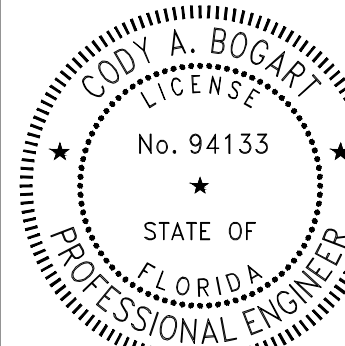
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STORMWATER POND 3B PLAN
MADELINE COMMONS
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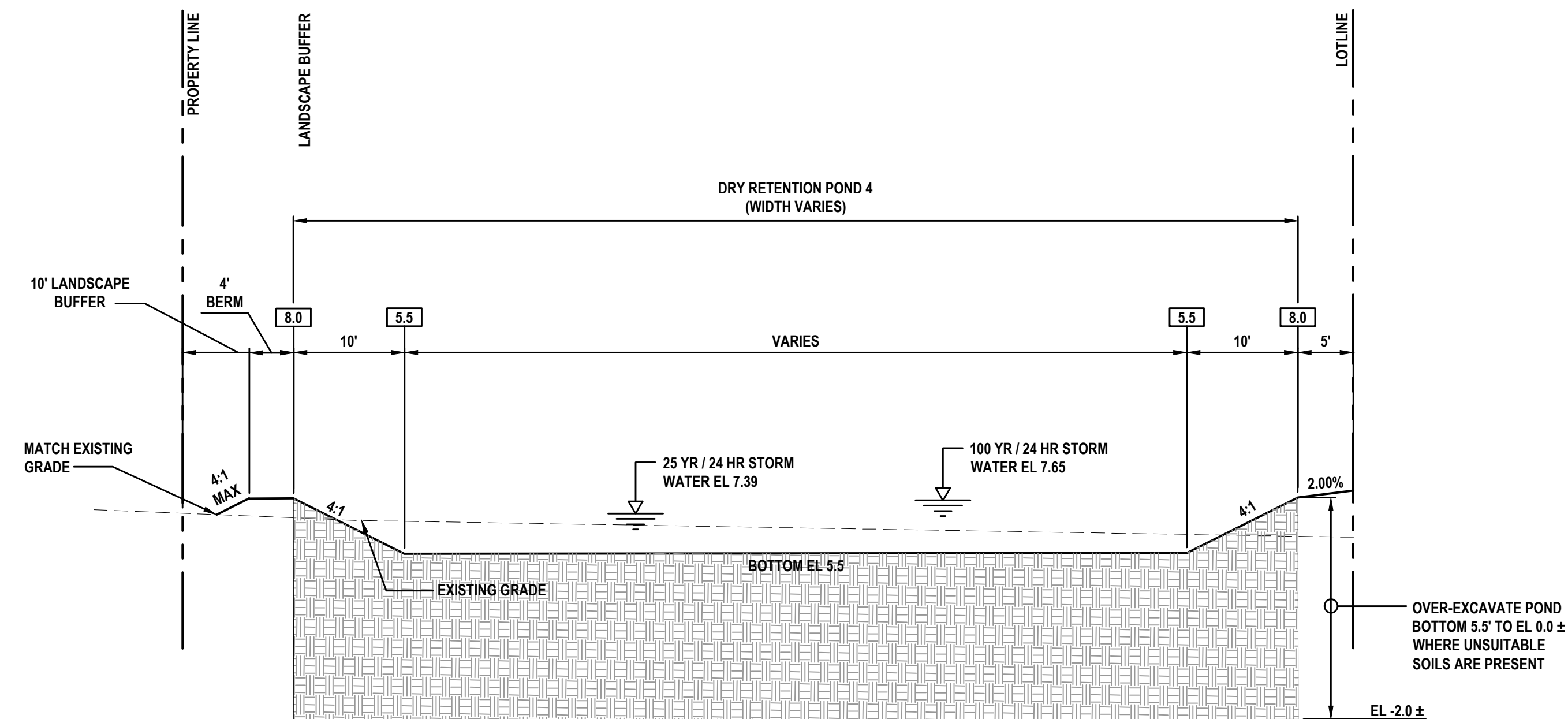
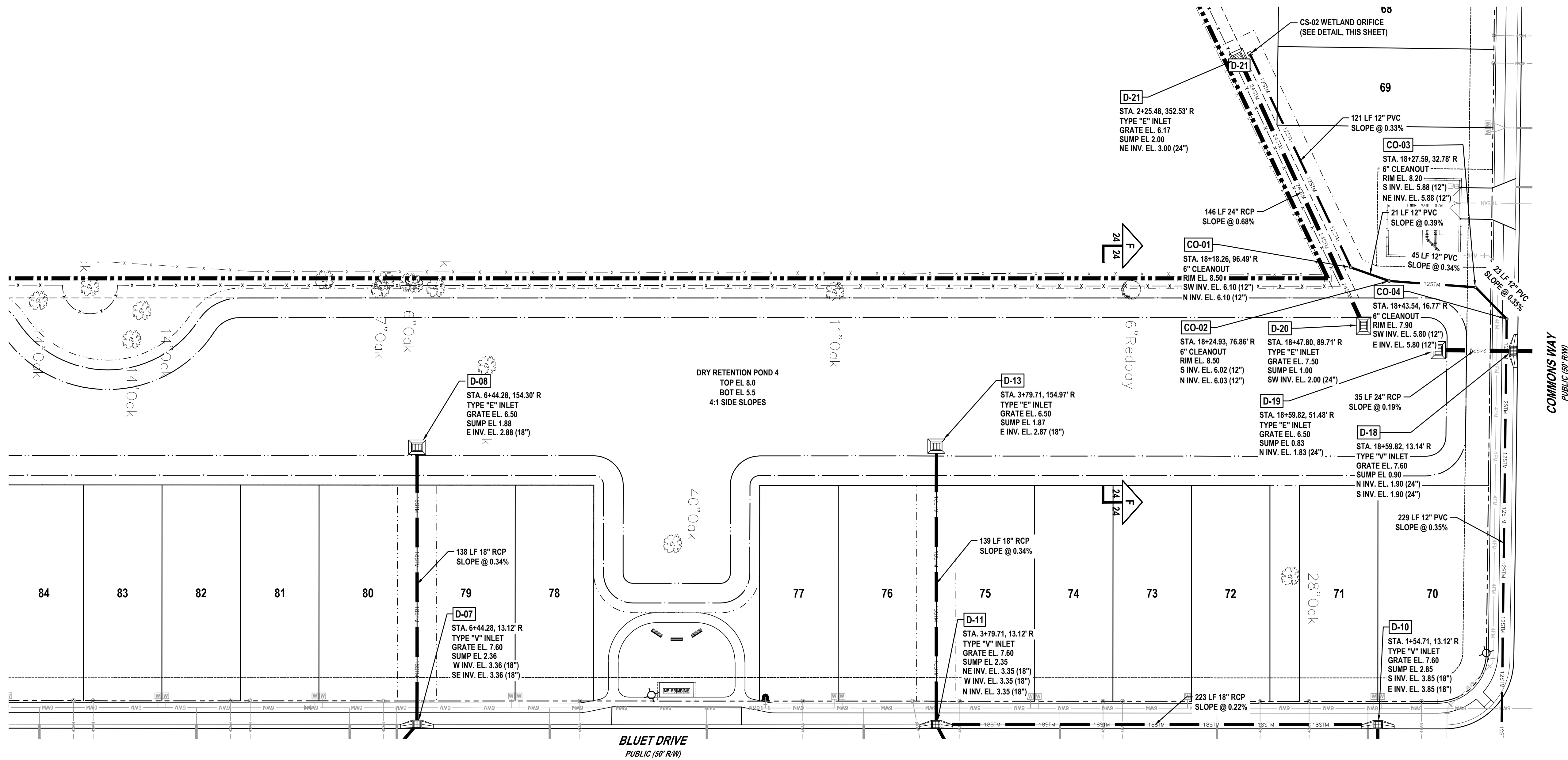
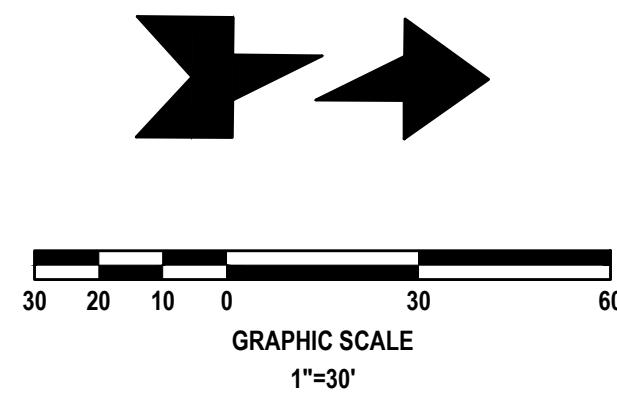
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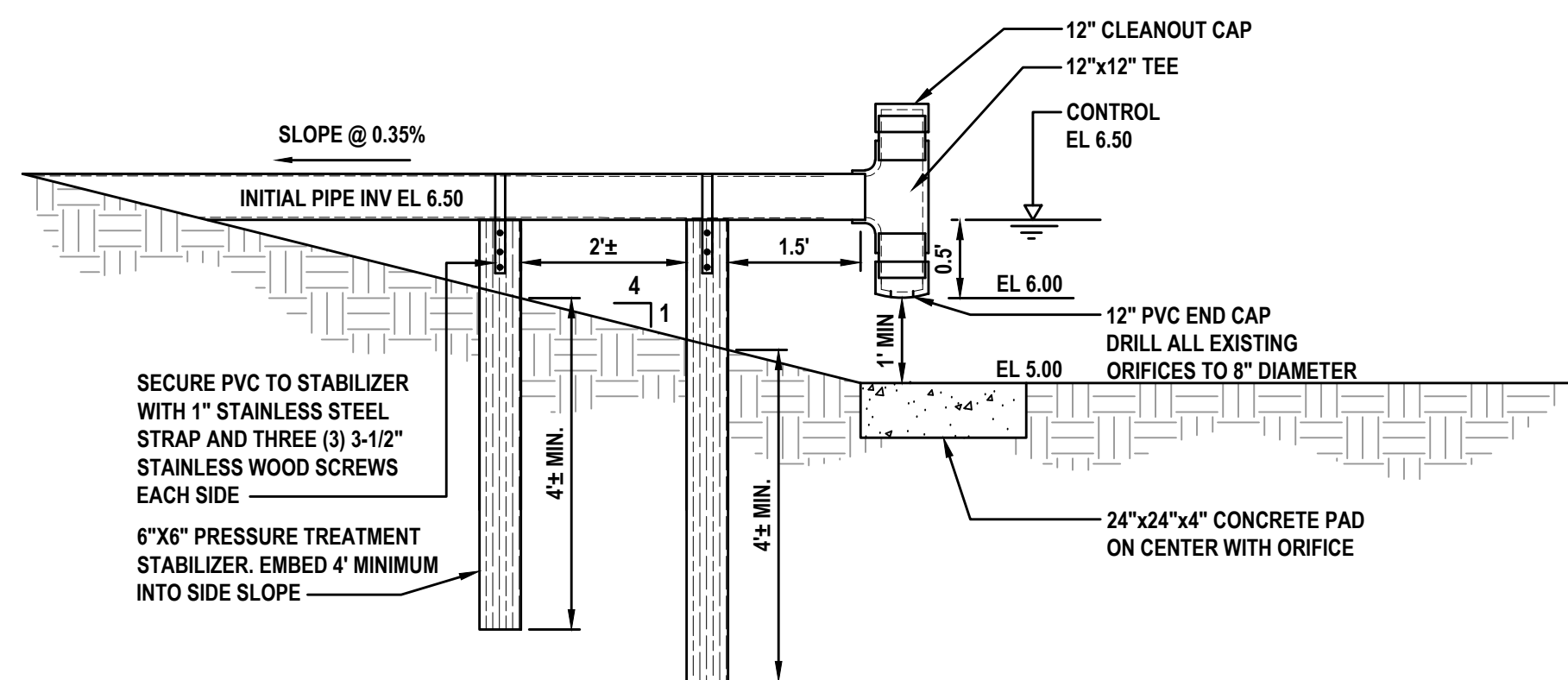


SECTION F
NOT TO SCALE

DRY RETENTION POND FILL NOTES:

1. PERCENT FINE SAND PASSING THROUGH #200 SIEVE SHALL BE 8-10%.
2. VERTICAL PERMEABILITY RATE OF FILL MATERIAL SHALL BE 5.0 FT/DAY.
3. HORIZONTAL PERMEABILITY RATE OF THE FILL MATERIAL SHALL BE 10.0 FT/DAY.
4. FILL MATERIAL MUST BE NATIVE SAND, NOT PROCESSED OR WASHED.
5. EXCAVATION AND FILL MATERIALS SHALL INCLUDE THE ENTIRE FOOTPRINT OF THE DRY RETENTION POND.
6. ADEQUACY OF FILL MATERIAL MUST BE APPROVED BY PROFESSIONAL ENGINEER OR GEOTECHNICAL ENGINEER AT TIME OF PLACEMENT.

NOTE:
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DETAILS FOR STRUCTURES D-08
AND D-13.

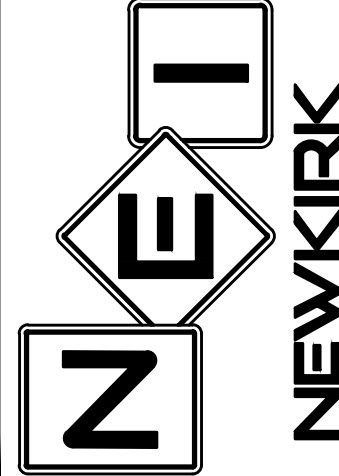


CS-02 WETLAND ORIFICE DETAIL
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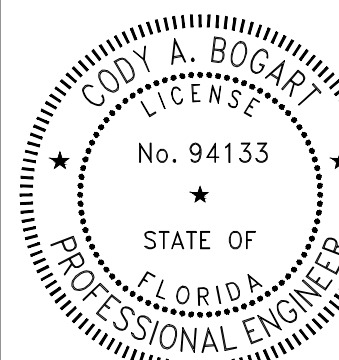
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STORMWATER POND 4A PLAN
MADELINE COMMONS
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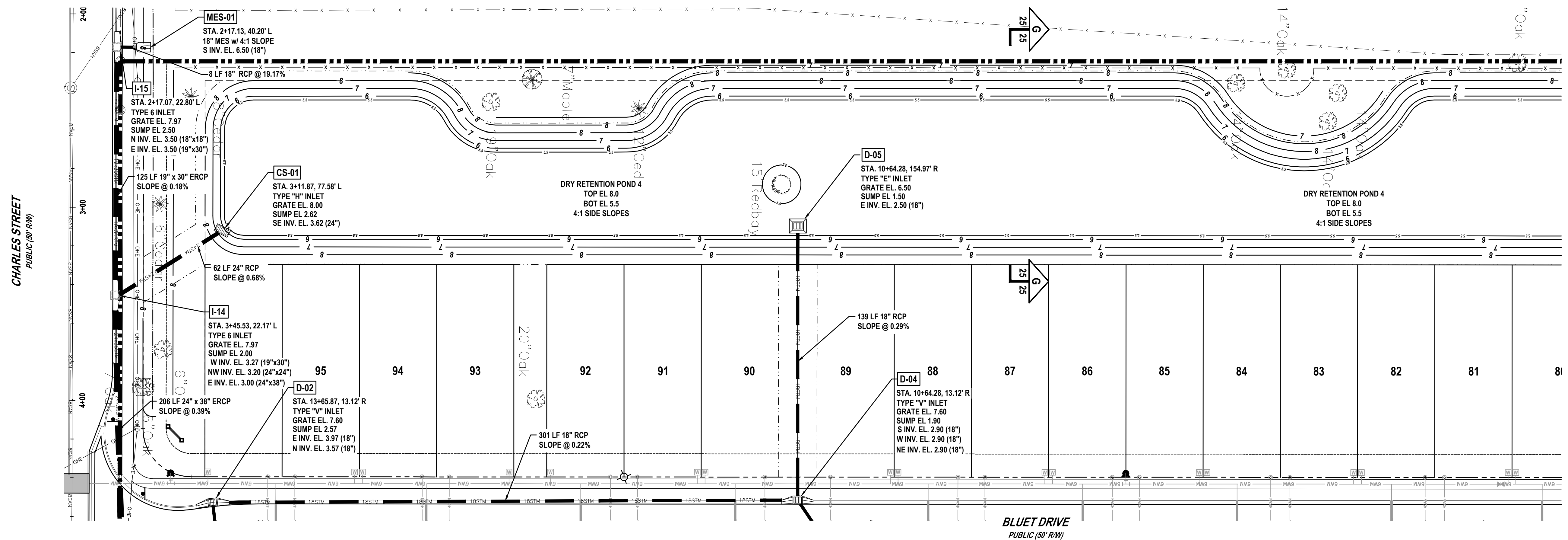


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24

25

UTILITY LEGEND

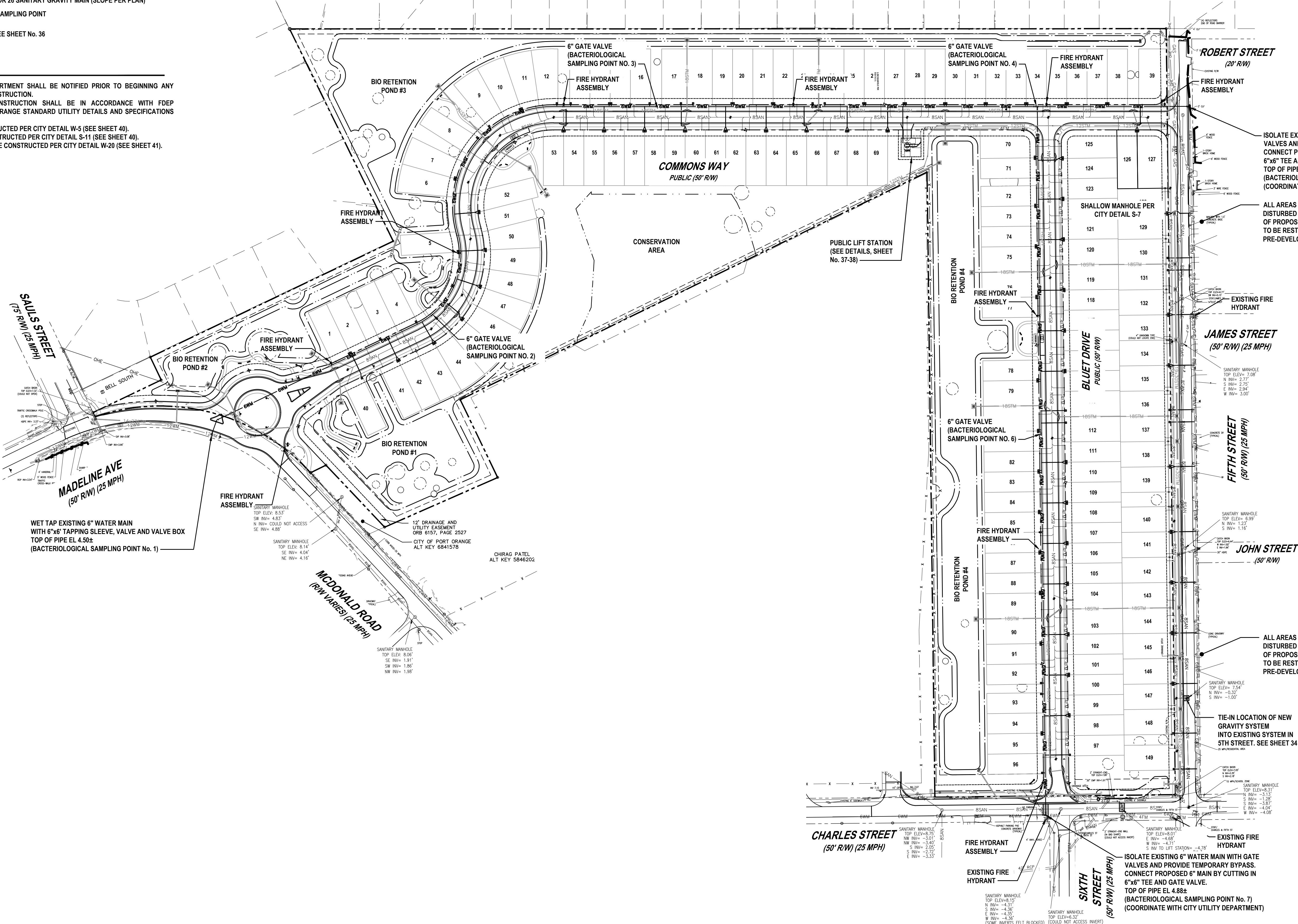
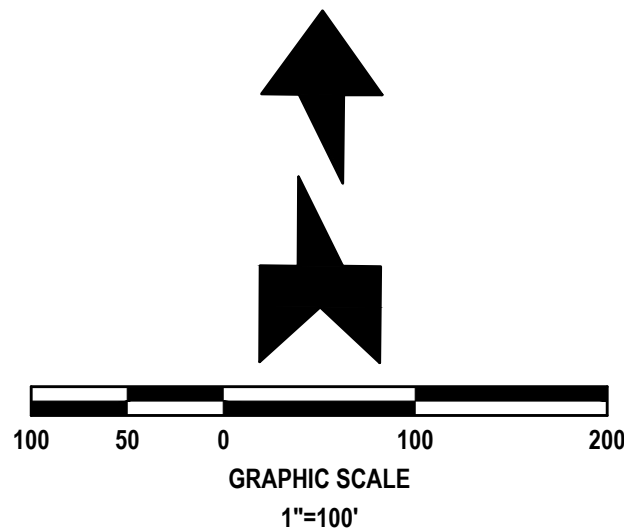
PROPOSED 11.25° BEND
PROPOSED 22.5° BEND
PROPOSED 45° BEND
PROPOSED 90° BEND
PROPOSED TEE
PROPOSED GATE VALVE
PROPOSED CAP AND 2" BLOW OFF ASSEMBLY
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED SHORT SIDE 1" BLUE PE 3408 (SDR 9) WATER SERVICE
PROPOSED LONG SIDE 1" BLUE PE 3408 (SDR 9) WATER SERVICE
PROPOSED 4" PVC SDR-26 SANITARY SEWER LATERAL (SLOPE @ 2.0% MIN.)
PROPOSED SANITARY SEWER MANHOLE
PROPOSED 6" PVC DR-18 WATER MAIN (36" MIN. COVER)
PROPOSED 4" PVC DR-25 SANITARY FORCE MAIN (36" MIN. COVER)
PROPOSED 8" PVC SDR 26 SANITARY GRAVITY MAIN (SLOPE PER PLAN)
BACTERIOLOGICAL SAMPLING POINT
CONFLICT DETAIL, SEE SHEET No. 36

UTLITY NOTES:

- CITY OF PORT ORANGE UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER, SEWER AND REUSE SYSTEM CONSTRUCTION.
- ALL WATER, SEWER AND REUSE CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDP REGULATIONS AND THE CITY OF PORT ORANGE STANDARD UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
- ALL WATER SERVICES SHALL BE CONSTRUCTED PER CITY DETAIL W-5 (SEE SHEET 40).
- ALL SANITARY SERVICES SHALL BE CONSTRUCTED PER CITY DETAIL S-11 (SEE SHEET 40).
- ALL FIRE HYDRANT ASSEMBLIES SHALL BE CONSTRUCTED PER CITY DETAIL W-20 (SEE SHEET 41).

GRAVITY SEWER STRUCTURE TABLE			GRAVITY SEWER STRUCTURE TABLE			GRAVITY SEWER STRUCTURE TABLE			GRAVITY SEWER STRUCTURE TABLE		
NAME:	DETAILS:	INVERTS	NAME:	DETAILS:	INVERTS	NAME:	DETAILS:	INVERTS	NAME:	DETAILS:	INVERTS
EXSAN-4	48" DIA RIM = 7.54	8" S INV EL = -1.00 8" W INV EL = -0.90	SAN-04	48" DIA RIM = 7.97	8" SW INV EL = -0.45 8" E INV EL = -0.55	SAN-10	48" DIA RIM = 8.84	8" E INV EL = -2.75 8" W INV EL = -2.85 8" S INV EL = -2.75	SAN-16	60" DIA RIM = 7.53	8" S INV EL = 3.52
EXSAN-5	48" DIA RIM = 8.31	8" N INV EL = -3.13	SAN-05	48" DIA RIM = 8.30	8" S INV EL = 0.08 8" NE INV EL = -0.02	SAN-11	48" DIA RIM = 8.18	8" W INV EL = -1.98	SAN-17	48" DIA RIM = 7.61	8" N INV EL = 2.28 8" S INV EL = 2.18
LS-01	96" DIA RIM = 9.00	10" N INV EL = -4.30	SAN-06	48" DIA RIM = 8.63	8" S INV EL = 0.51	SAN-12	48" DIA RIM = 7.95	8" S INV EL = -1.40 8" N INV EL = -1.50	SAN-18	48" DIA RIM = 7.59	8" N INV EL = 0.78 8" S INV EL = 0.68
SAN-01	48" DIA RIM = 8.20	8" W INV EL = -3.95 8" E INV EL = -3.95 10" S INV EL = -4.05	SAN-07	48" DIA RIM = 8.00	8" SW INV EL = 1.14 8" N INV EL = 1.04	SAN-13	48" DIA RIM = 8.15	8" S INV EL = -0.05 8" N INV EL = -0.15	SAN-19	48" DIA RIM = 7.59	8" N INV EL = -0.72 8" E INV EL = -0.82 8" S INV EL = -0.72
SAN-02	48" DIA RIM = 8.29	8" W INV EL = -2.47 8" E INV EL = -2.57	SAN-08	48" DIA RIM = 8.10	8" SW INV EL = 1.59 8" NE INV EL = 1.49	SAN-14	48" DIA RIM = 8.01	8" S INV EL = 1.30 8" N INV EL = 1.20	SAN-20	48" DIA RIM = 7.64	8" N INV EL = -0.31
SAN-03	48" DIA RIM = 7.92	8" W INV EL = -0.99 8" E INV EL = -1.09	SAN-09	48" DIA RIM = 7.94	8" NE INV EL = 2.31	SAN-15	48" DIA RIM = 7.94	8" N INV EL = 2.55			

SHALLOW MANHOLE PER
CITY DETAIL S-7

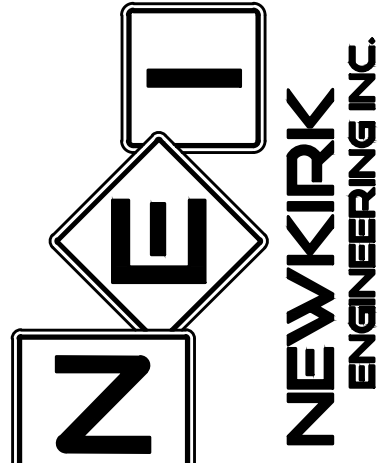


WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS, UNDERGROUND ELECTRIC AND FIBER OPTIC LINES IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

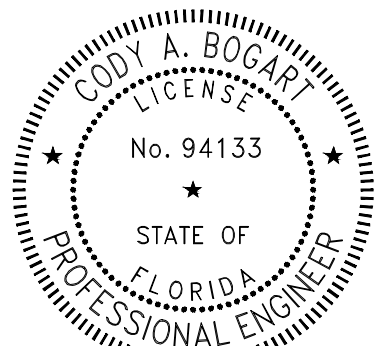
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OVERALL UTILITY PLAN
MADLINE COMMONS
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PORT ORANGE, FL 32129

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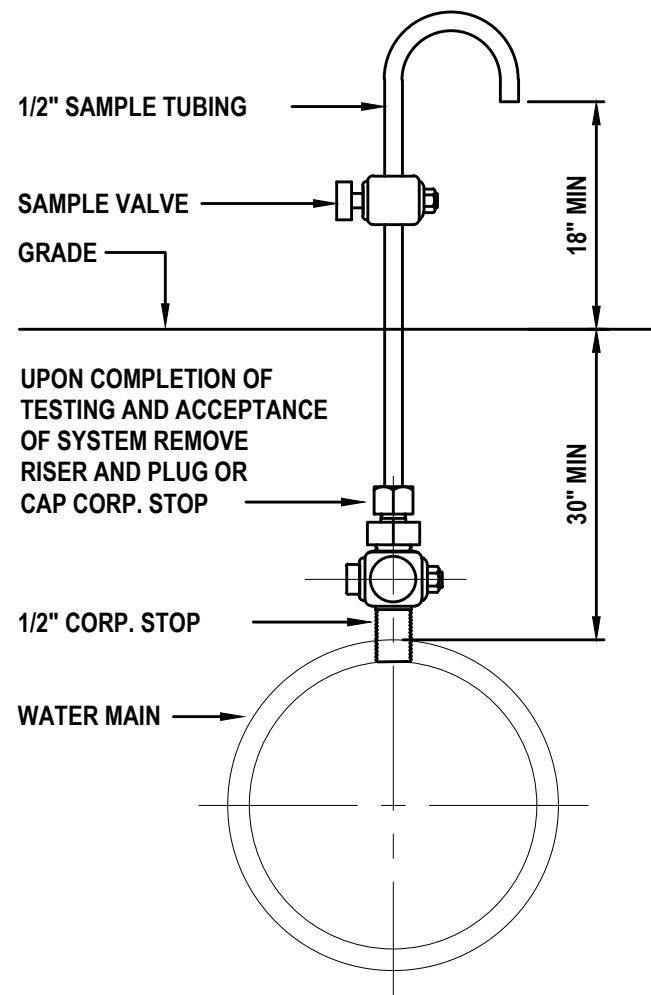
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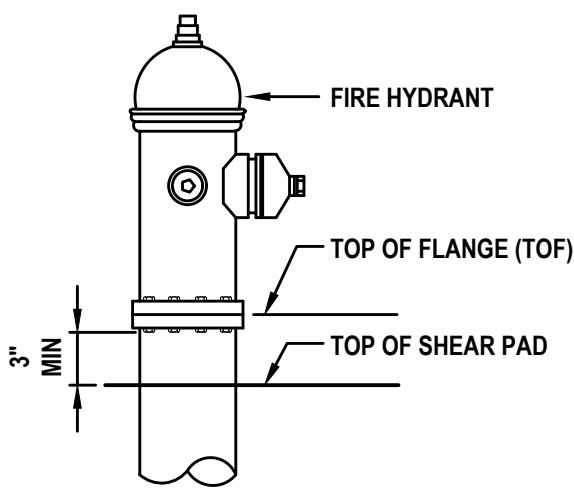
PROJECT No: 2021-309
DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=80'
DRAWING NUMBER

26



BACTERIOLOGICAL SAMPLE POINT DETAIL

NOT TO SCALE



TOP OF FLANGE REFERENCE POINT DETAIL

NOT TO SCALE

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)			
VACUUM SANITARY SEWER			
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)			
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 FT MINIMUM (3)	—	—

- (1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

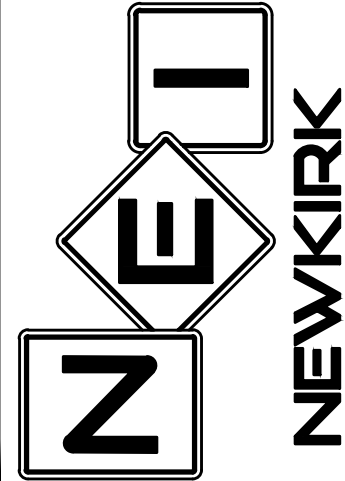
TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

ASTM D 2321 MATERIAL CLASS	ASTM D 2487 USCS SOIL GROUP	MATERIAL TYPE	% PASSING			ATTERBERG LIMITS	
			1 1/2 IN.	NO. 4	NO. 200	LL	PI
IA	NONE	MANUFACTURED OPEN GRADED AGGREGATES	100%	≤10%	<5%	NON PLASTIC	
IB	NONE	MANUFACTURED DENSE GRADED AGGREGATES	100%	≤50%	<5%	NON PLASTIC	
II	GW	COARSE-GRAINED SOILS, CLEAN	100%	<50% OF "COARSE FRACTION"	<5%	NON PLASTIC	
	GP			>50% OF "COARSE FRACTION"			
	SW						
	SP						
III	GM	COARSE-GRAINED SOILS W/ FINES	100%	<50% OF "COARSE FRACTION"	12% TO 50%		<4 OR <"A" LINE
	GC			>50% OF "COARSE FRACTION"			<7 OR >"A" LINE
	SM						>4 OR <"A" LINE
	SC						>7 OR >"A" LINE
IV-A	ML	FINE-GRAINED SOILS	100%	100%	>50%	<50	<4 OR <"A" LINE
	CL						>7 OR >"A" LINE

REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS

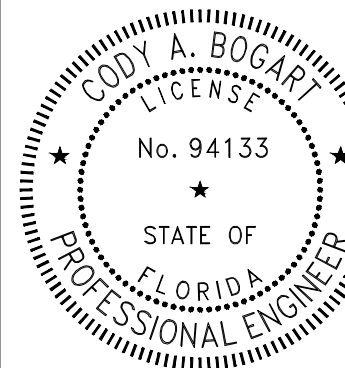
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UTILITY
DETAILS AND NOTES
MADELINE COMMONS
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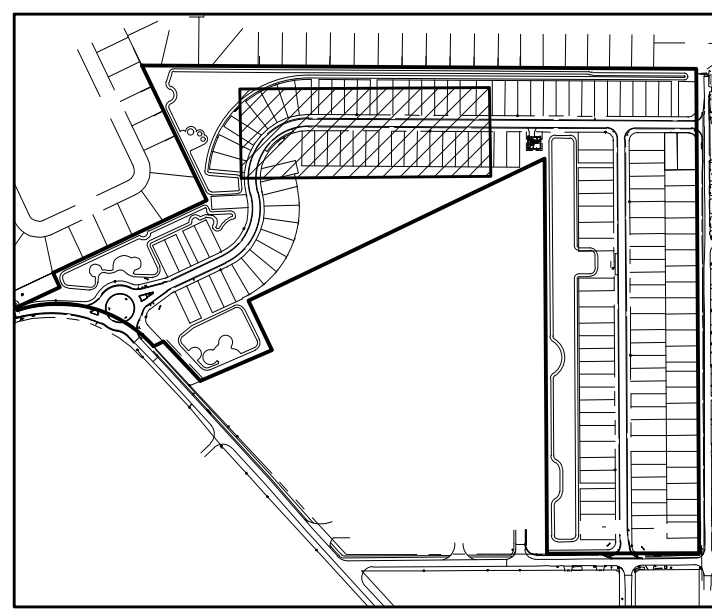


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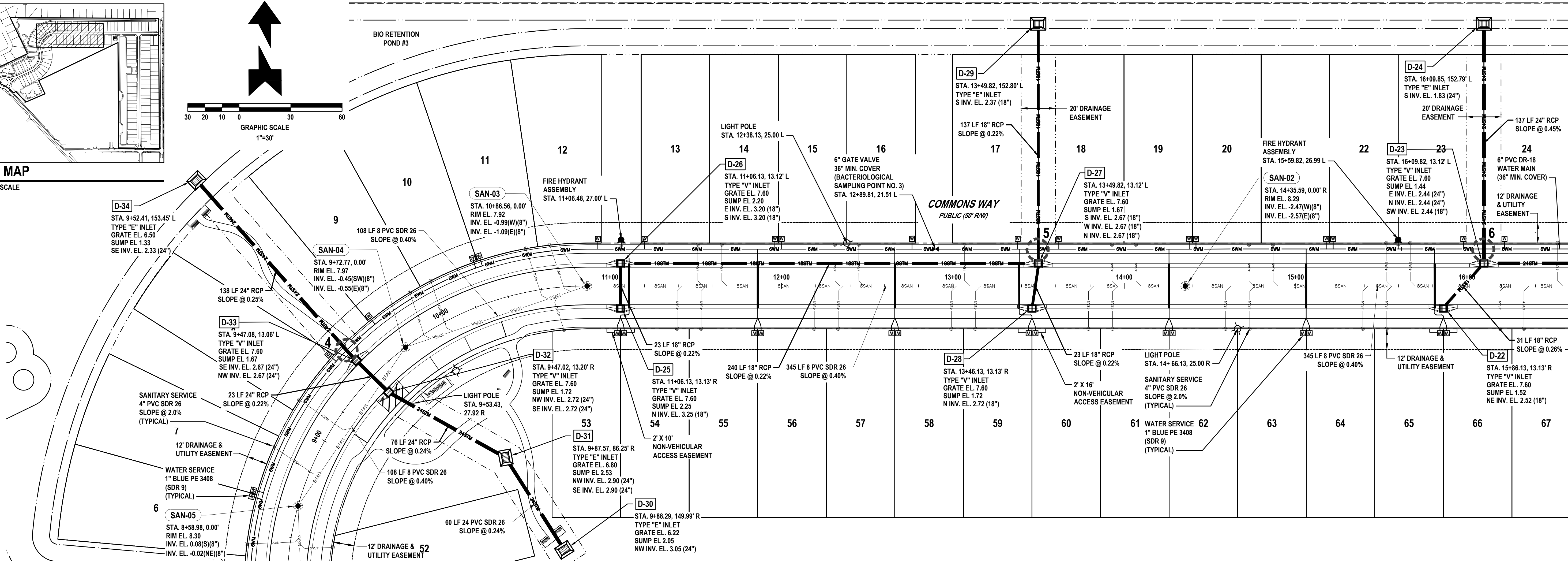
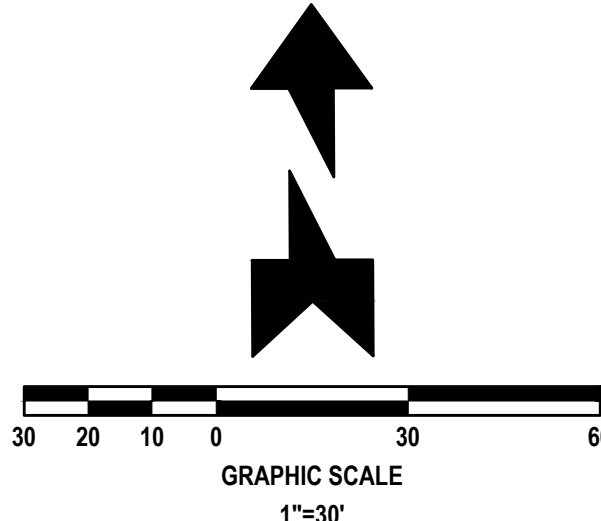
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DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHN

SCALE:
DRAWING NUMBER

27

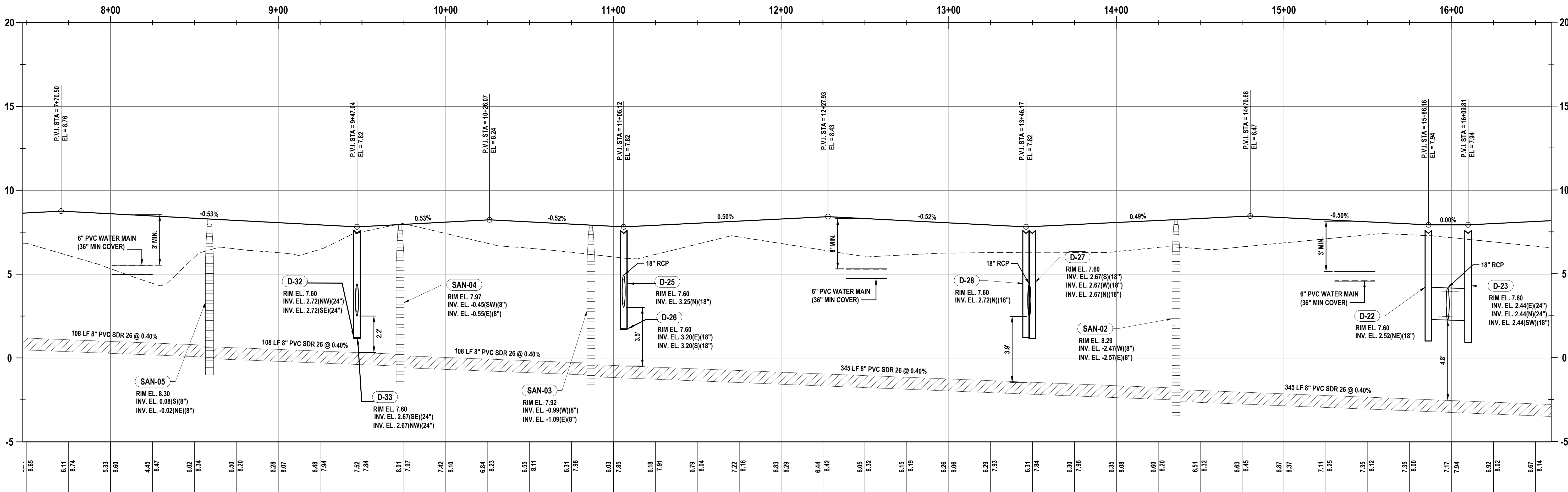


KEY MAP
NOT TO SCALE



HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'

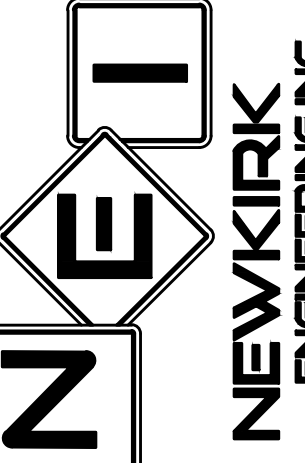
STATION 8+00 TO STATION 16+00



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

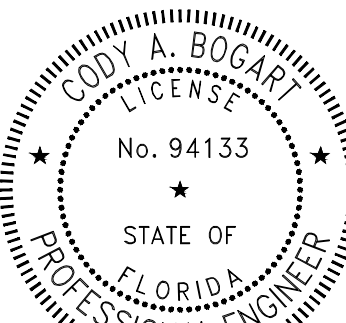
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PLAN/PROFILE - COMMONS WAY.
STA. 8+00 TO 16+00
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PORT ORANGE, FL 32129

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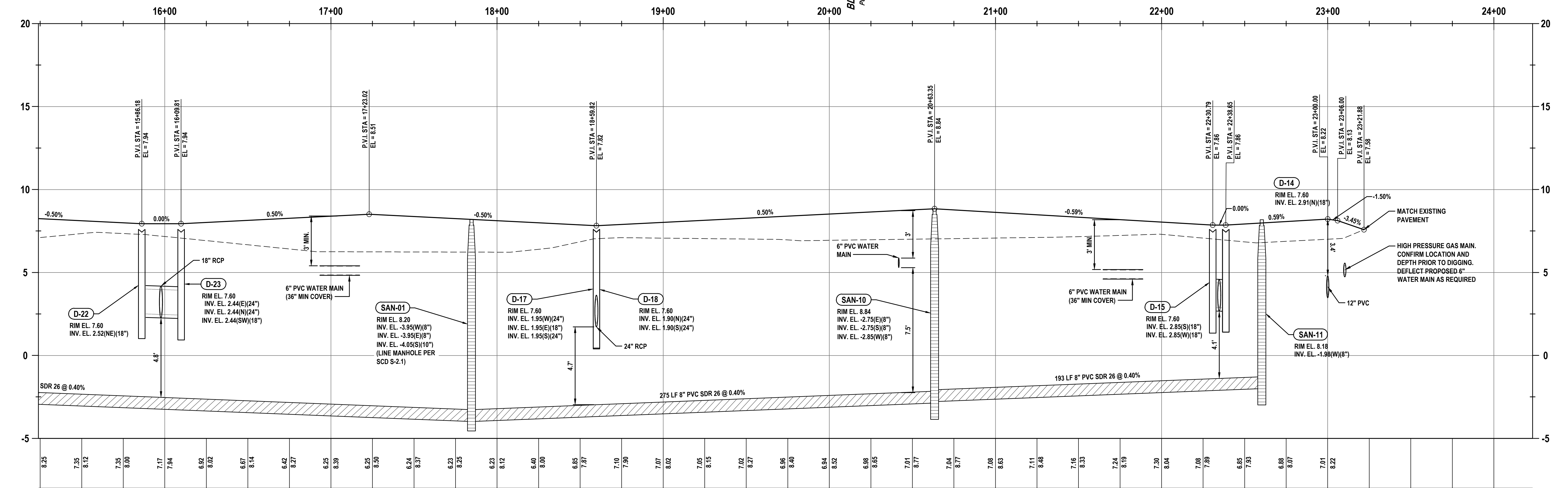
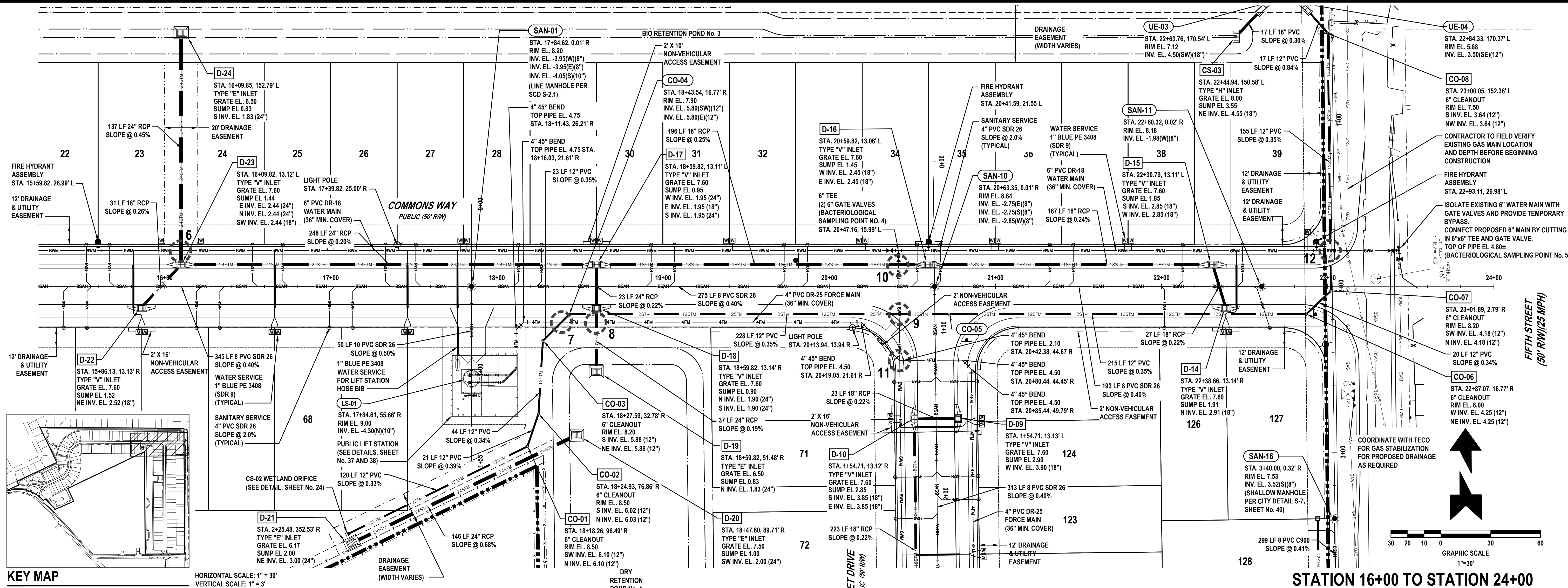


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DATE: JULY 2022
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CHECKED BY: HHN
SCALE: 1" = 30'

DRAWING NUMBER

29



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

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PLAN/PROFILE - COMMONS WY.
STA. 16+00 TO 24+00

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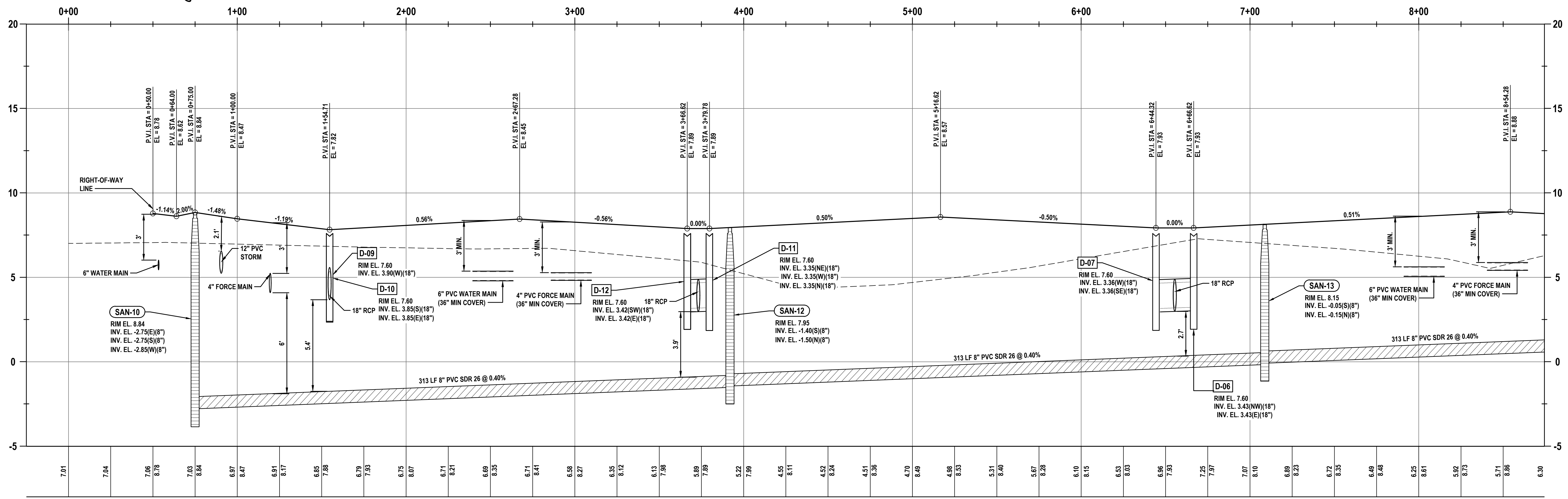
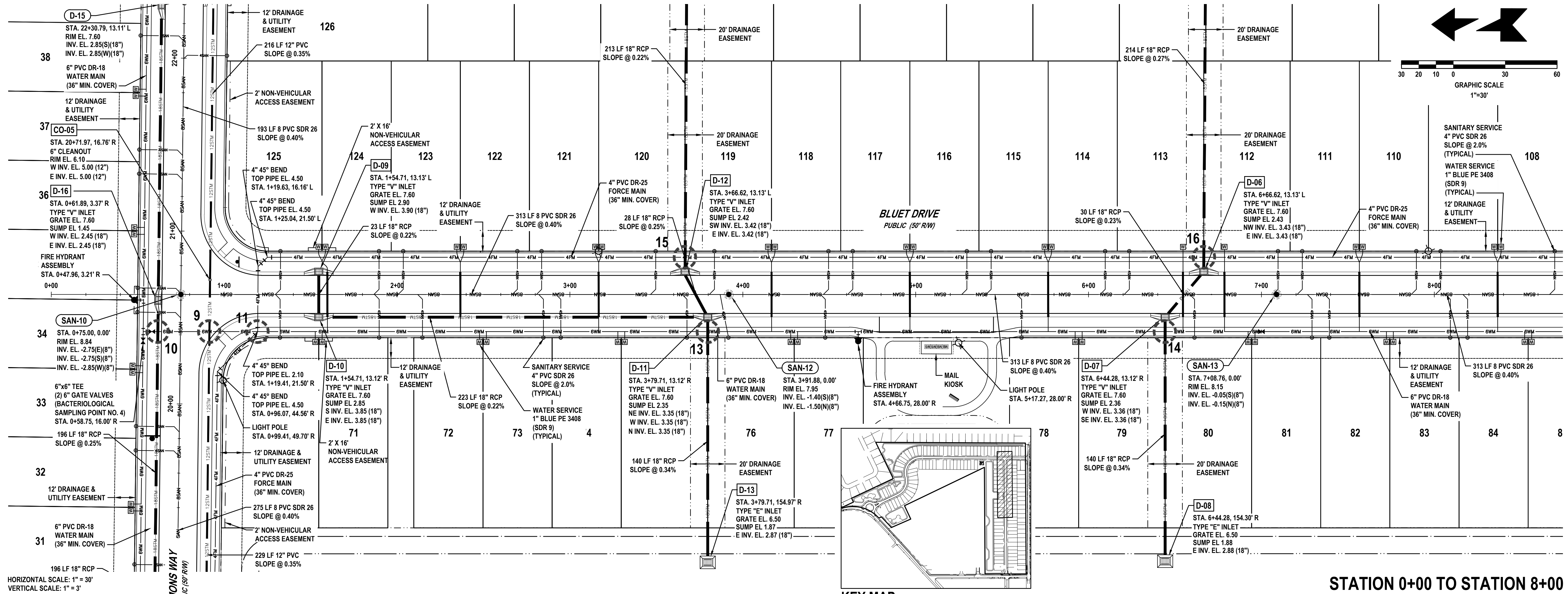
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CHECKED BY:	HNN
SCALE:	1" = 30'
DRAWING NUMBER	30



REVISIONS

DATE	DESCRIPTION
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8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

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PLAN / PROFILE - BLUET DR.
STA. 0+00 TO 8+00
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PORT ORANGE, FL 32129

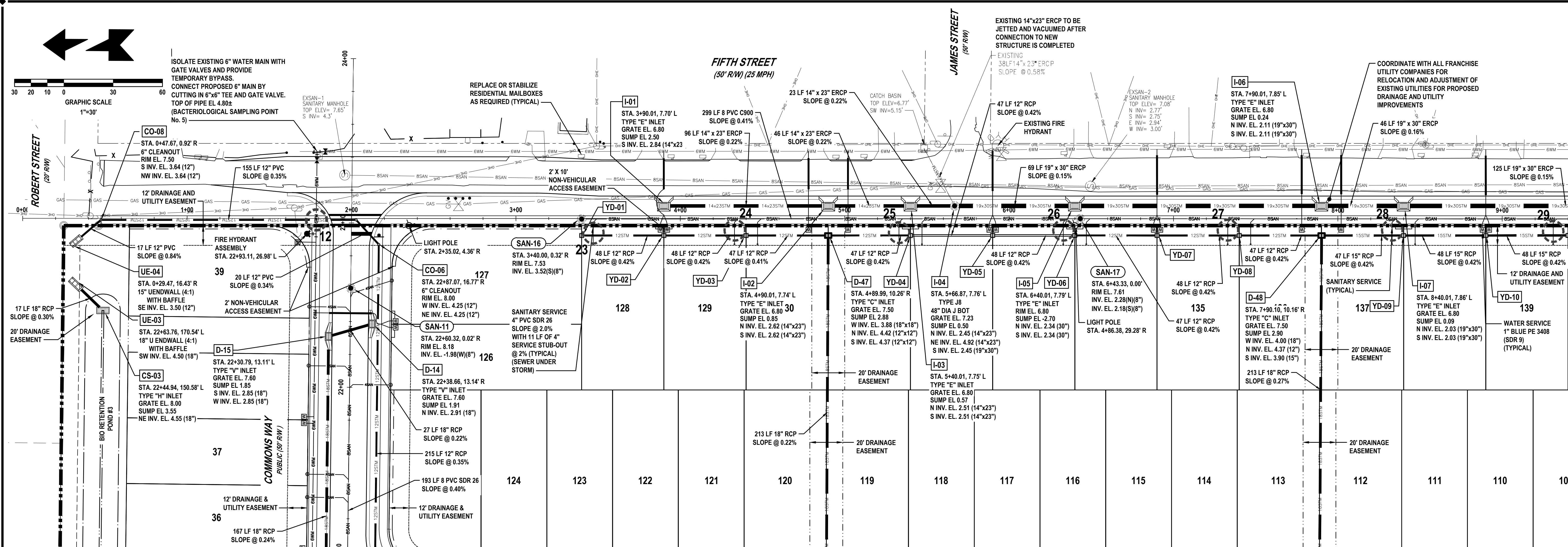
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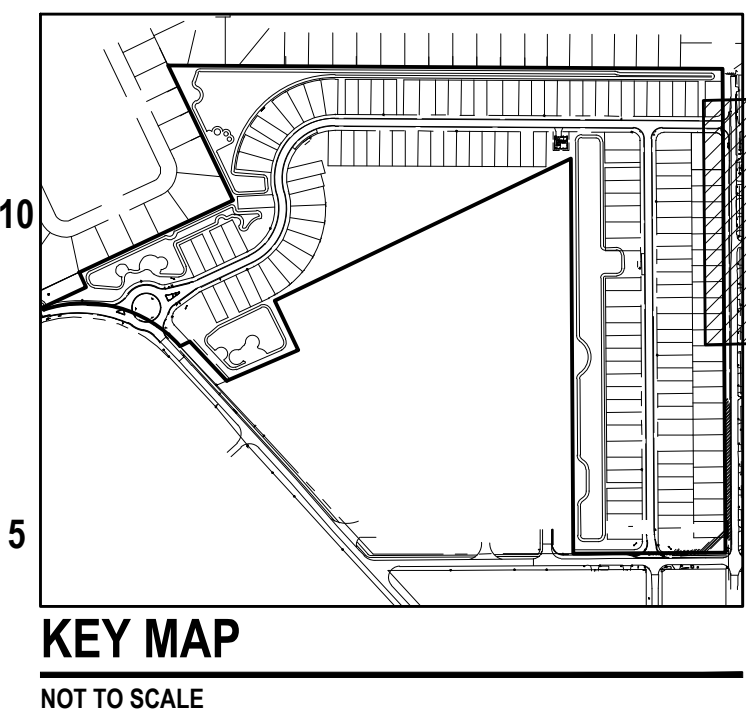
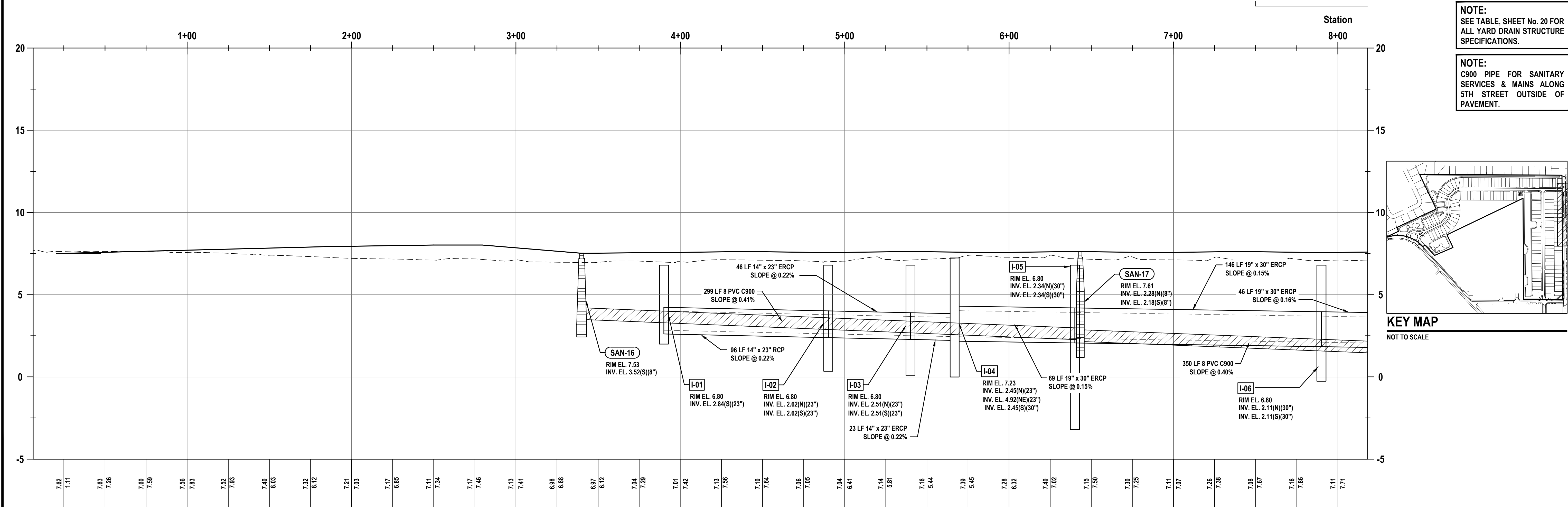
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PROFESSIONAL ENGINEER

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SCALE:	1" = 30'
DRAWING NUMBER	31



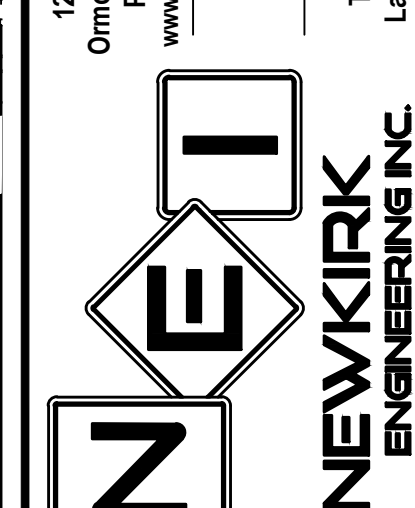
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VERTICAL SCALE: 1" = 3'



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

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PLAN / PROFILE - 5TH STREET
STA. 0+00 TO 7+00
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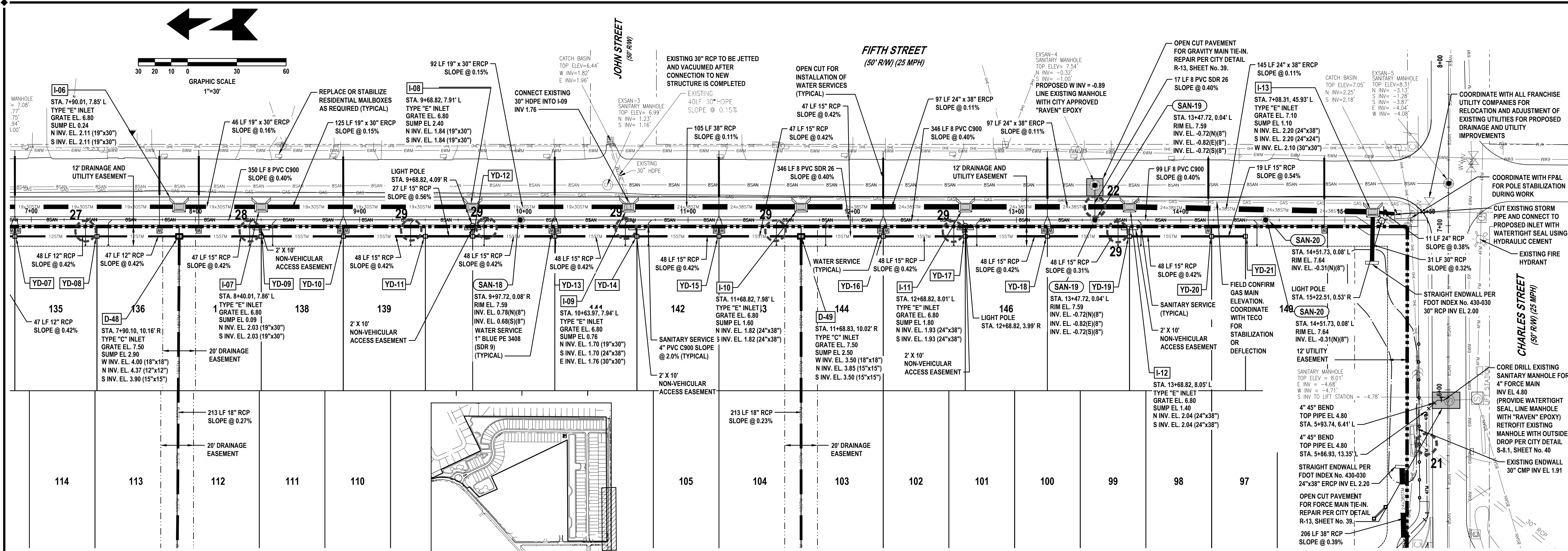
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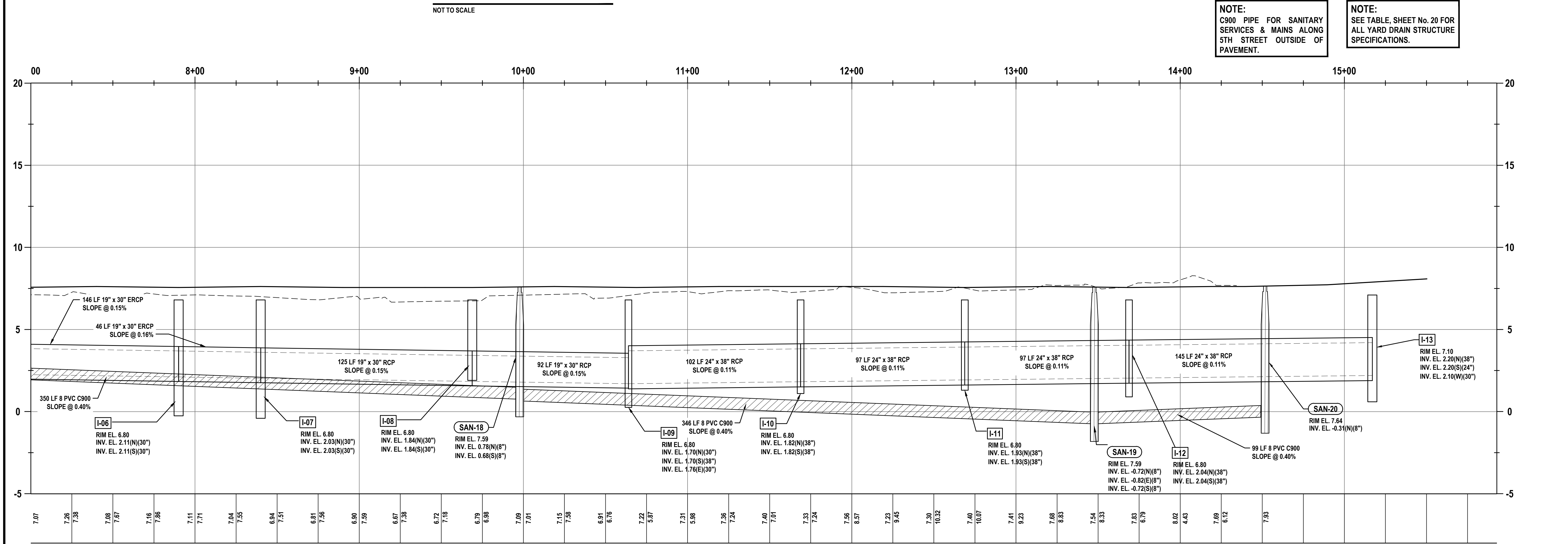
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DATE: JULY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1" = 30'

DRAWING NUMBER

33



HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



NOTE:
C900 PIPE FOR SANITARY
SERVICES & MAINS ALONG
5TH STREET OUTSIDE OF
PAVEMENT.

NOTE:
SEE TABLE, SHEET No. 20 FOR
ALL YARD DRAIN STRUCTURE
SPECIFICATIONS.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

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PLAN / PROFILE - 5TH STREET
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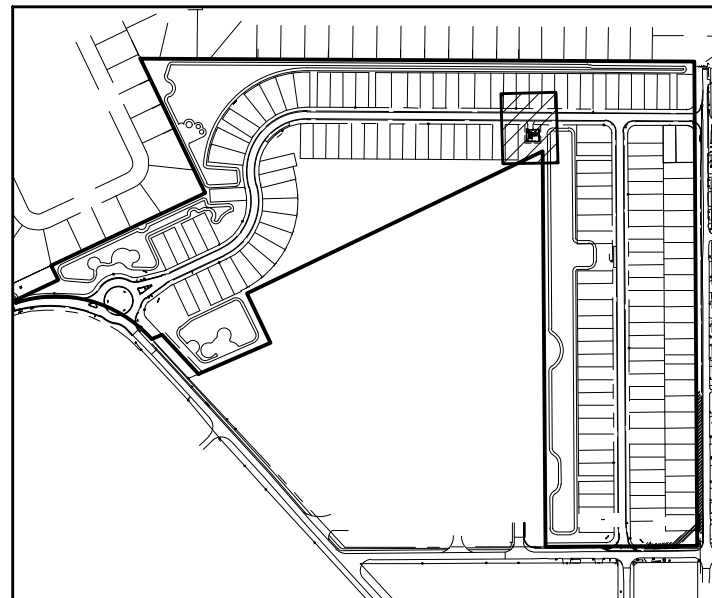
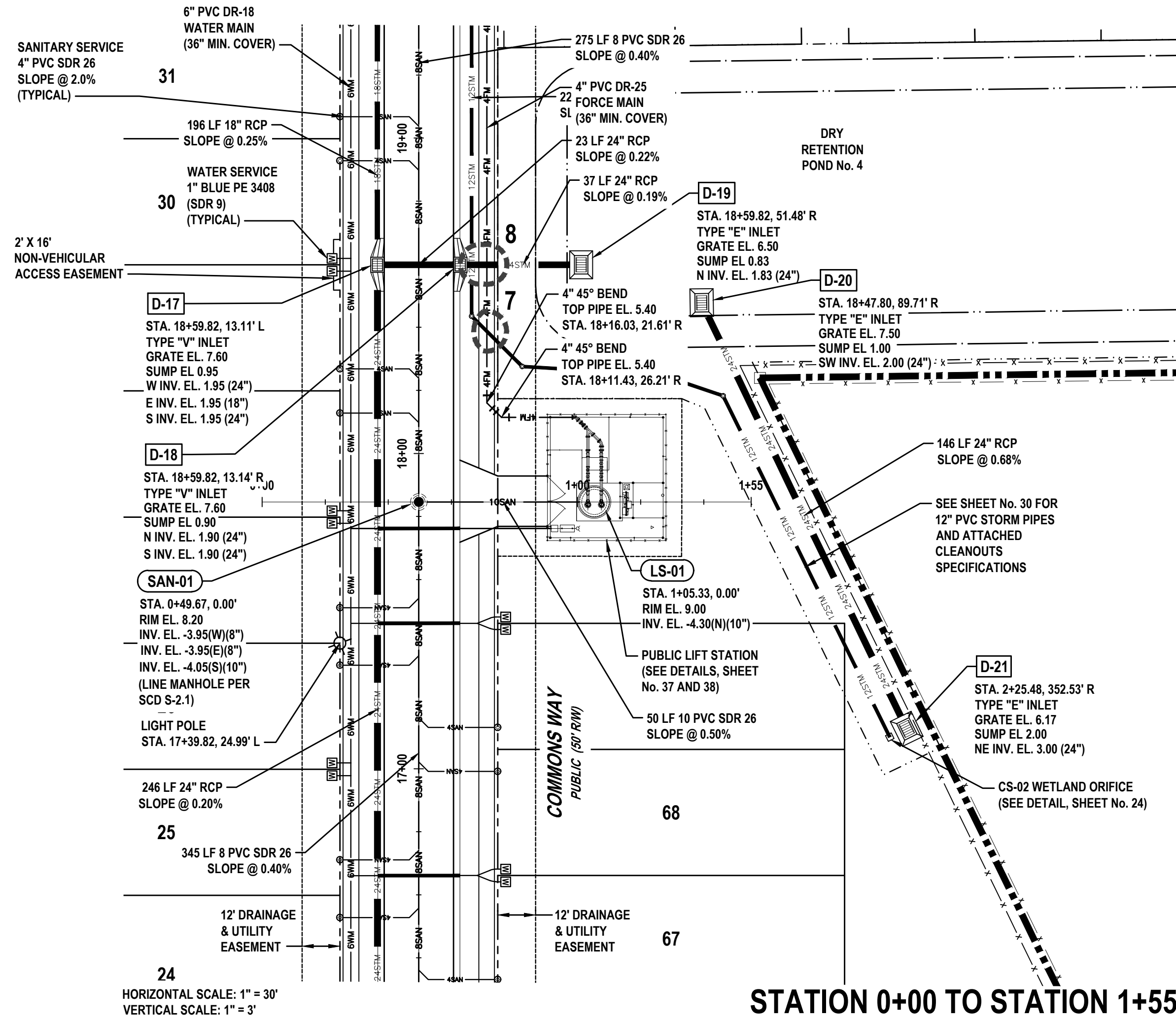
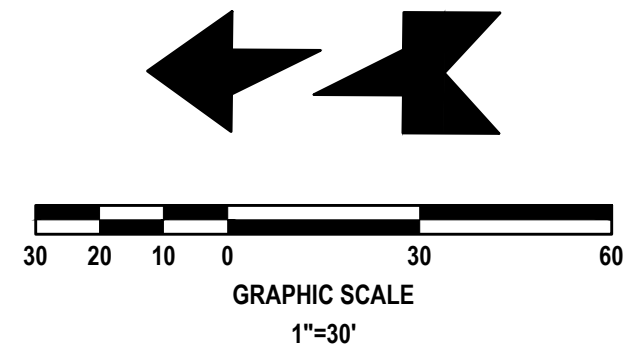
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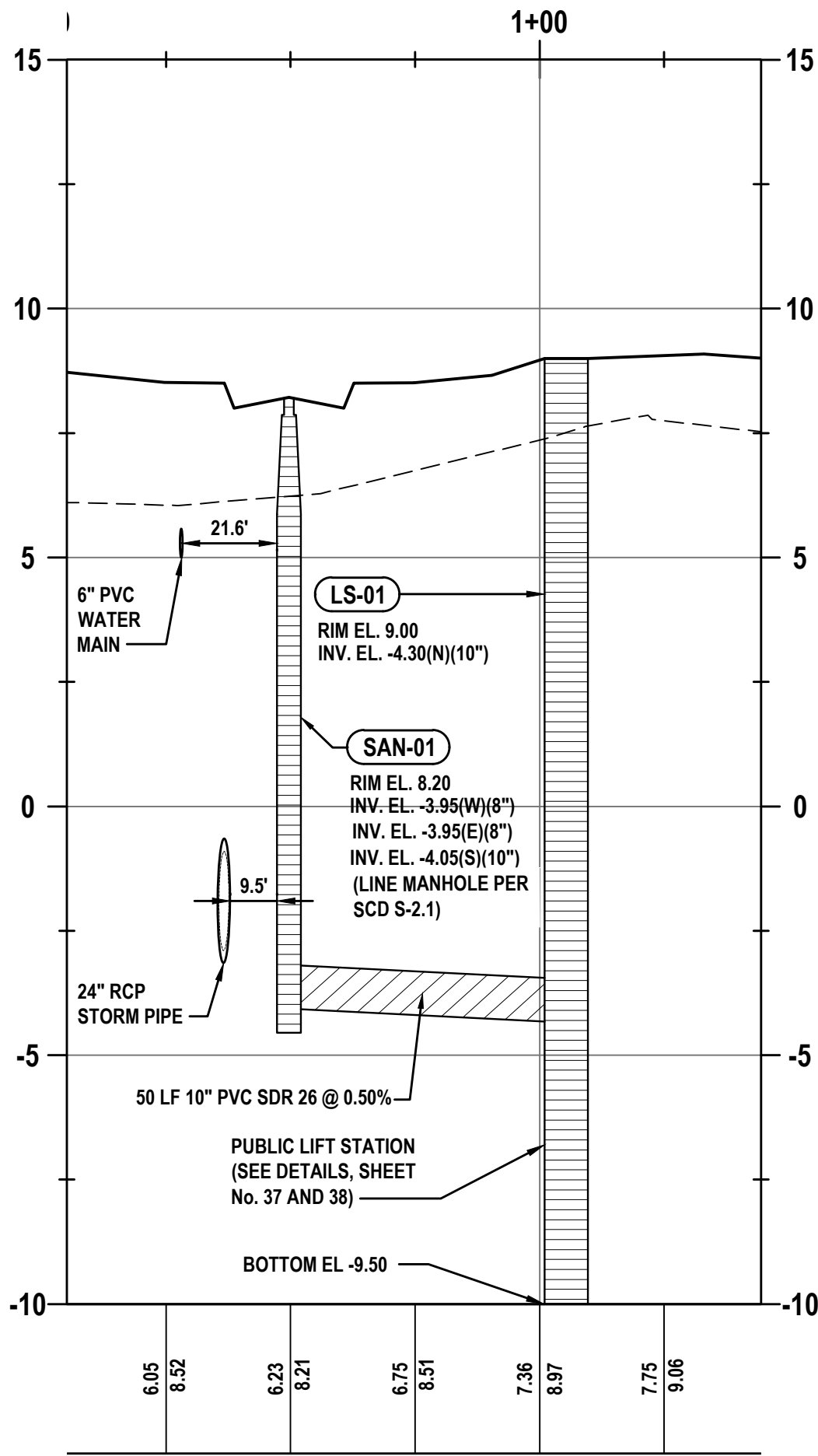
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DRAWING NUMBER
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Page 462 of



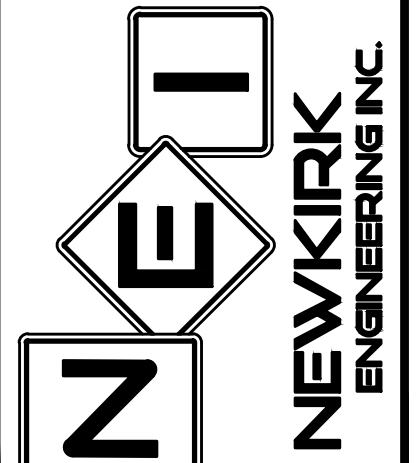
KEY MAP
NOT TO SCALE



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
11/8/22	CITY COMMENTS

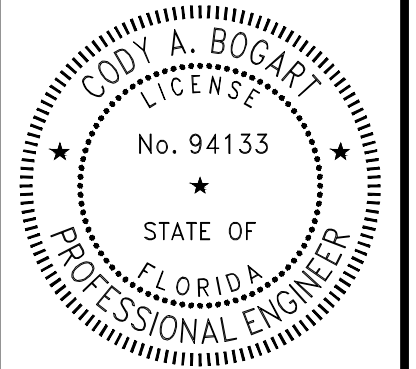
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PLAN / PROFILE - LIFT STATION
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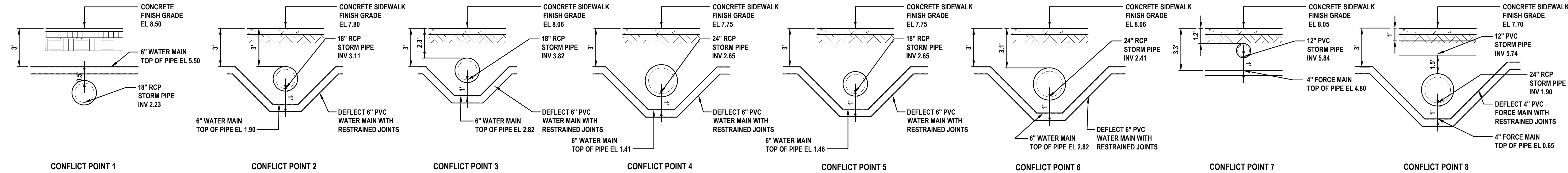


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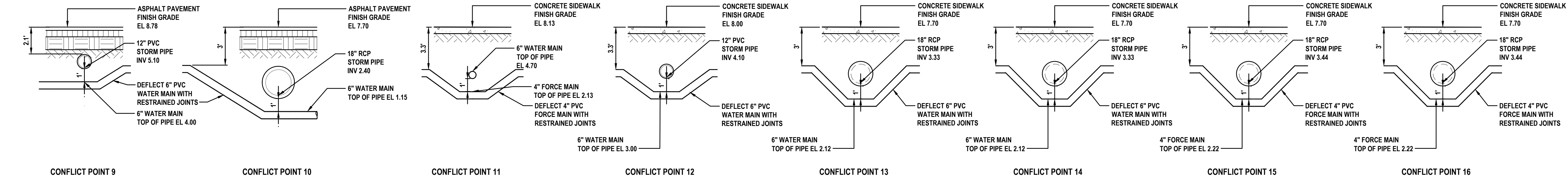
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DATE:	JULY 2022
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DRAWN BY:	DAB
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SCALE:	1" = 30'

DRAWING NUMBER

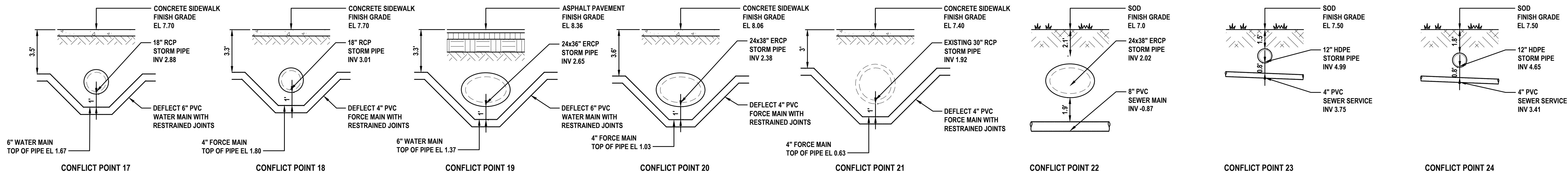
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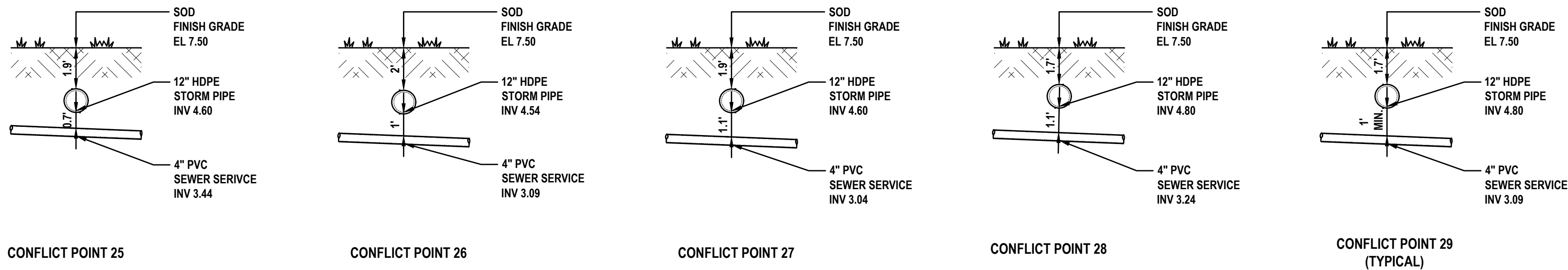
UTILITY CONFLICT DETAIL
NOT TO SCALE



UTILITY CONFLICT DETAIL
NOT TO SCALE



UTILITY CONFLICT DETAIL
NOT TO SCALE

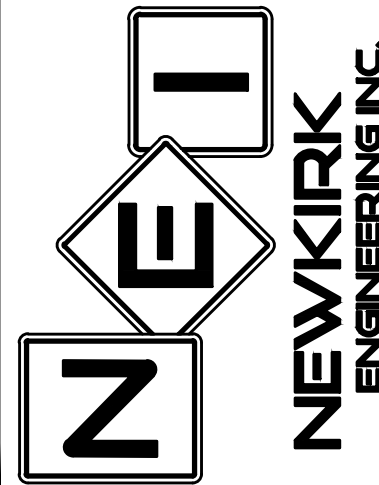


UTILITY CONFLICT DETAIL
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS

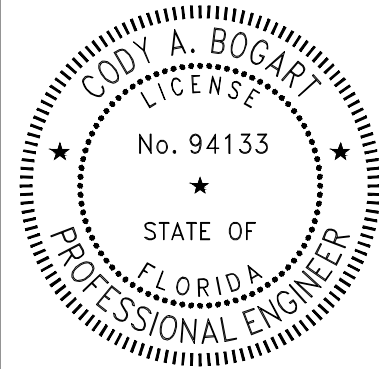
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PORT ORANGE, FL 32129

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PROJECT No:	2021-309
DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	AS SHOWN
DRAWING NUMBER	

36

TECHNICAL DATA

Submersible Sewage Pump Type ABS XFP

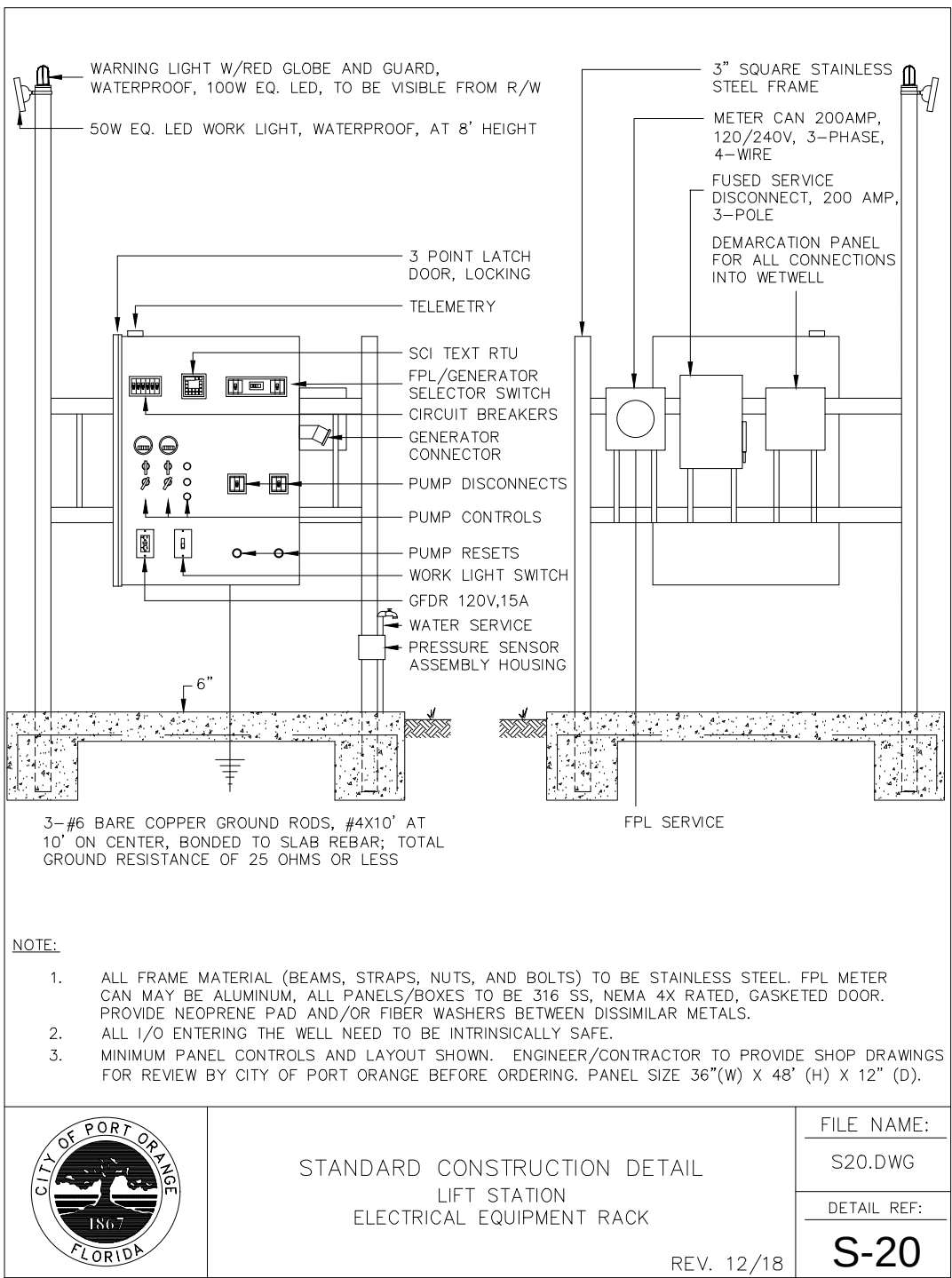
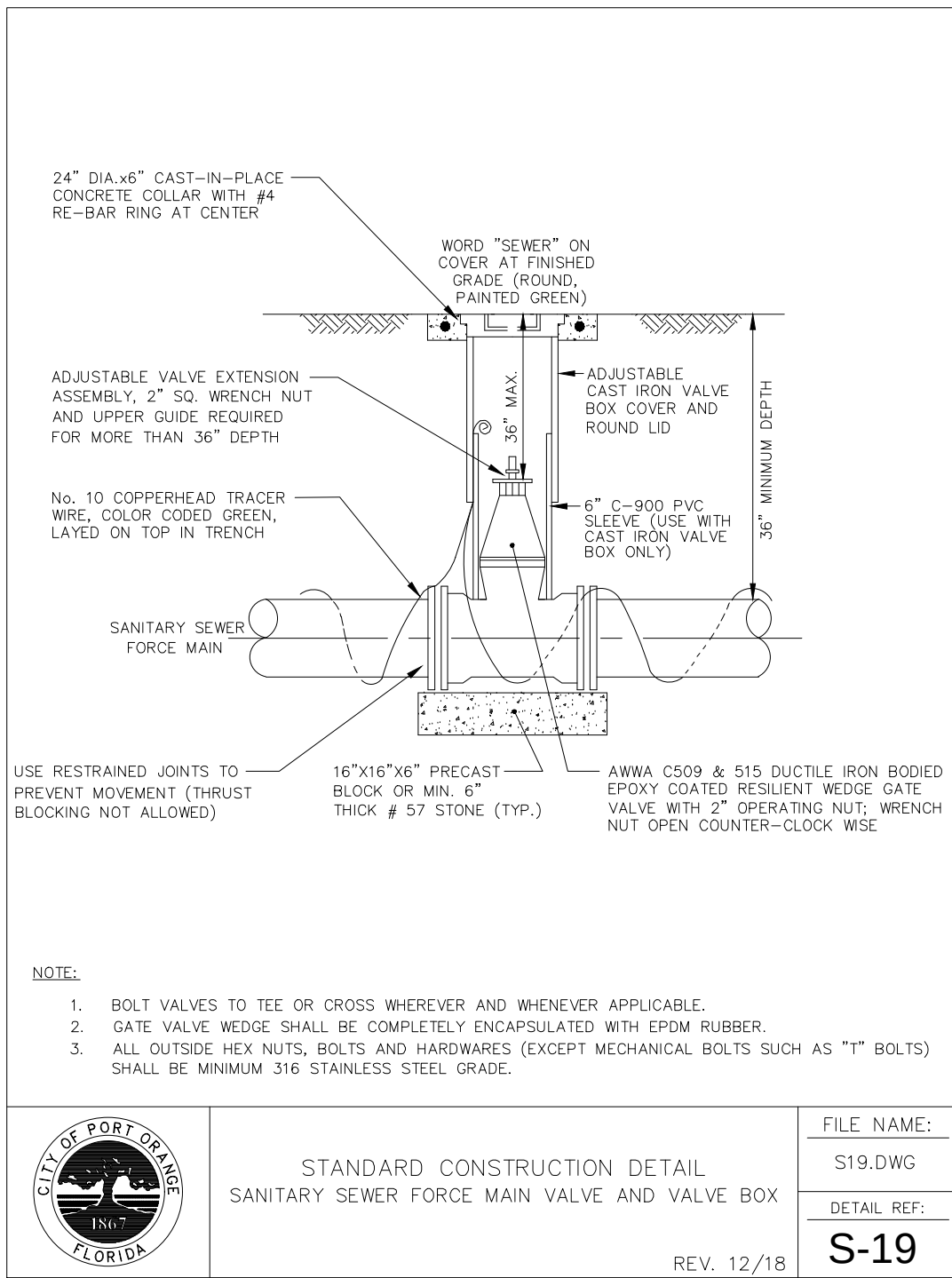
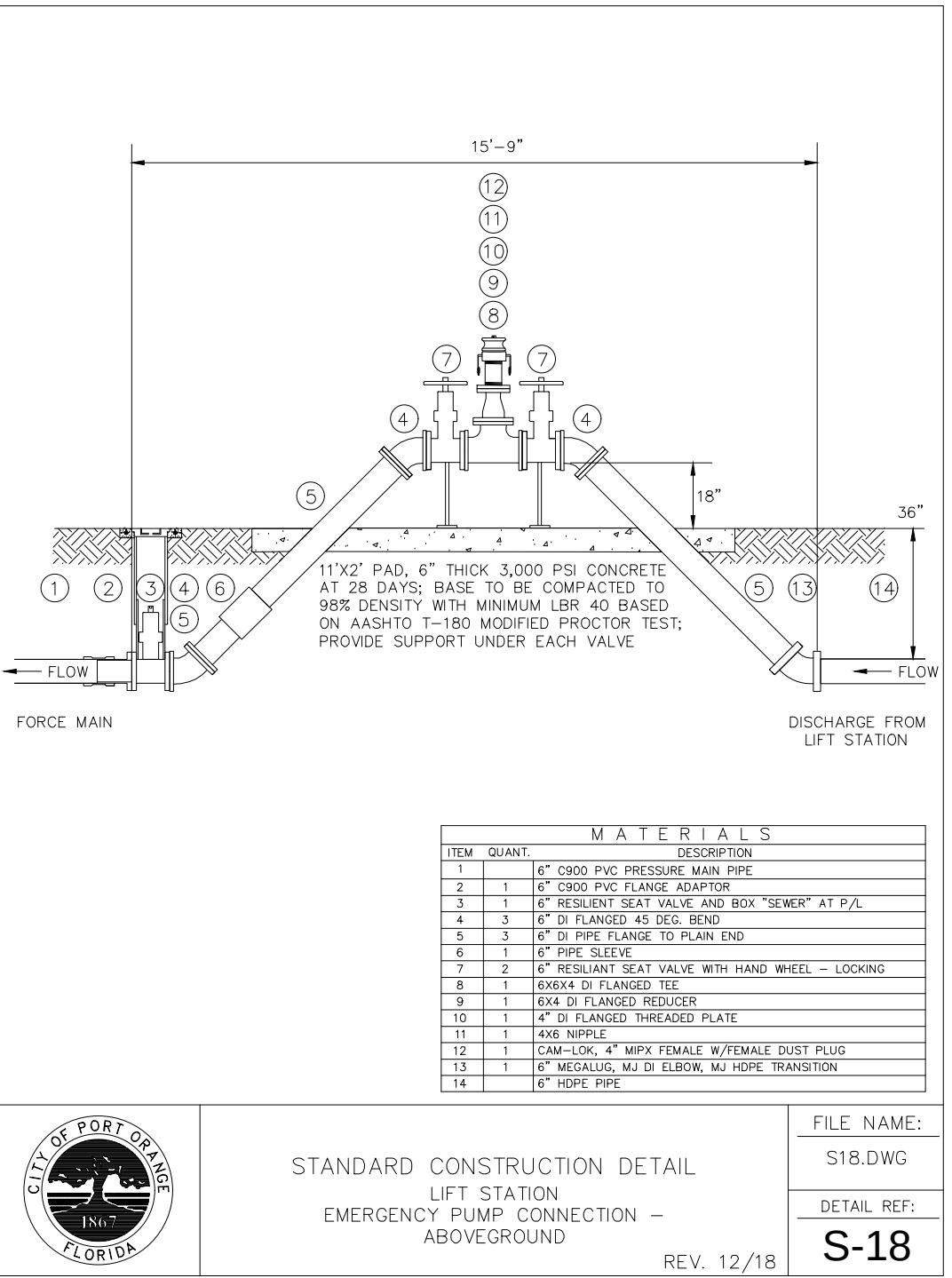
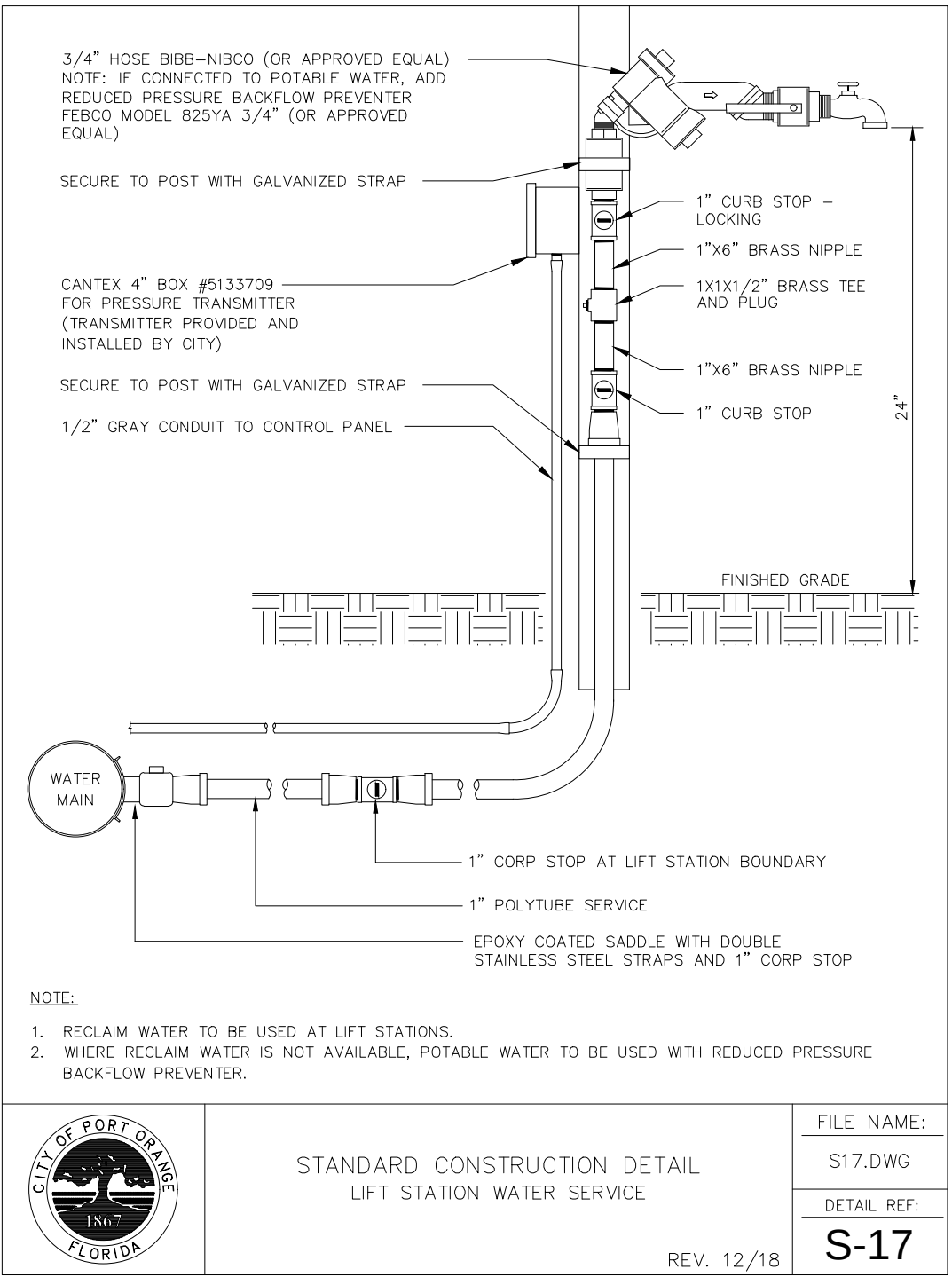
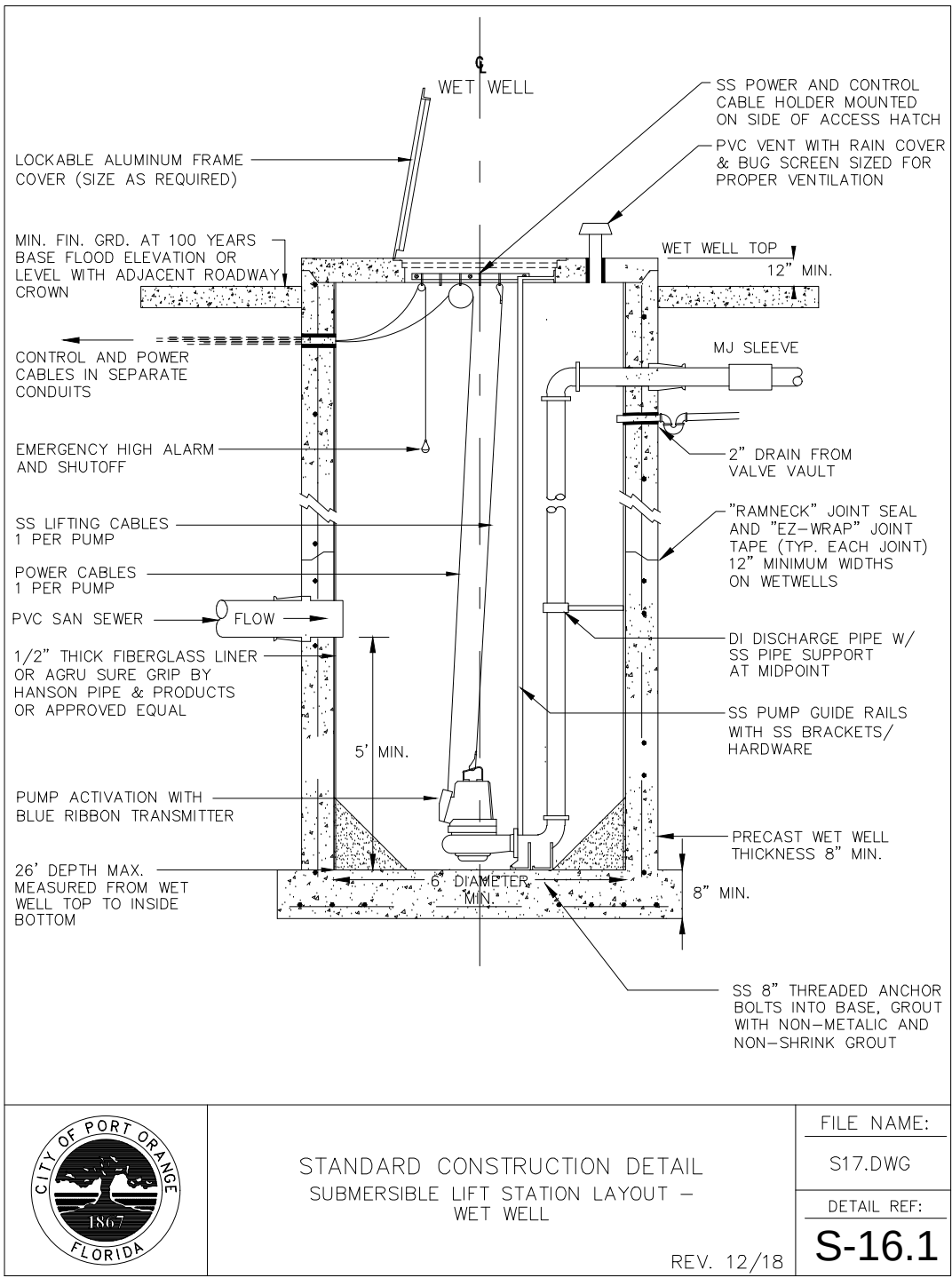
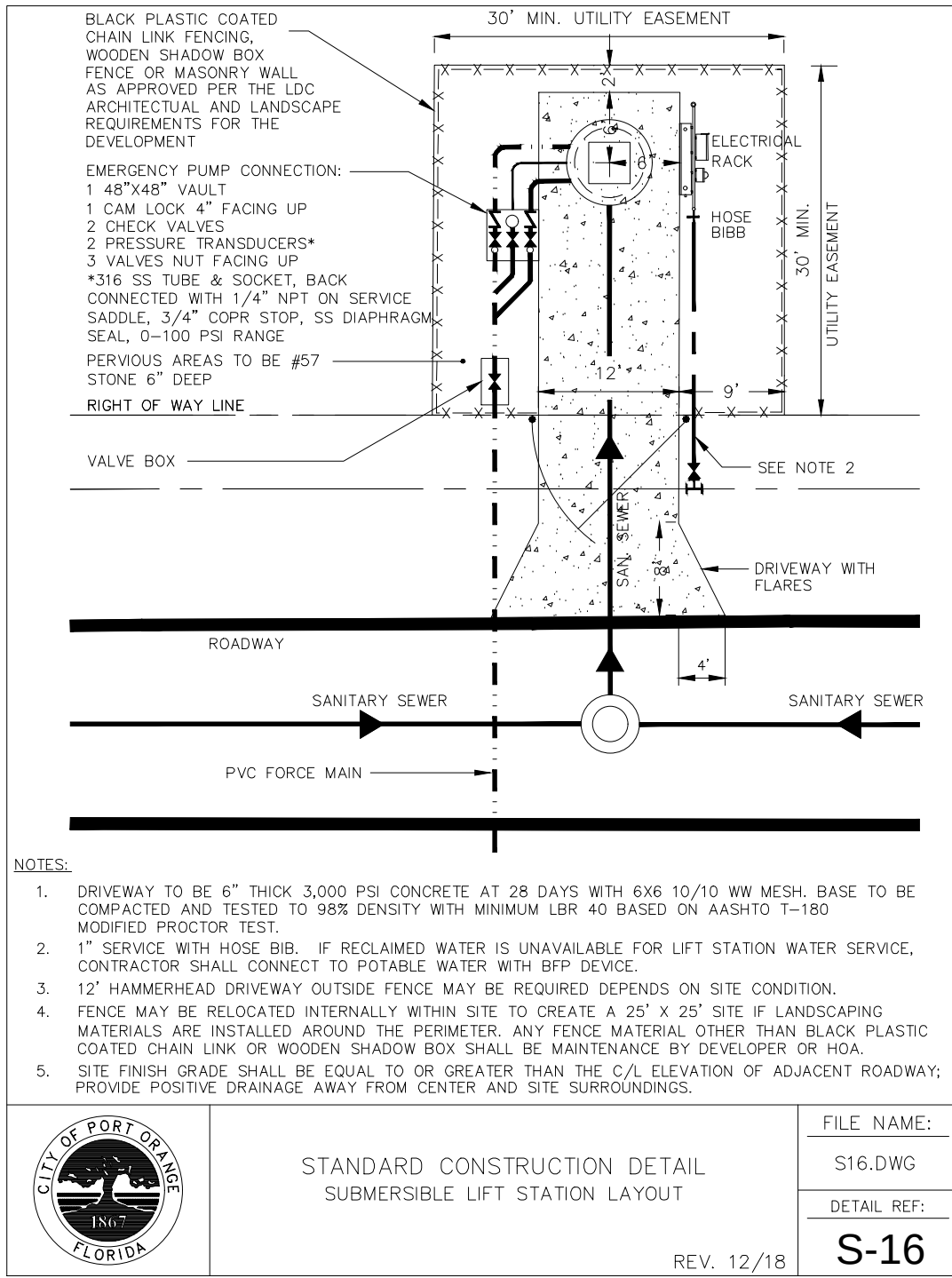
XFP 80C-VX | 3", 4 Pole, 3-Phase, 60 Hz, PE1

Submersible Motor Specifications, PE1 Frame

Motor Design	NEMA design B, squirrel cage induction
Motor Type	Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating	IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol	IEC 60034-3-1
Insulation Material	Class H, 180°C (350°F), copper windings
Motor Filling Medium	AP
Temperature Rise	Class A, Class B with optional cooling system
Maximum Fluid Temperature	40°C (104°F) continuous, 50°C (122°F) intermittent
Cooling System	OPT
Motor Protection	Thermal: Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
Leakage	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
Sensing Chamber Filling Medium	Environmentally safe, nontoxic oil
Bearing Type	Upper: Single row deep groove ball bearing, permanently lubricated Lower: Double row angular contact ball bearing, permanently lubricated
Motor Starter Types	Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives
Maximum Starts per Hour	15, evenly spaced
Inverter Duty Rating	Motors meet NEMA MG1, part 31 requirements
Maximum Submergence	20 meters (65 feet)
Available Voltages	208, 230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated	+/-10%
Agency Approvals	Factory Mutual, CSA
Explosion Proof Rating	NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

Output filters may be required on VFDs. See document DS-E60-001 for details.

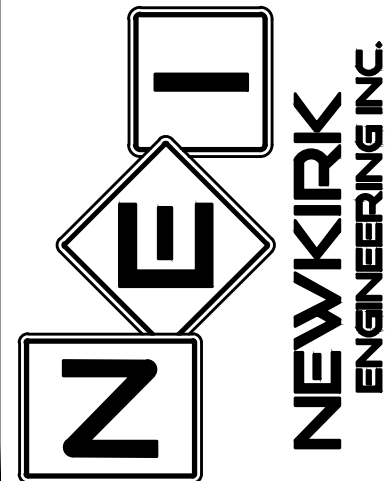
Motor Ratings, PE1 Frame		Motor Model			Input Power (P1)			Rated Power Output (P2)			Nominal RPM			Full Load Amps			Locked Rotor Amps			NEMA Code Letter			NEMA Service Factor			Motor Efficiency at % Load			Power Factor at % Load		



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

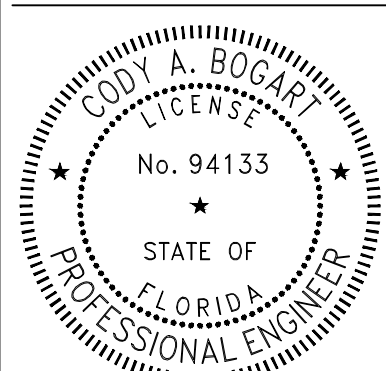
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 Civil Engineering,
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LIFT STATION DETAILS
MADELINE COMMONS
 975 McDONALD ROAD
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MATERIALS THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE DONE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL, OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTION OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL, OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY. LABORATORY CONTROL AND CERTIFICATES - SPECIFICATIONS, SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE ASPH/OT OR ASTM, WHERE ASPH/OT OR ASTM SPECIFICATIONS ARE USED. THE REFERENCE SHALL BE CONSIDERED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OF THE ASPH/OT OR ASTM IN FORCE ON THE DATE OF THE TEST. - TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA, ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED APPROVED BY THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES. - SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL, PRIOR TO INSTALLATION. - PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS. - FLOMBLE FILL - MAX DENSITIES, CONSTRUCTION SUPERVISION AND COMpressive STRENGTH TESTS. - ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL, PRIOR TO INSTALLATION. - ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES. - CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS. - COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS. - CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS. - PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.	SCOPE OF WORK FURNISH AND INSTALL SOD, OR SEED AND MULCH. THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS SHALL BE AT A MINIMUM, ALL WORK SHALL MEET MINIMUM STANDARDS OF SECTION 570 OF FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND MINIMUM REQUIREMENTS OF THE CITY, AS OUTLINED BELOW. SEED SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED BELOW, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED LANDSCAPE INSPECTOR PRIOR TO USE. THE GRASS SEED MIXTURE SHALL BE: PENSACOLA BAHIA (USE 50% SCARIFIED SEED) 50% HULLED BERMAHA 25% BROWN TOP MILLET 25% MULCH STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMAHA OR BAHIA GRASS MAY MULCH SHALL BE FREE FROM WEED AND OTHER UNDESIRABLE GRASS. APPROXIMATELY ONE INCH (1") LOOSE THICKNESS OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HAWK OR OTHERWISE ANCHORED DOWN, UNDER PROPER CIRCUMSTANCES, CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY. METHOD GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. THEREAFTER, SLUMP TESTS SHALL BE DONE ON THE GROUND, FROZEN OR UNFROZEN OR UNFROZEN, THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE.				
STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR SITES AND SUBDIVISIONS TESTING REV. 12/18 FILE NAME: M2.DWG DETAIL REF: M-2	STANDARD CONSTRUCTION DETAIL SODDING, SEEDING AND MULCHING NOTES REV. 12/18 FILE NAME: M4.DWG DETAIL REF: M-4	STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS REV. 12/18 FILE NAME: M6.DWG DETAIL REF: M-6	STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS REV. 12/18 FILE NAME: M6.1.DWG DETAIL REF: M-6.1	STANDARD CONSTRUCTION DETAIL SIDEWALK CURB RAMP REV. 12/18 FILE NAME: M7.DWG DETAIL REF: M-7	STANDARD CONSTRUCTION DETAIL ACCESSIBLE PARKING LAYOUT REV. 12/18 FILE NAME: M14.DWG DETAIL REF: M-14
STANDARD CONSTRUCTION DETAIL ACCESSIBLE PARKING SIGN, BOLLARD/SIGN COMBINATION AND POST MOUNTED REV. 12/18 FILE NAME: M15.DWG DETAIL REF: M-15	STANDARD CONSTRUCTION DETAIL PIPE BEDDING AND TRENCH REV. 12/18 FILE NAME: M27.DWG DETAIL REF: M-27	STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED) REV. 12/18 FILE NAME: R1.DWG DETAIL REF: R-1.3	STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED) REV. 12/18 FILE NAME: R1.4.DWG DETAIL REF: R-1.4	STANDARD CONSTRUCTION DETAIL 50' or 60' R/W ROAD SECTION REV. 12/18 FILE NAME: R3.DWG DETAIL REF: R-3	STANDARD CONSTRUCTION DETAIL STANDARD CURB CONSTRUCTION REV. 12/18 FILE NAME: R11.DWG DETAIL REF: R-11
STANDARD CONSTRUCTION DETAIL ROADWAY INTERSECTION VALLEY GUTTER REV. 12/18 FILE NAME: R12.DWG DETAIL REF: R-12	STANDARD CONSTRUCTION DETAIL PAVEMENT RESTORATION REV. 12/18 FILE NAME: R13.DWG DETAIL REF: R-13	STANDARD CONSTRUCTION DETAIL CONCRETE PAVEMENT DETAILS REV. 12/18 FILE NAME: R14.DWG DETAIL REF: R-14	STANDARD CONSTRUCTION DETAIL DRIVEWAY APRON REV. 12/18 FILE NAME: R16.DWG DETAIL REF: R-16	STANDARD CONSTRUCTION DETAIL CONCRETE PAVEMENT DETAILS REV. 12/18 FILE NAME: R19.DWG DETAIL REF: R-19	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED) REV. 12/18 FILE NAME: S1.DWG DETAIL REF: S-1.4

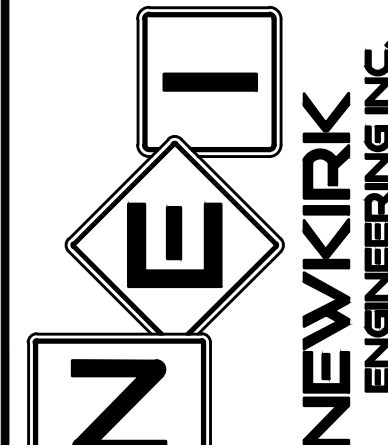
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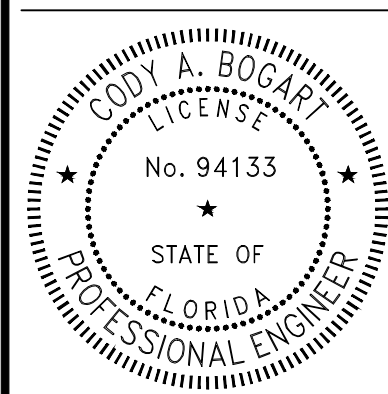
Civil Engineering
Transportation, CEI &
Landscape Architecture



CITY OF PORT ORANGE
DETAILS AND NOTES
MADELINE COMMONS
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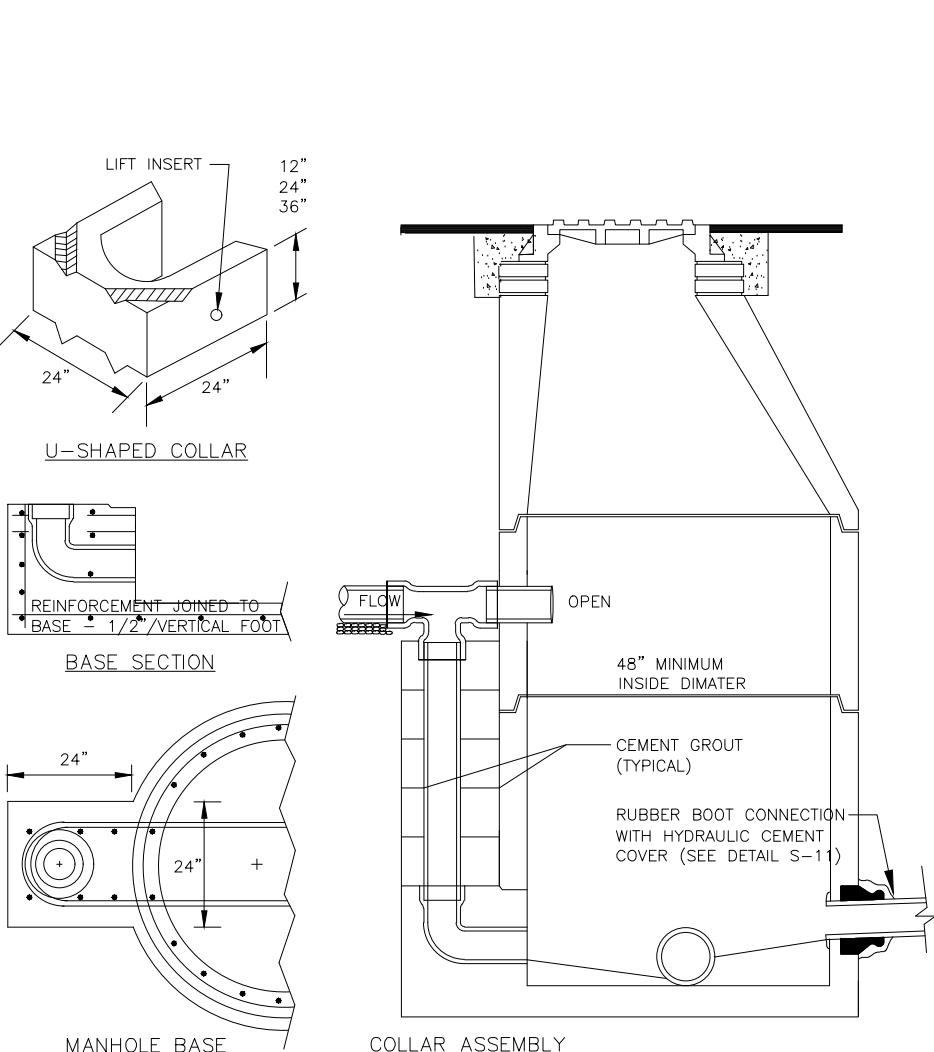
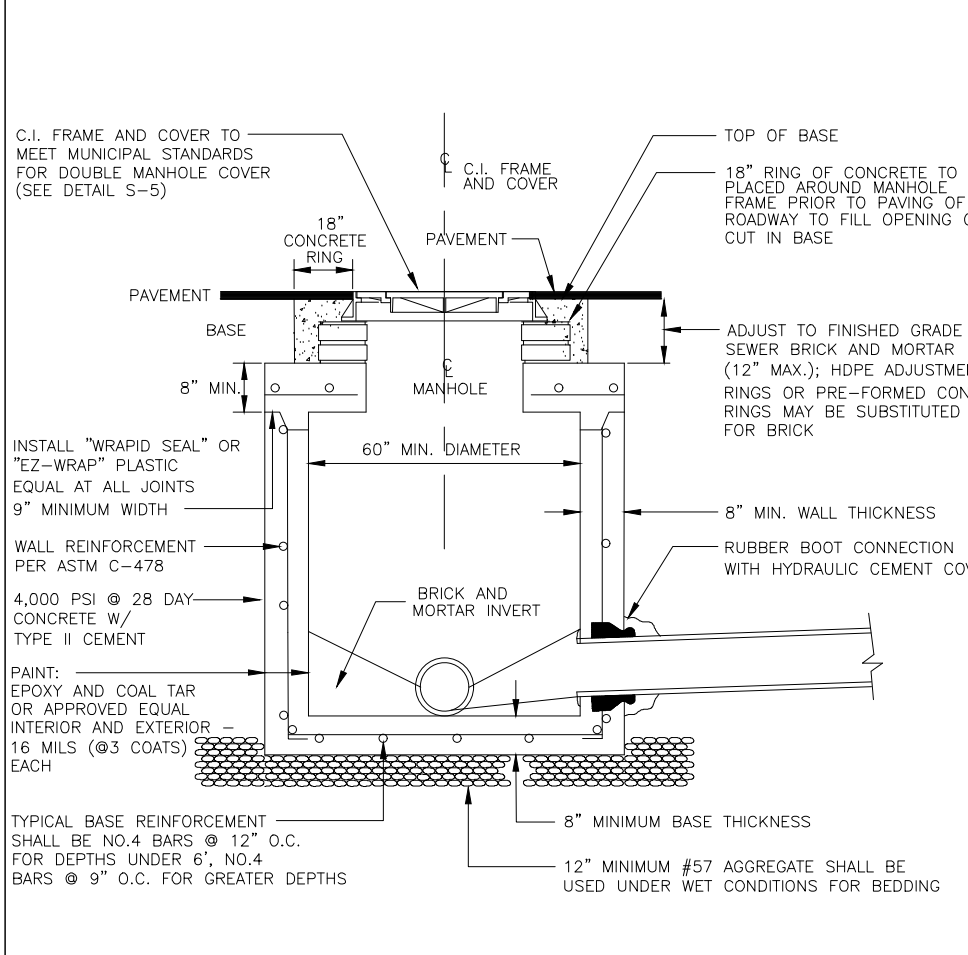
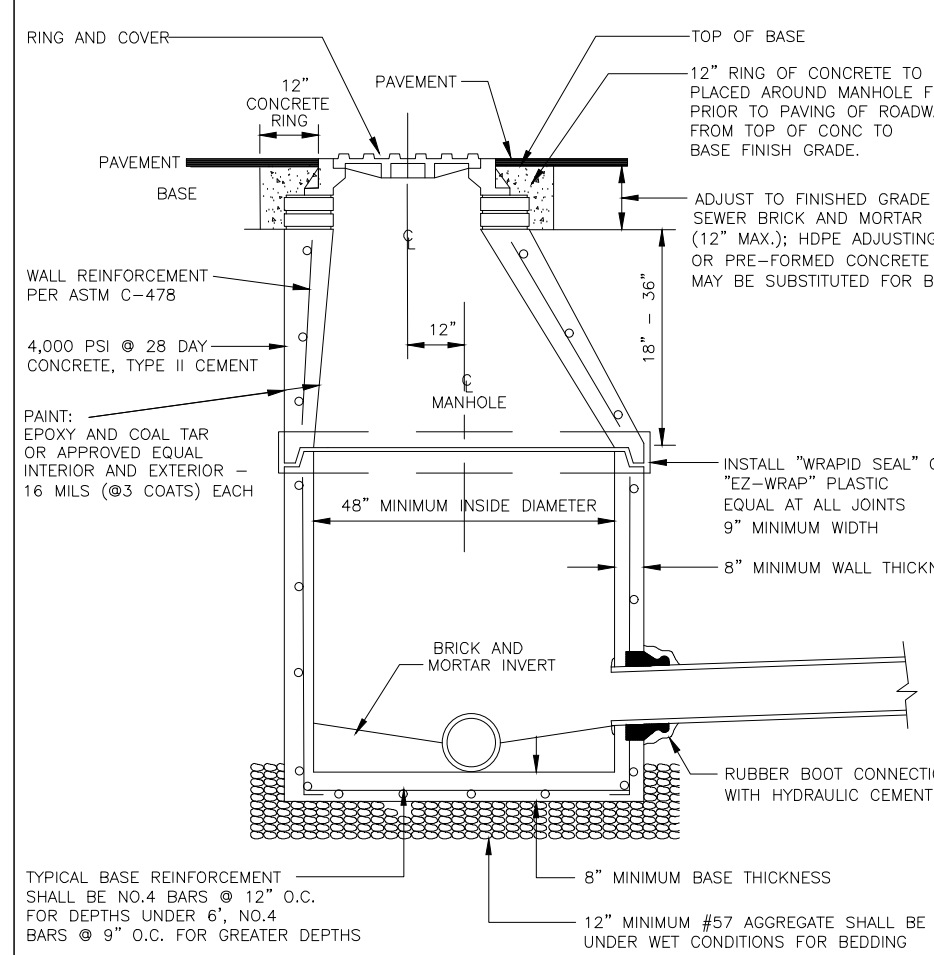
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7. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.3' AND MAXIMUM OF 0.5' ABOVE GRADE ELEVATION IN UNPAVED AREAS.
8. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "PORT ORANGE SANITARY SEWER" CAST INTO THEM.
9. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
10. NO BUG HOLES OR HONEYCOMBS WILL BE ACCEPTED.
11. INDIVIDUAL SANITARY SERVICE ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES. THE SERVICE CONNECTION WILL BE BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
12. RUBBER BOOTS WITH 316 STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES. COMPLETELY COVER RUBBER BOOTS AT OUTSIDE CONNECTION AND SEAL INSIDE PROTRUSION WITH HYDRAULIC CEMENT.
13. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
- TESTING:**
1. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE.
2. TO ENSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY, TESTS SHALL BE DONE 12" ABOVE THE PIPE AND THEN AT 12" VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED.
3. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS OF THE MAXIMUM DENSITY BASED ON ASTM D-1557 MODIFIED PROCTOR TEST.
4. TEST RESULTS SHALL BE SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
- CLOSE-OUT:**
1. ALL SEWER MAINS, PRIOR TO FINAL ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE RELEASED AND SUBMITTED TO THE CITY USING A "PAN AND TILT CAMERA" WITH DEPTH GAUGE IN FRONT OF THE CAMERA BY A CITY APPROVED CONTRACTOR. THE CAMERA SHALL RUN FROM DOWN STREAM MANHOLE TO UP STREAM MANHOLE. CITY INSPECTOR SHALL BE NOTIFIED IN ADVANCE AND BE PRESENT DURING THE TELEVISION OF THE SEWER SYSTEM. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE VIDEO SUBMISSION TO THE CITY 48 HOURS PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. THE CITY MAY REQUIRE ADDITIONAL VIDEO TAPING, VIDEO TAPING OF LATERALS, AND/OR INFILTRATION/EXFILTRATION TESTS IF DEFECTS ARE APPARENT OR WORKMANSHIP IS QUESTIONABLE. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.

7. WET WELL CONSTRUCTION SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH A.S.T.M. C-76, 4,000 PSI AT 28 DAYS. ALTERNATE CONSTRUCTION SHALL BE PRECAST MONOLITHIC WITH BASE SLAB IN ACCORDANCE WITH ASTM C-478.
8. LIFT STATION AND THE LAST MANHOLE CONNECTING TO THE WET WELL SHALL BE FIBERGLASS UNFIBRED, AGRI-SURE GIMP 15MM STUD HEIGHT, PI YELLOW, 3.0 MIN THICKNESS, OR OTHER MATERIAL AS APPROVED BY THE CITY OF PORT ORANGE.
9. PIPE AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
10. ALL DISCHARGE FITTINGS TO BE PVC INSTALLED JOINT.
11. ALL SEWER LINES ENTERING AND EXITING MANHOLES SHALL BE SEALED UTILIZING RUBBER BOOTS WITH 316 STAINLESS STEEL STRAP AND COVERED WITH HYDRAULIC CEMENT OR OTHER CITY APPROVED INFILTRATION LIMITING METHOD.
12. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF PORT ORANGE (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
13. NO SPICES OR UNION BOXES ARE ALLOWED FOR WALL FIGHT CORO INSTALLATION.
14. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
15. ALL LIFT STATION WIRING SHALL BE STANDARD COPPER. THREE PHASE POWER AND MOTORS REQUIRED.
16. DEMARCATION PANEL REQUIRED FOR ALL CONNECTIONS INTO WET WELL.
17. EMERGENCY "HIGH LEVEL" WET WELL SOLID ALARM LIGHT REQUIRED. NO HOON OR AUDIBLE ALARM REQUIRED.
18. EMERGENCY ELECTRICAL RECEPTACLE REQUIRED TO BE INSTALLED ON ELECTRICAL EQUIPMENT BACK.
19. DEVELOPER/CONTRACTOR TO PAY ALL INITIAL ELECTRICAL CONNECTION CHARGES, ETC. ON THE DAY OF FINAL ACCEPTANCE BY THE CITY. ALL FUTURE MONTHLY ELECTRICAL BILLS TO BE TAKEN OVER BY THE CITY OF PORT ORANGE PUBLIC UTILITIES DEPT. PLEASE CONTACT THE PUBLIC UTILITIES DEPARTMENT AT (386) 506-5750 TO TRANSFER POWER BILL OVER TO THE CITY.
20. LIFT STATION ENCLOSURE SHALL BE 8" HIGH BLACK PLASTIC COATED CHAIN LINK FENCE, WOODEN SHADOW BOX FENCE, OR MASONRY WALL AS APPROVED BY THE CITY OF PORT ORANGE COMMUNITY DEVELOPMENT DEPARTMENT. THE MASONRY WALL SHALL BE IN COMPLIANCE WITH THE ARCHITECTURAL AND LANDSCAPE REQUIREMENTS OF THE LOC. ANY SPECIAL FENCING APPROVED AND INSTALLED SHALL BE MAINTAINED BY THE PRIVATE ENTITY RESPONSIBLE. THE ENCLOSURE SHALL BE INSTALLED WITH A MINIMUM OF 36" CLEARANCE FROM ALL ELECTRICAL / MECHANICAL EQUIPMENT.
21. ALL GROUND SURROUNDING THE LIFT STATION MUST BE GRADED IN 80% STONE. FINAL ACCEPTANCE OF THE LIFT STATION WILL NOT BE GIVEN UNTIL EFFECTIVE DROSGO AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED.
22. LIFT STATION INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR 48 HOURS IN ADVANCE. IF DETERMINED BY THE CITY'S INSPECTOR THAT ALL WORK IS COMPLETE AND READY, THE CONTRACTOR MAY SCHEDULE THE STATION START-UP.
23. THE CONTRACTOR WILL NOTIFY, AT A MINIMUM, THE CITY UTILITIES ENGINEER, ENGINEER OF RECORD, POWER COMPANY, REMOTE TELEPHONE PROVIDER, AND PUMP SUPPLIER OF THE OFFICIAL START-UP DATE AND TIME.

- NOTES:**
1. COVER - 125 LBS.
 2. RING - 80 LBS.
 3. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B
 4. BL COVER AND USF 117 BASE BY US FOUNDRY & MFG. CORP., OR EQUAL
 5. GREASE INTERCEPT COVERS TO BE MARKED WITH "GREASE" INSTEAD OF "SANITARY SEWER"



	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED)	FILE NAME: S1.DOC
		DETAIL REF: S-1.5
		REV. 12/18

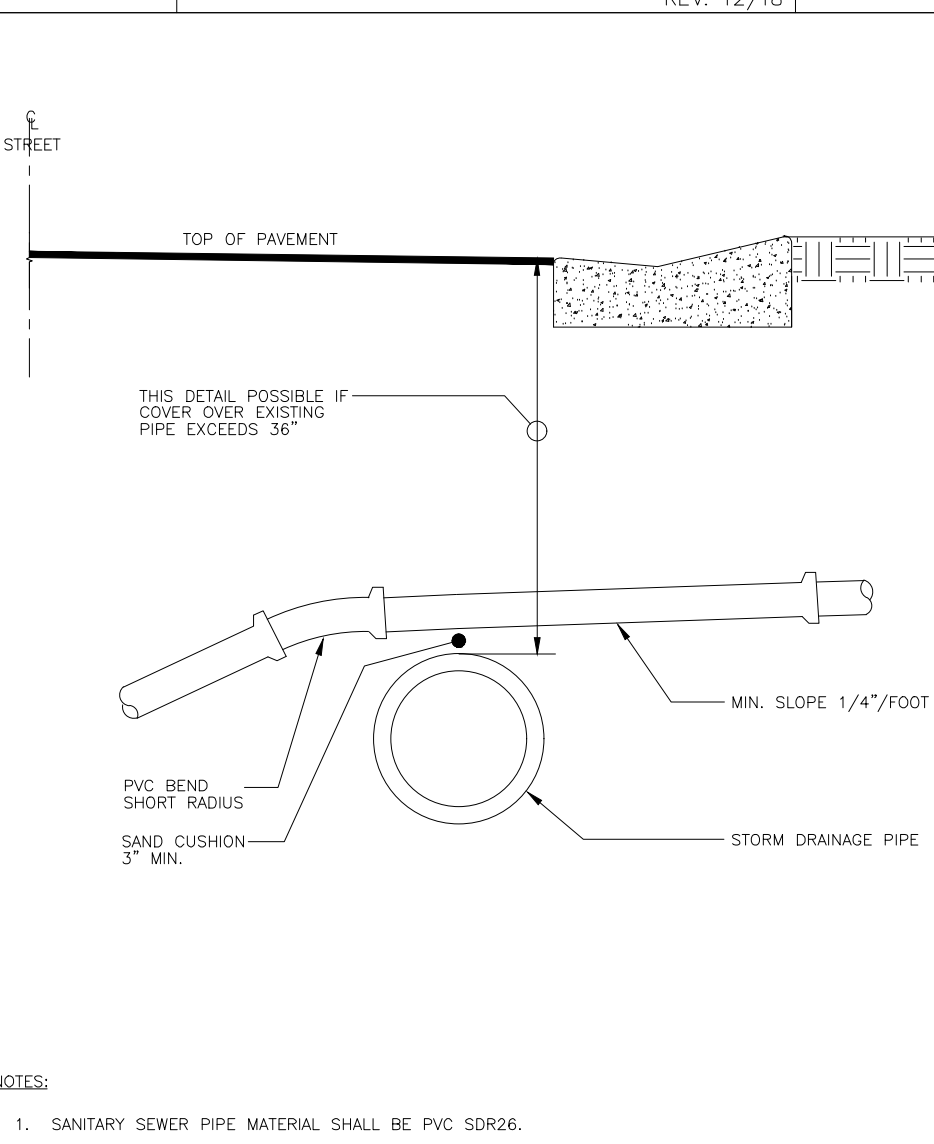
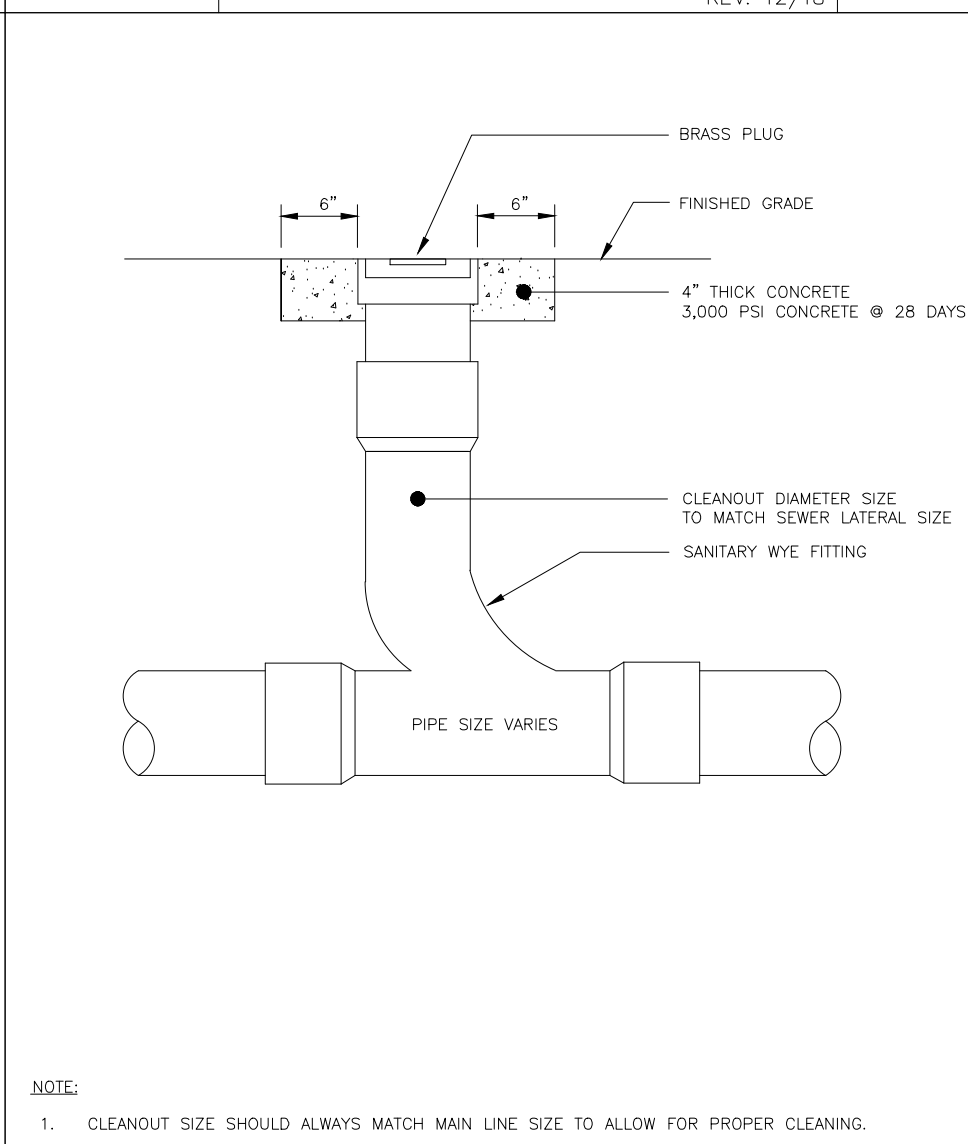
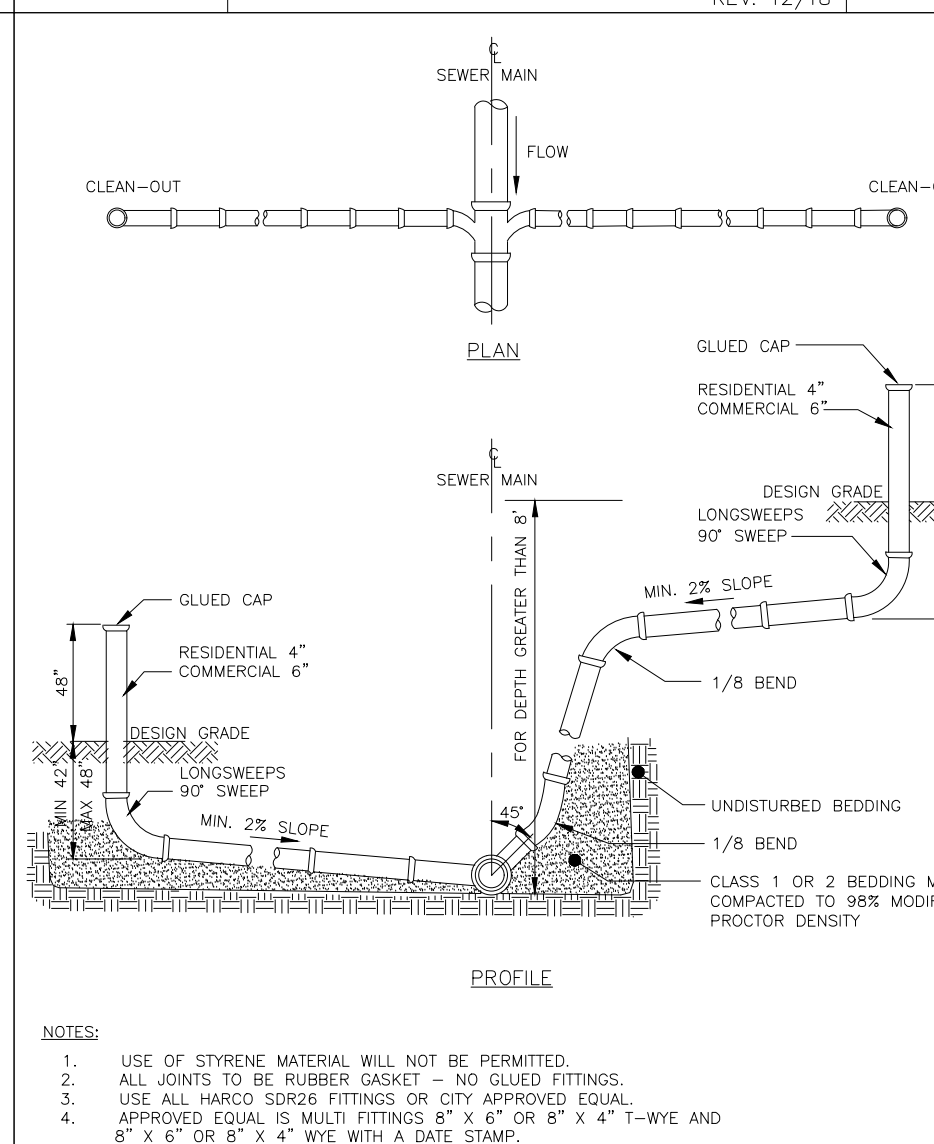
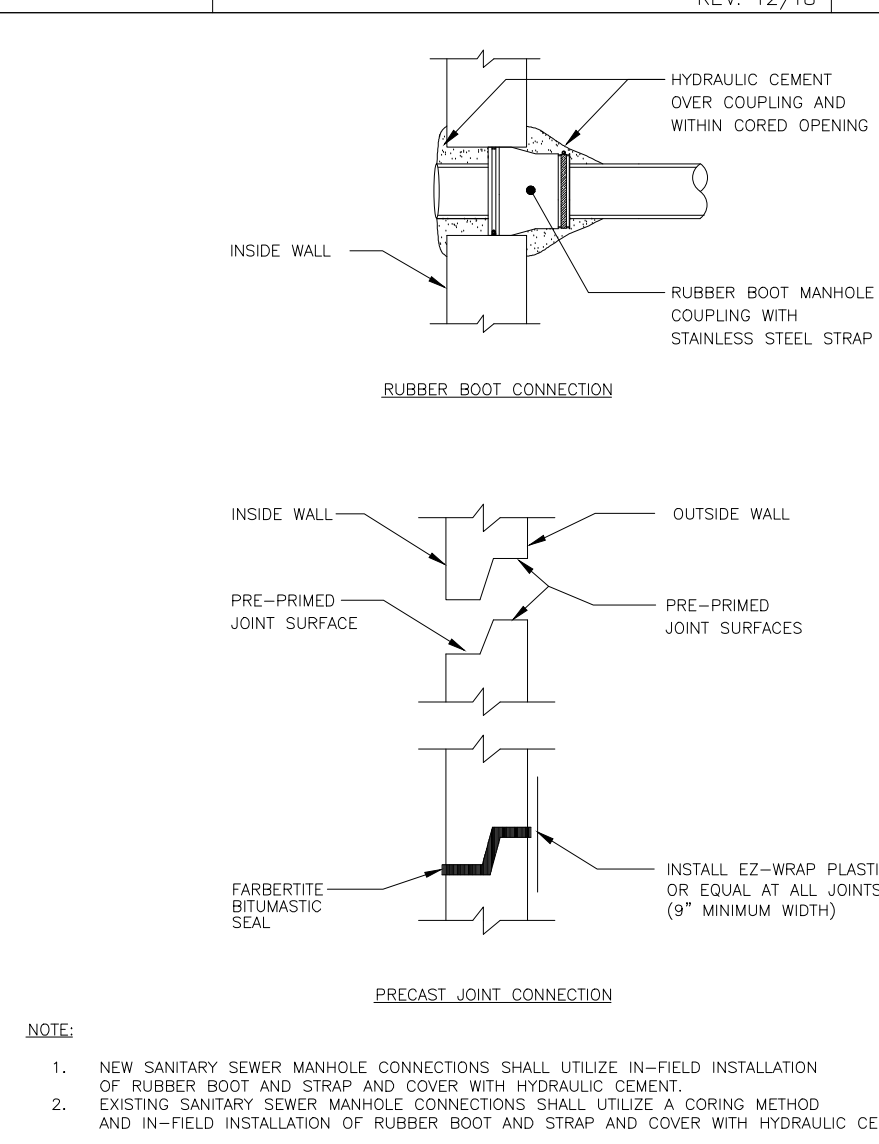
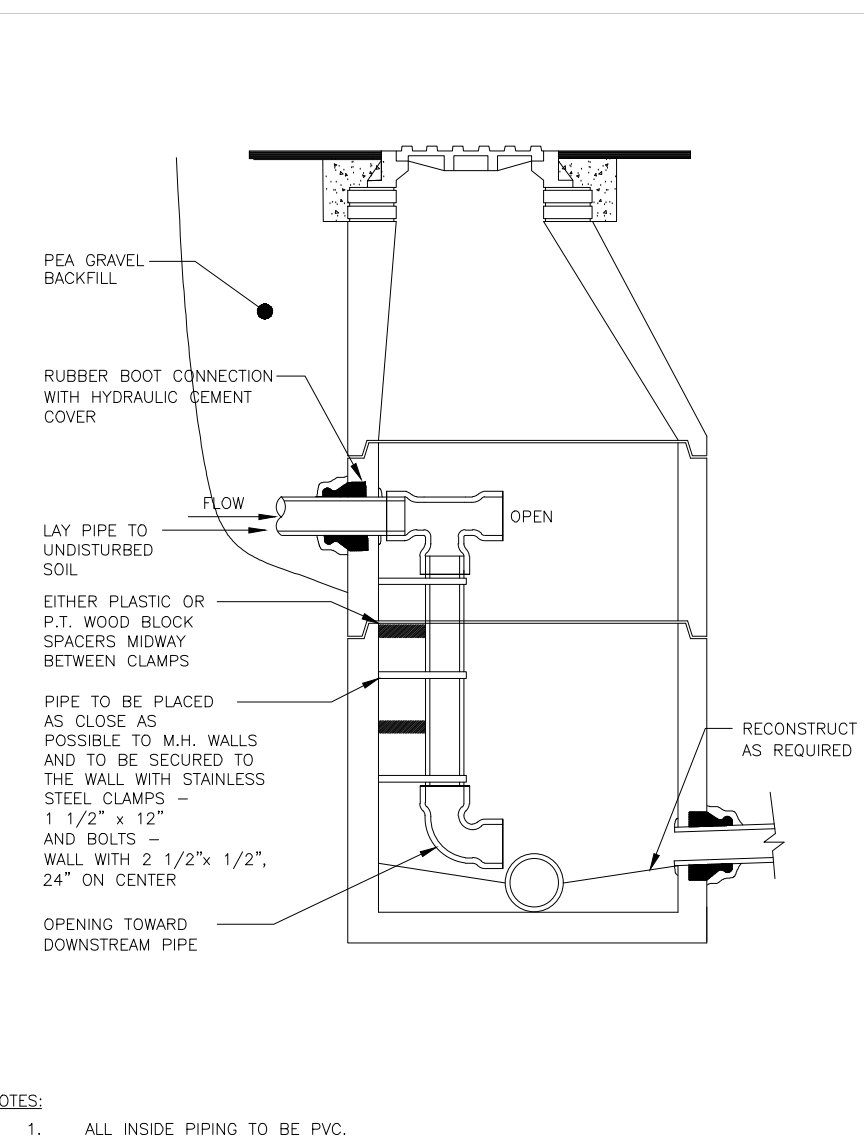
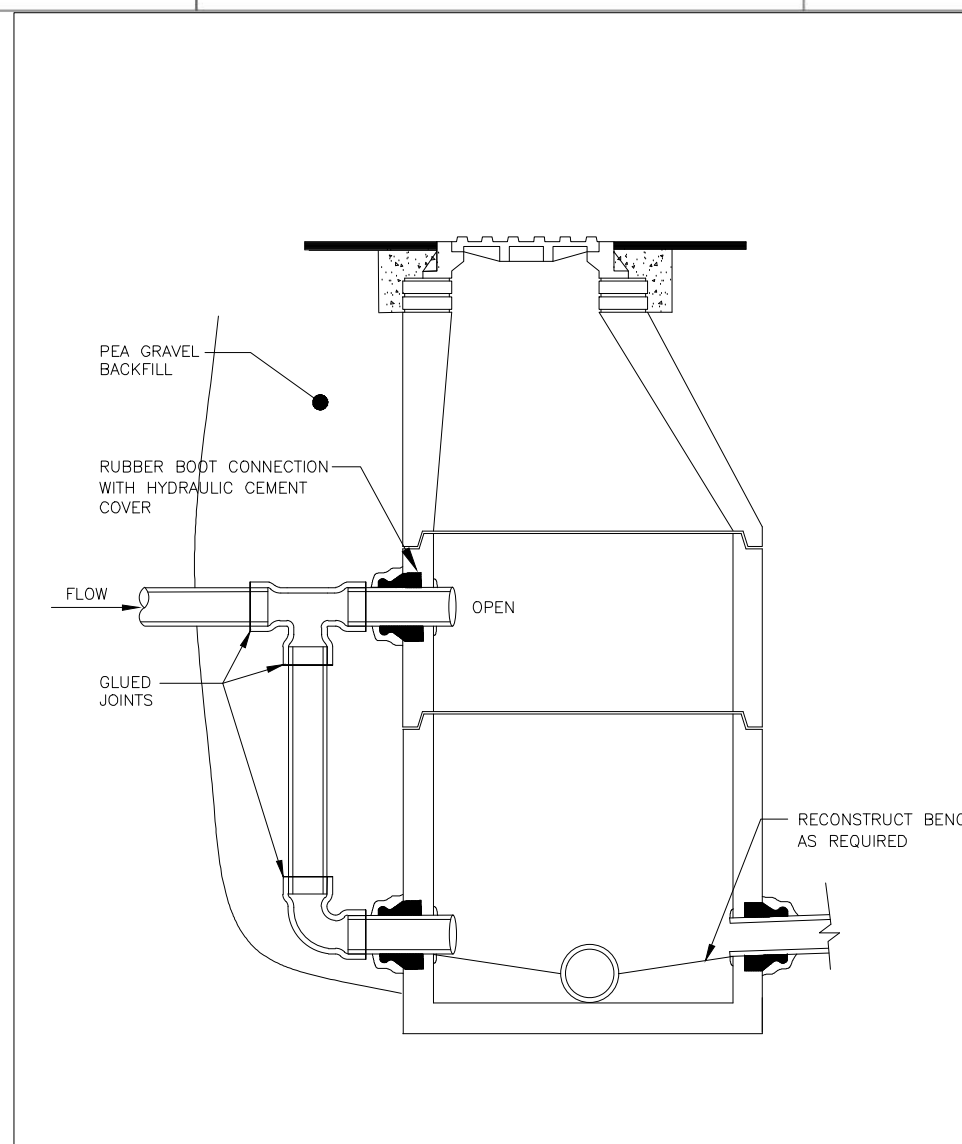
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		REV. 12/18

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER MANHOLE SINGLE COVER	FILE NAME: S4.DWG
		DETAIL REF: S-4
		REV. 12/18

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER STANDARD MANHOLE	FILE NAME: S6.DWG
		DETAIL REF: S-6
		REV. 12/18

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER SHALLOW MANHOLE (DEPTH 60" OR LESS)	FILE NAME: S7.DWG
		DETAIL REF: S-7
		REV. 12/18

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER OUTSIDE DROP MANHOLE	FILE NAME: S8.DWG
		DETAIL REF: S-8
		REV. 12/18



	STANDARD CONSTRUCTION DETAIL SANITARY SEWER OUTSIDE DROP MANHOLE - RETROFIT	FILE NAME: S8.DWG
		DETAIL REF: S-8.1
		REV. 12/18

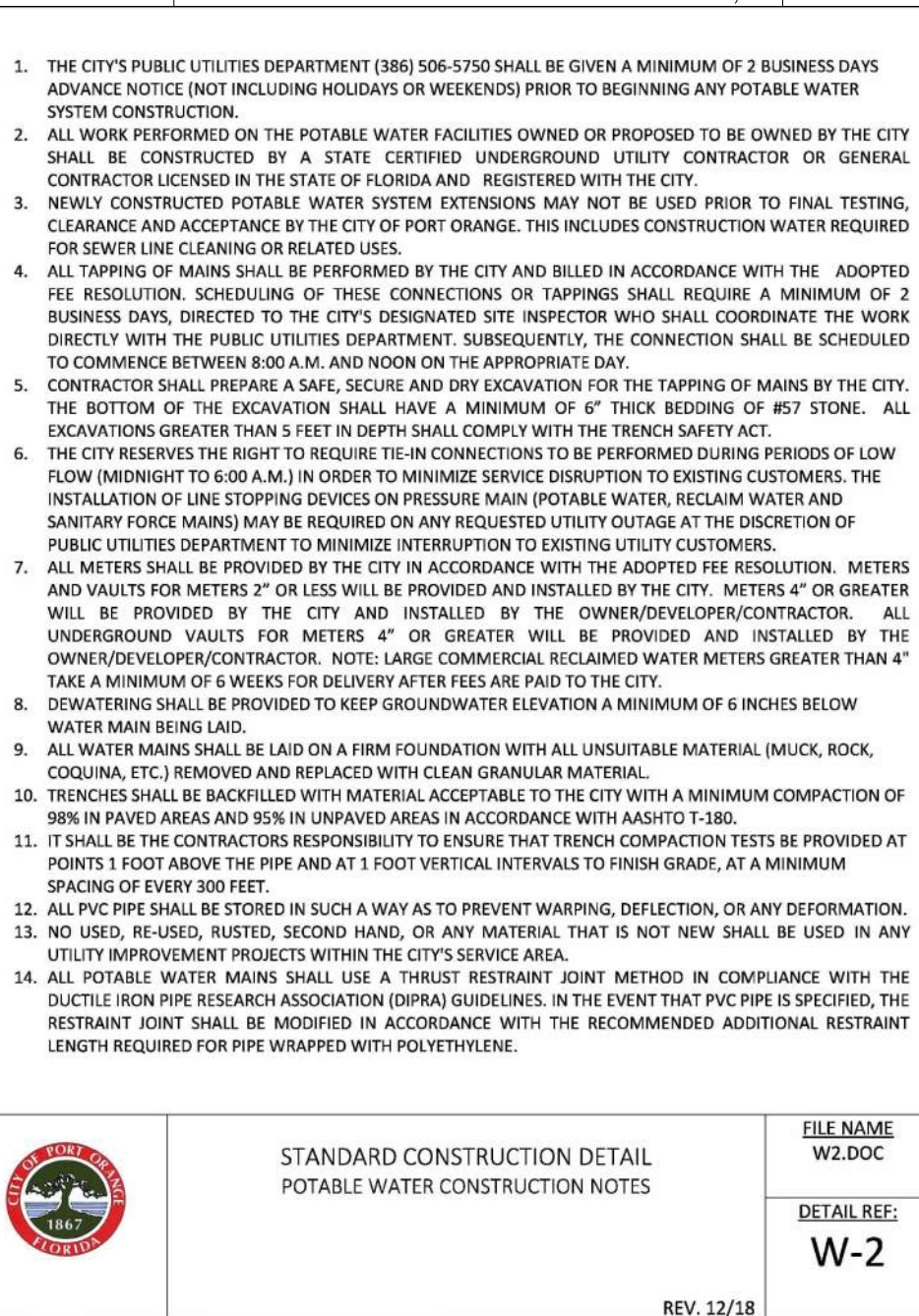
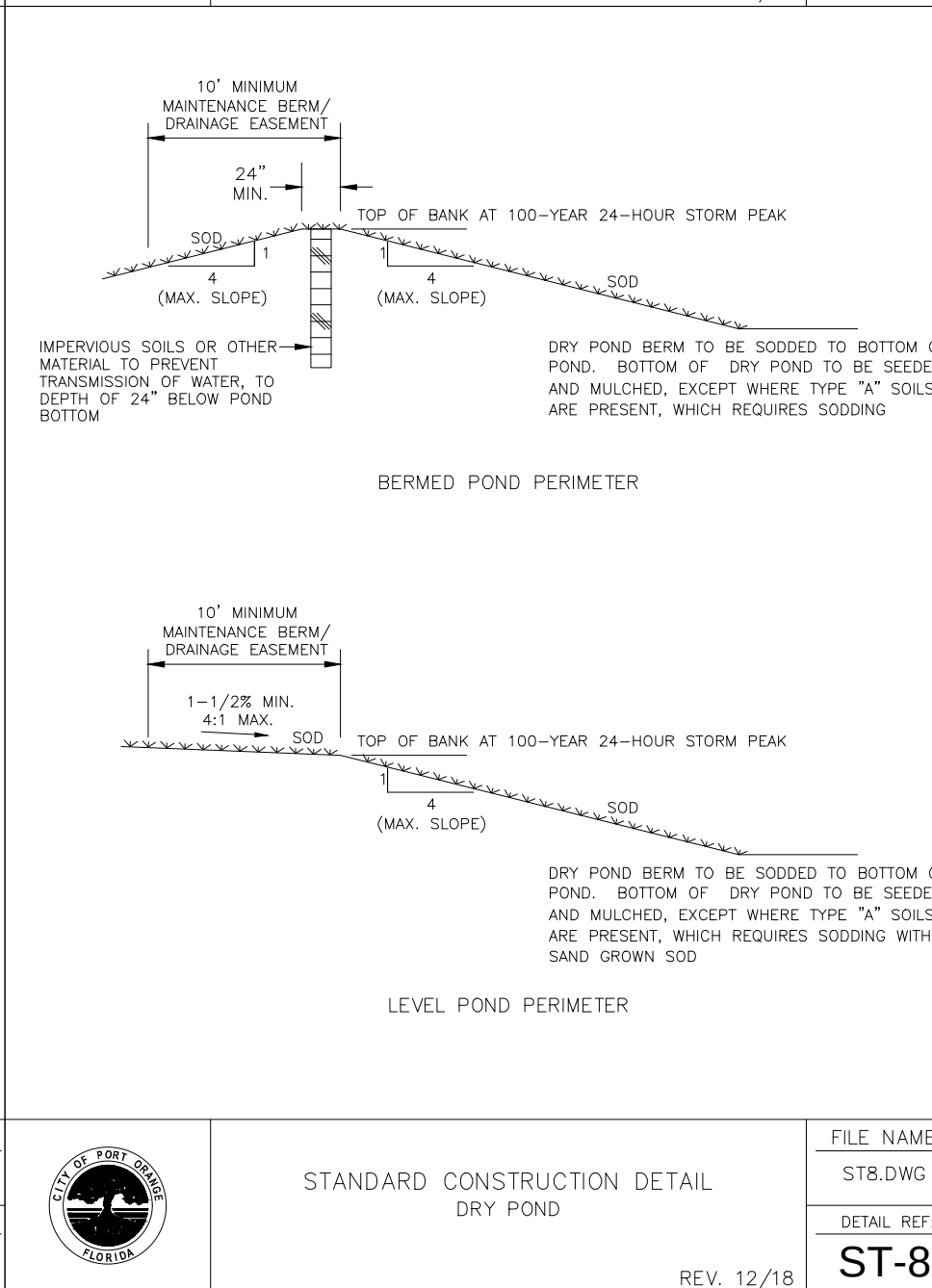
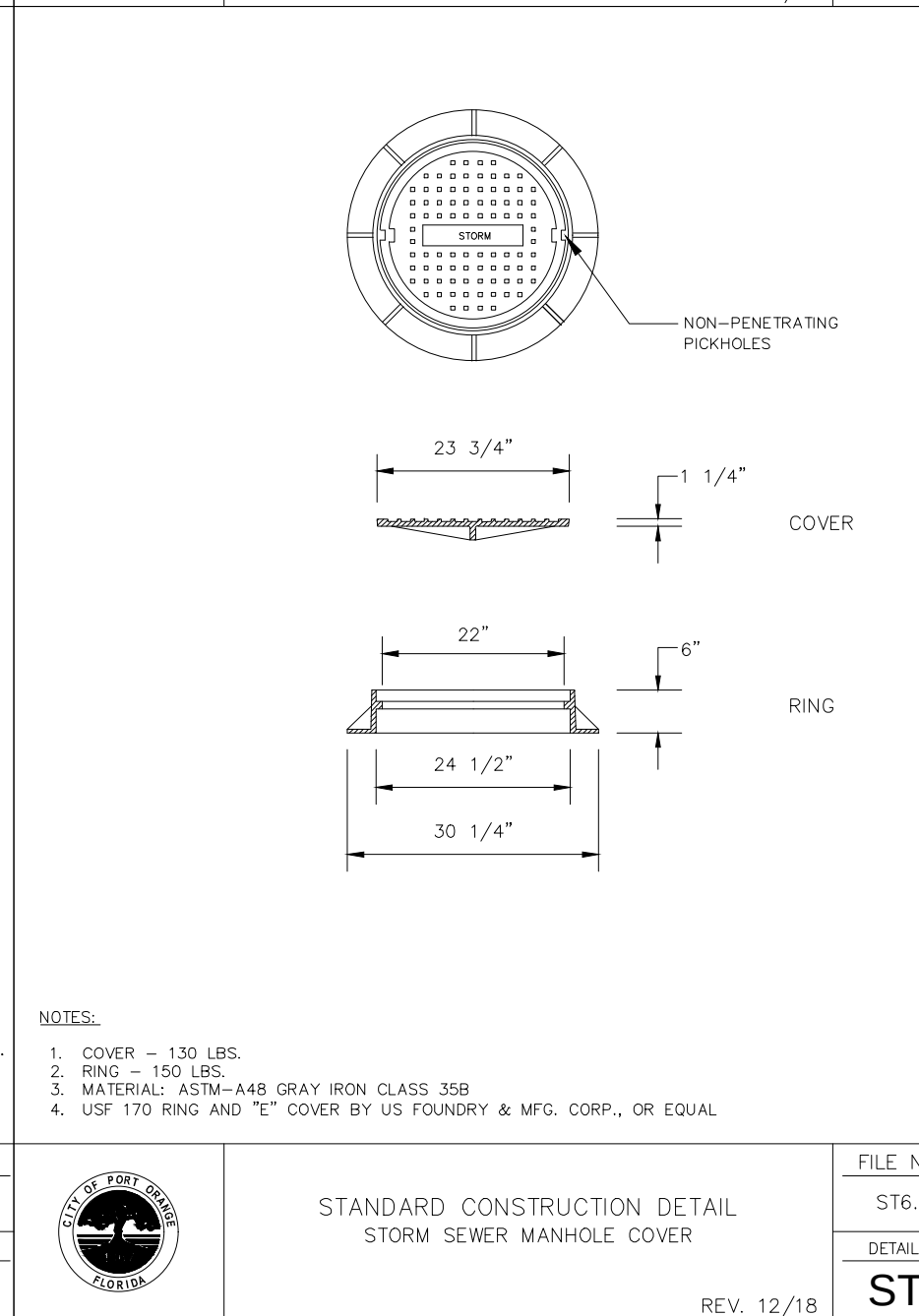
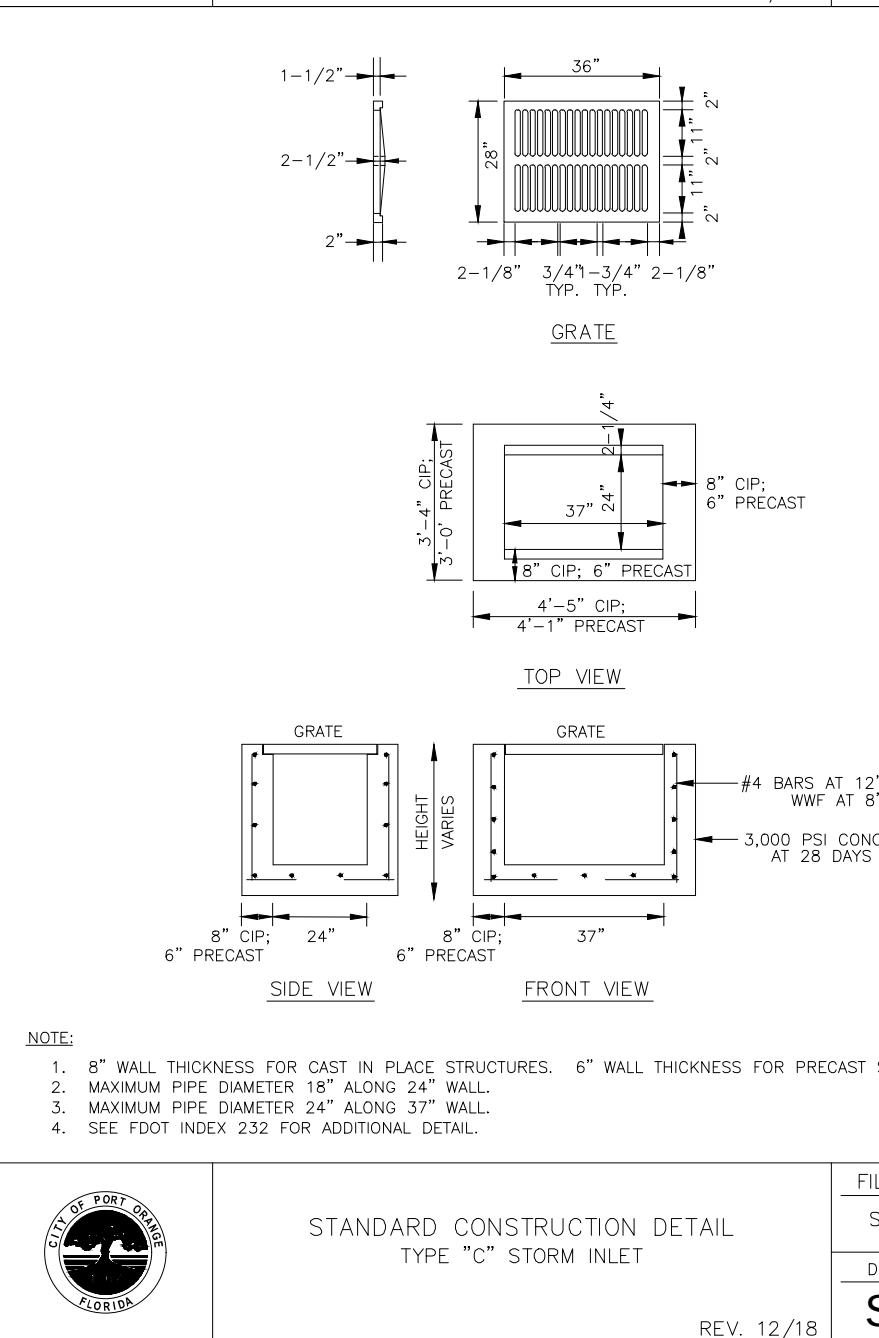
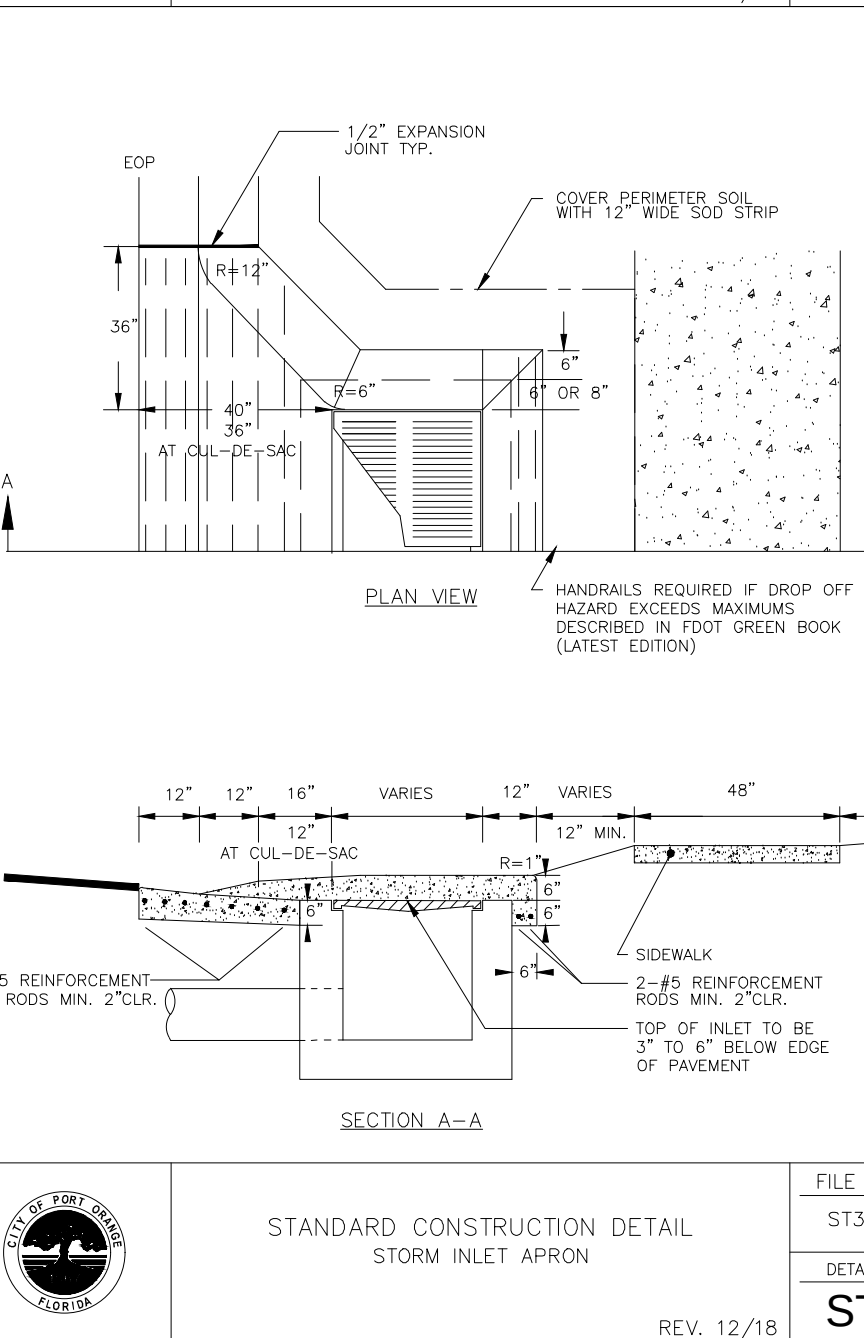
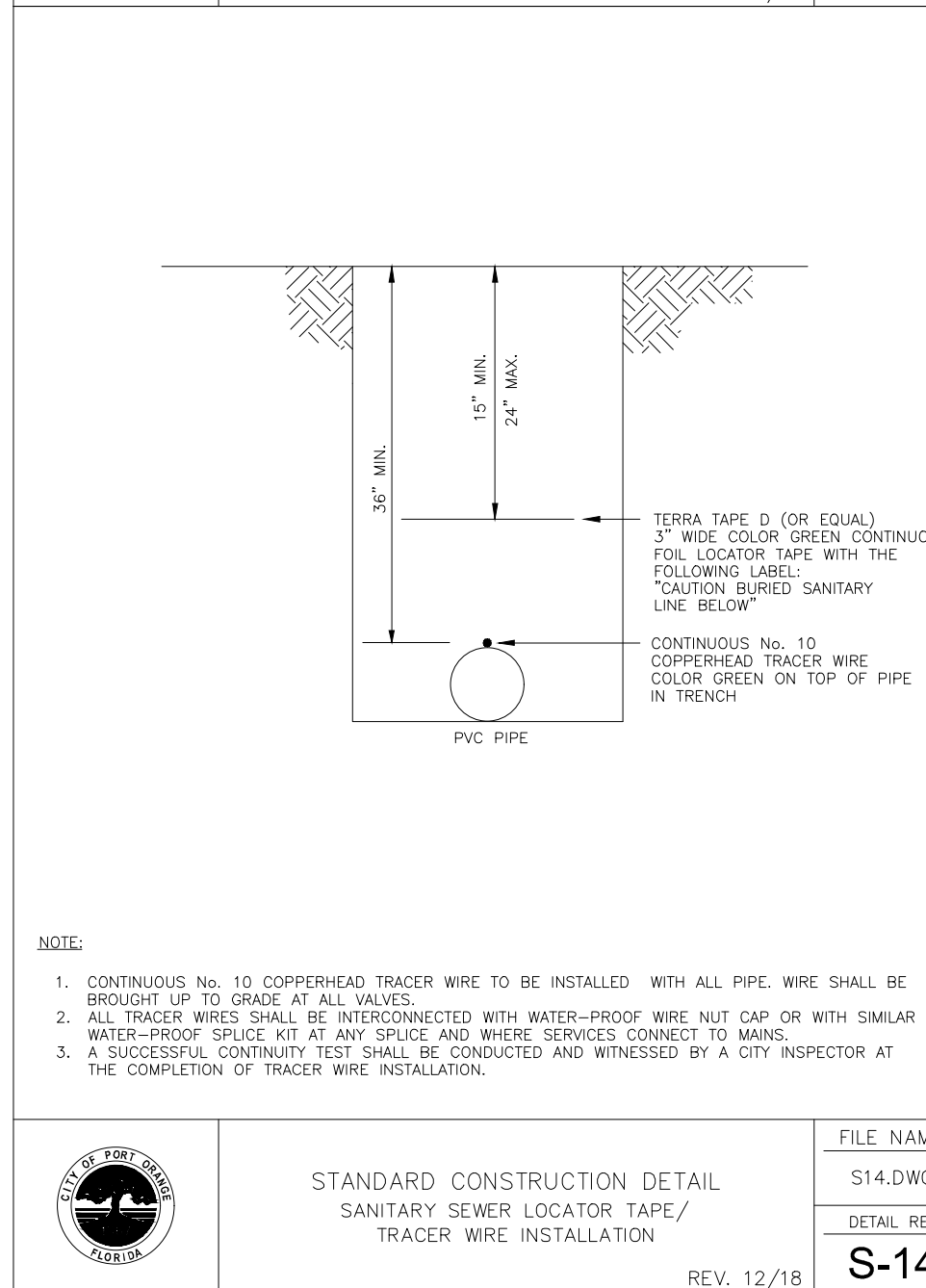
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		DETAIL REF: S-10
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	STANDARD CONSTRUCTION DETAIL SANITARY SEWER SERVICE LATERALS	FILE NAME: S11.DWG
		DETAIL REF: S-11
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	STANDARD CONSTRUCTION DETAIL SANITARY SEWER SERVICE CLEANOUT	FILE NAME: S12.DWG
		DETAIL REF: S-12
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	STANDARD CONSTRUCTION DETAIL SANITARY SEWER LATERALS AND STORM CROSSING	FILE NAME: S13.DWG
		DETAIL REF: S-13
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	STANDARD CONSTRUCTION DETAIL SANITARY SEWER LOCATOR TAPE/ TRACER WIRE INSTALLATION	FILE NAME: S14.DWG
		DETAIL REF: S-14
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	STANDARD CONSTRUCTION DETAIL STORM INLET APRON	FILE NAME: ST3.DWG
		DETAIL REF: ST-3
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	STANDARD CONSTRUCTION DETAIL TYPE "C" STORM INLET	FILE NAME: ST4.DWG
		DETAIL REF: ST-4
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	STANDARD CONSTRUCTION DETAIL STORM SEWER MANHOLE COVER	FILE NAME: ST6.DWG
		DETAIL REF: ST-6
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	STANDARD CONSTRUCTION DETAIL DRY POND	FILE NAME: ST8.DWG
		DETAIL REF: ST-8
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	STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES	FILE NAME: W2.DOC
		DETAIL REF: W-2
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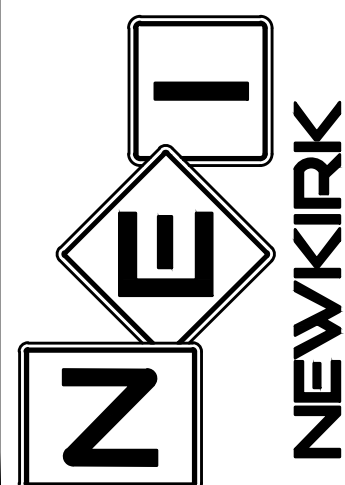
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8/26/22	CITY COMMENTS

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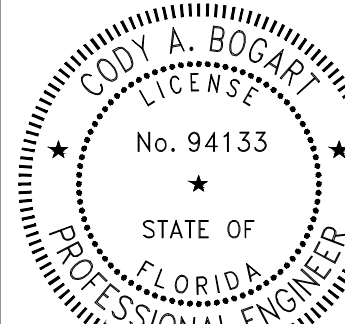
Civil Engineering,
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CITY OF PORT ORANGE
DETAILS AND NOTES
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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15. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610 FAC AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.
16. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"x4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCATED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
17. ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
18. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
19. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO UPON SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
20. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
21. ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
22. THE PHYSICAL TAKINGS OF WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE DONE BY THE CITY'S LABORATORY PERSONNEL. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST TWO BUSINESS DAY PRIOR TO NEEDING SAMPLES TAKEN TO COORDINATE WITH THE LABORATORY. ALL SAMPLING FORMS WILL BE COMPLETED BY THE CITY'S DESIGNATED LABORATORY PERSONNEL. THE CITY'S LABORATORY WILL CONDUCT THE TESTING IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE RESULTS WILL BE FORWARDED TO THE CONTRACTOR AND ENGINEER OF RECORD. IF THE INITIAL DISINFECTION OR OTHER RESULTS INDICATE UNACCEPTABLE WATER QUALITY, THE MAIN SHALL BE RE-FLUSHED, RE-SAMPLED AND RE-TESTED. IF CHECK SAMPLES FAIL TO PRODUCE ACCEPTABLE RESULTS, THE CYCLE WILL BE REPEATED (FLUSH, CHLORINATE, SAMPLE, TEST, AND RE-FLUSH, RE-SAMPLE, RE-TEST, AS NEEDED) UNTIL SATISFACTORY RESULTS ARE OBTAINED.

23. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE, THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (E.G. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE(S) INDICATE THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
24. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
25. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
26. ALL FIRE HYDRANTS SHALL BE LOCATED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHALL ALWAYS FACE THE STREET. 5 FEET MINIMUM RADIUS CLEAR AREA AROUND THE FIRE HYDRANT SHALL BE MAINTAINED.
27. ALL WATER SERVICES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
28. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.

FIRE HYDRANT (5 1/2" BARREL)		
MANUFACTURER	MODEL #	
AMERICAN AVK CO.	SERIES #2780	
AMERICAN DARLING	5" N" B-84-85	
CLOW	MEDALLION #F-2545 SS	
EJ GROUP, INC.	WATERMASTER 5 1/2" #SCD250	
KENNEDY	GUARDIAN K81-0	
MUELLER	A423 SUPER CENTURION 250	

AIR RELEASE VALVES	
MANUFACTURER	MODEL #
VENT-O-MAT	RBX 2521

GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER (VALVE WEDGE TO BE COMPLETE ENCLOSED WITH EPDM RUBBER)

MANUFACTURER	MODEL #
AMERICAN AVK CO.	SERIES 3, 18, 25, 45, 55, & 66
AMERICAN FLOW CONTROL	SERIES 2590
CLOW	MODEL 2638 AND 2639
KENNEDY	C509, C515
MUELLER	A-2360, A-2361, T-2360 & T-2361



STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES (CONTINUED)

FILE NAME:
W2.DOC
DETAIL REF:
W-2.1
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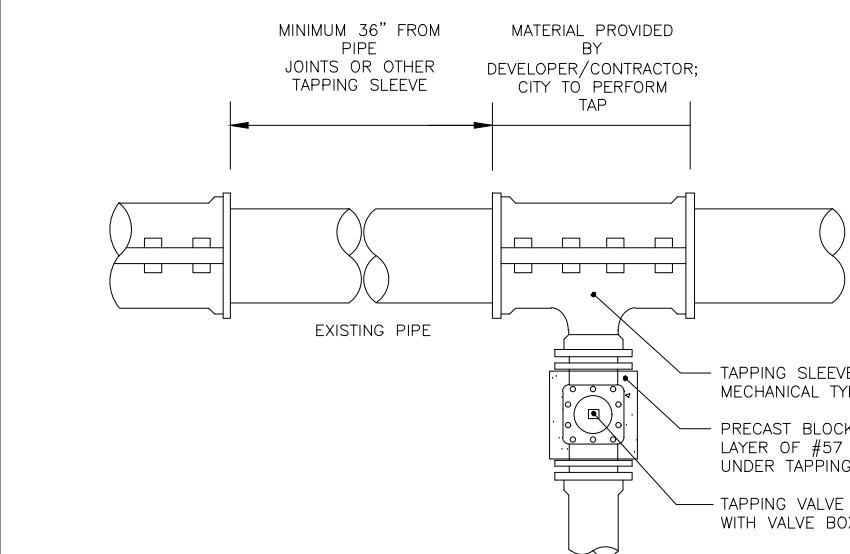
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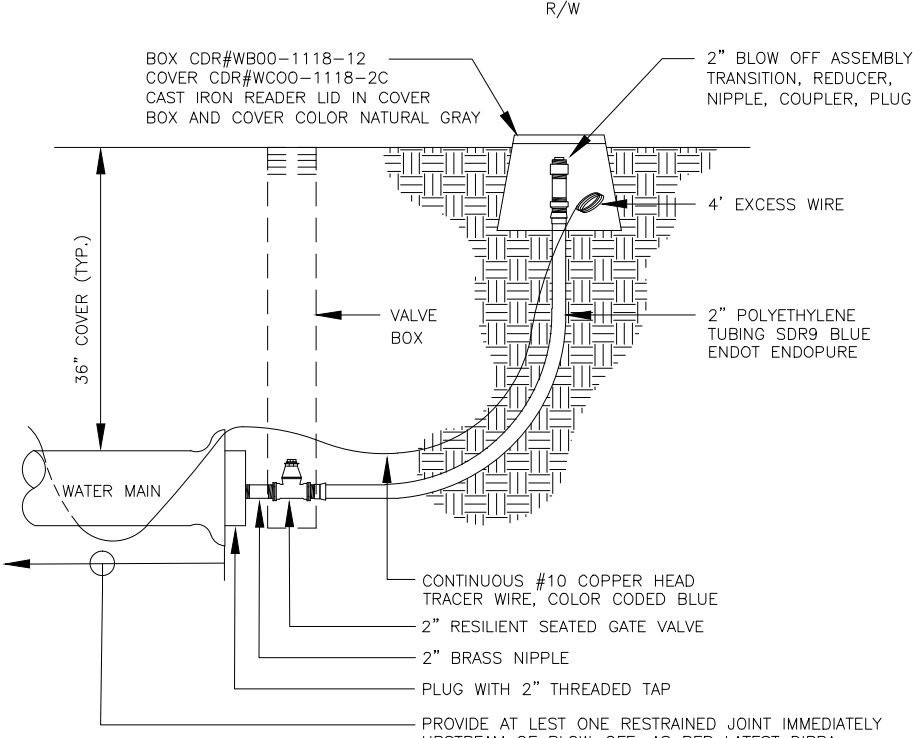


STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS

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- NOTES:
- TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER/CONTRACTOR.
 - EXCAVATIONS FOR TAPPING WORK TO BE SAFE, SECURE AND DRY WITH 6" THICK (MIN.) LAYER OF #57 STONE AT BOTTOM.
 - CITY ALLOWS ONLY 1", 2", 4", 6", 8", 10" AND 12" TAPS.
 - REQUIRED RESTRAINED JOINTS TO BE INSTALLED – THRUST BLOCKS ARE NOT PERMITTED.
 - EPOXY COATED STEEL, STAINLESS STEEL, SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
 - ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ALLOWED ON BLOW-OFFS ONLY.



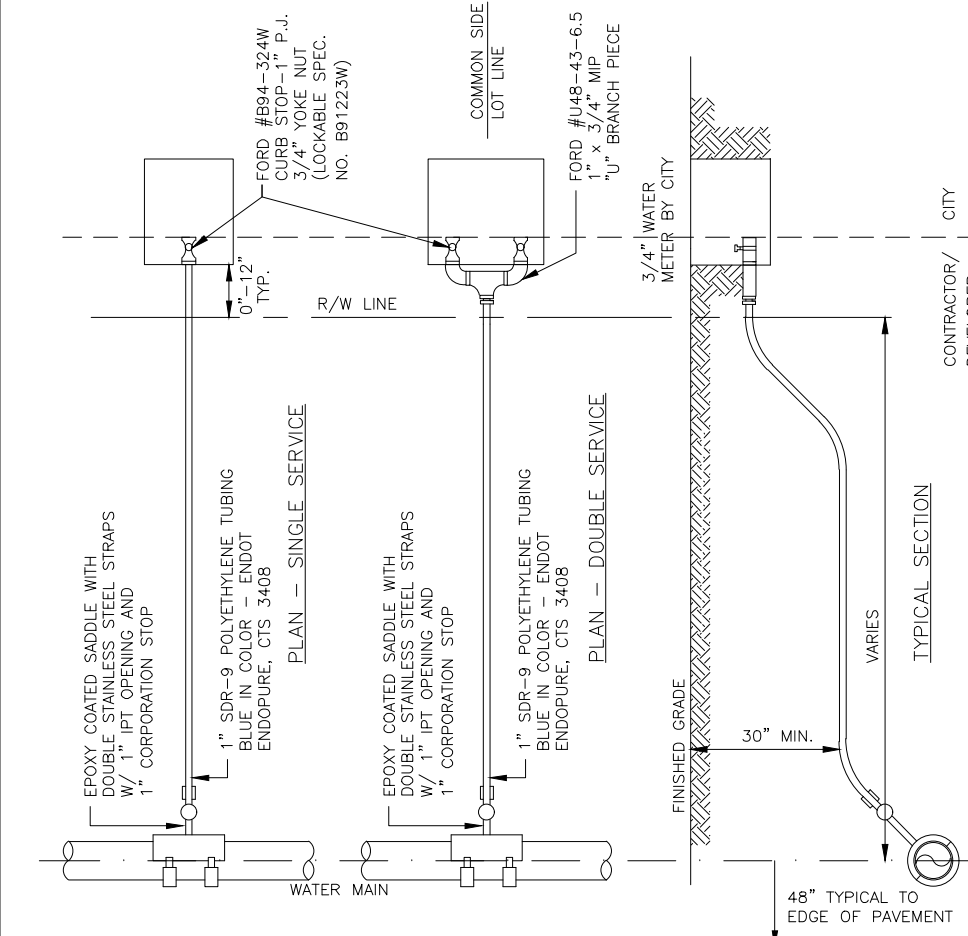
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STANDARD CONSTRUCTION DETAIL FIRE HYDRANT ASSEMBLY

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- NOTE:
- ALL VALVES SHALL BE FULL PORT.
 - DEVELOPER SHALL PROVIDE AND INSTALL BULLET LOCKS ON ALL VALVES PRIOR TO FINAL ACCEPTANCE.
 - POLYETHYLENE SHALL BE CONTINUOUS WITH NO COUPLINGS.

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STANDARD CONSTRUCTION DETAIL MAIN INSTALLATION BETWEEN DRAINAGE INLET AND SIDEWALK

FILE NAME:
W24.DWG
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STANDARD CONSTRUCTION DETAIL 3/4"-1" METER SIZES POTABLE WATER SERVICE CONNECTION

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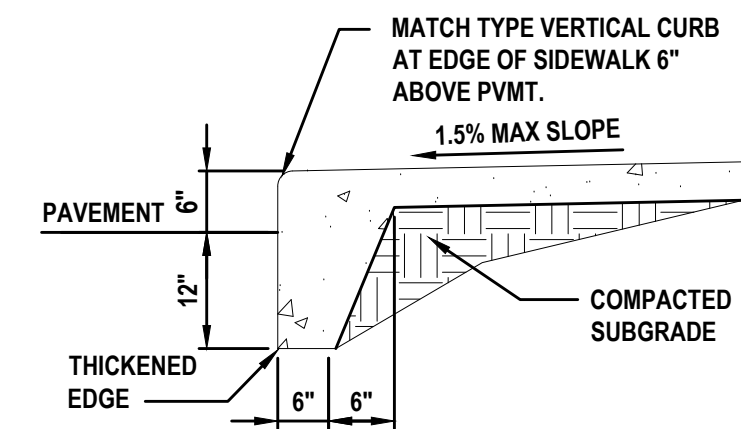
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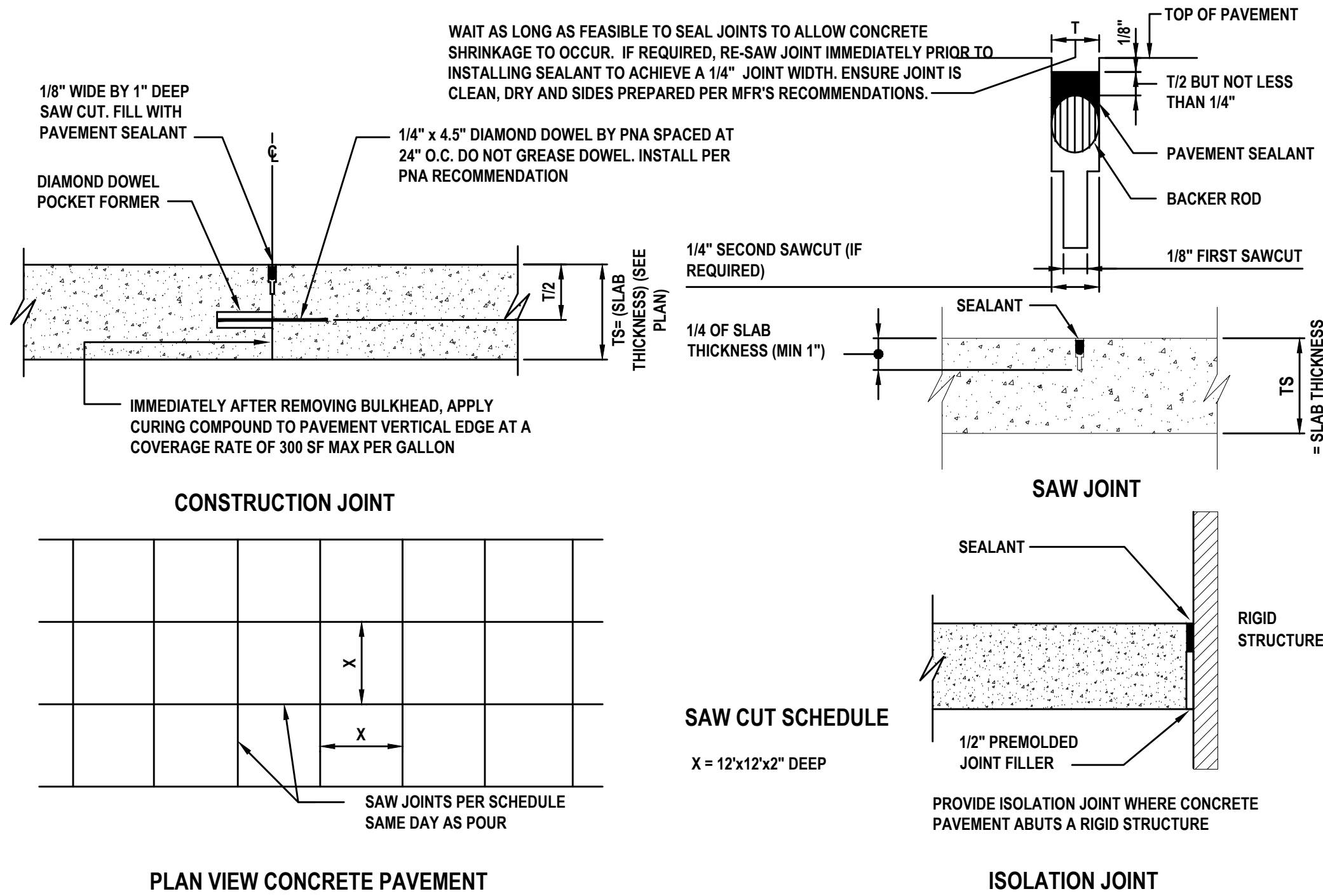




SEE CITY OF PORT ORANGE SIDEWALK DETAILS, SHEET No. 39

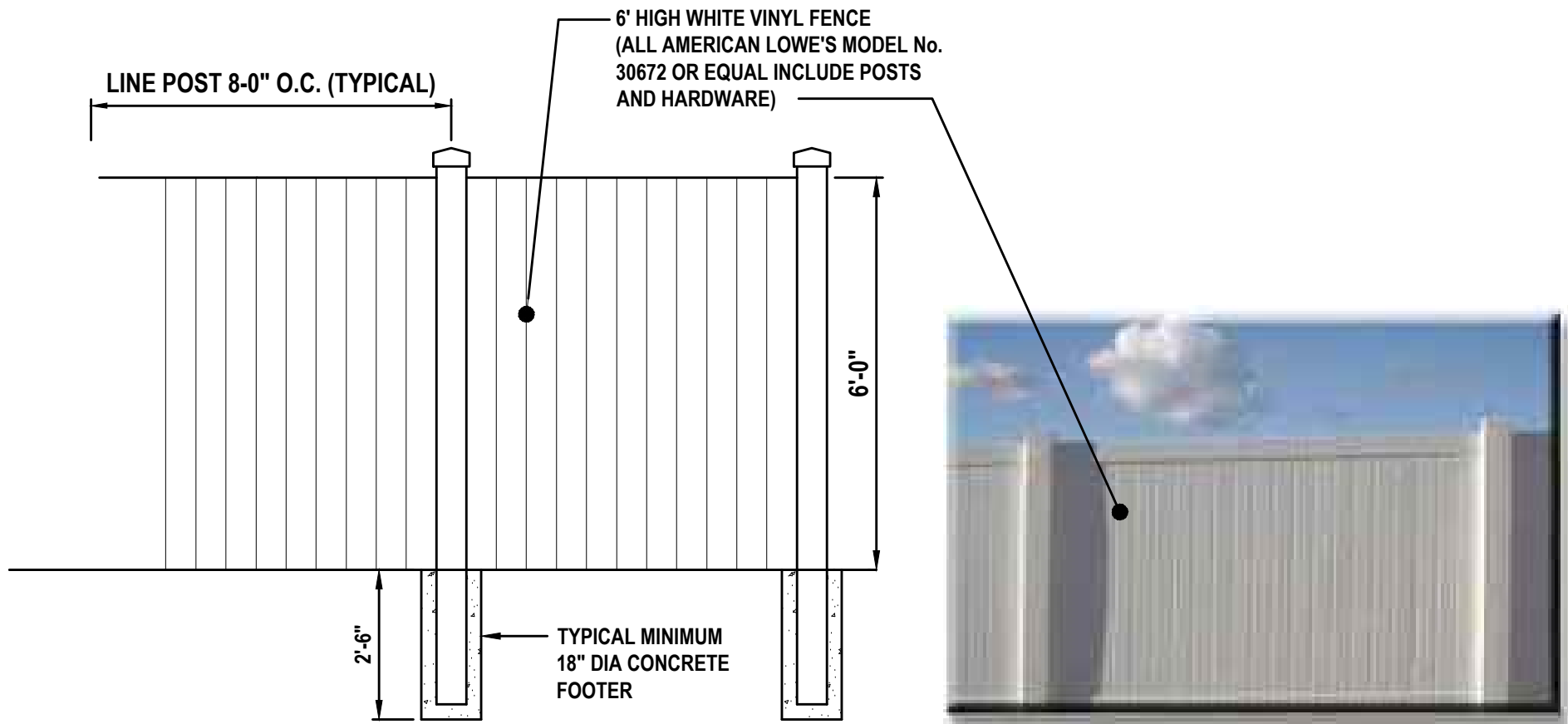
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CONCRETE PAVEMENT JOINT DETAILS

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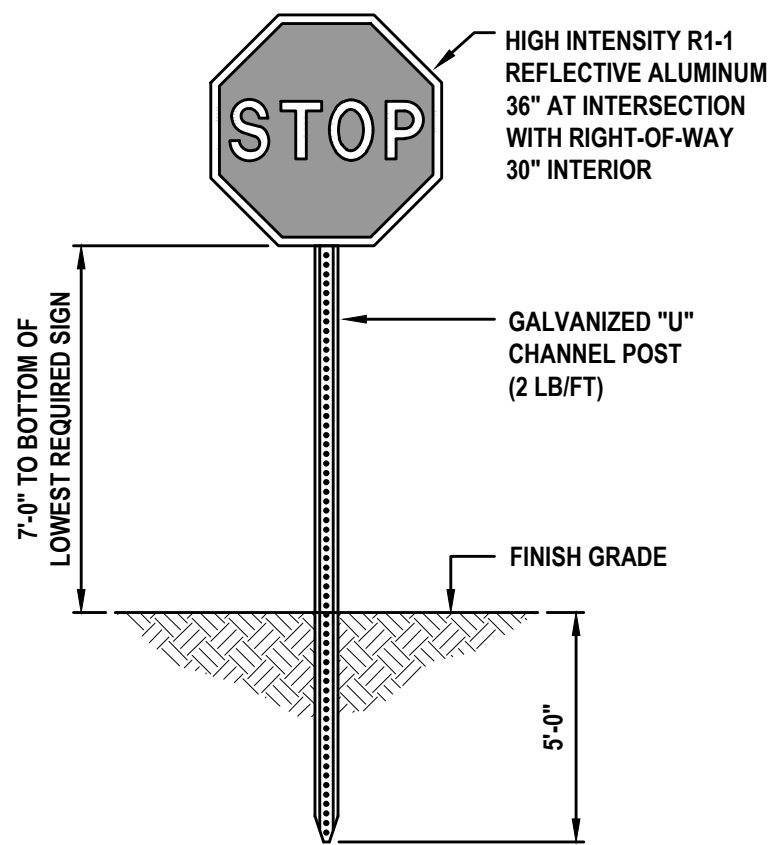
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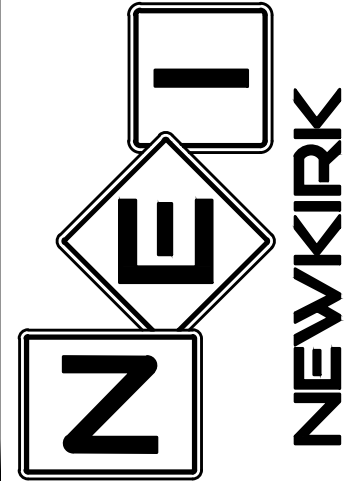
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REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

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MISCELLANEOUS DETAILS

AND NOTES

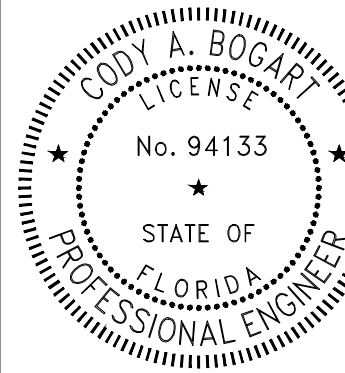
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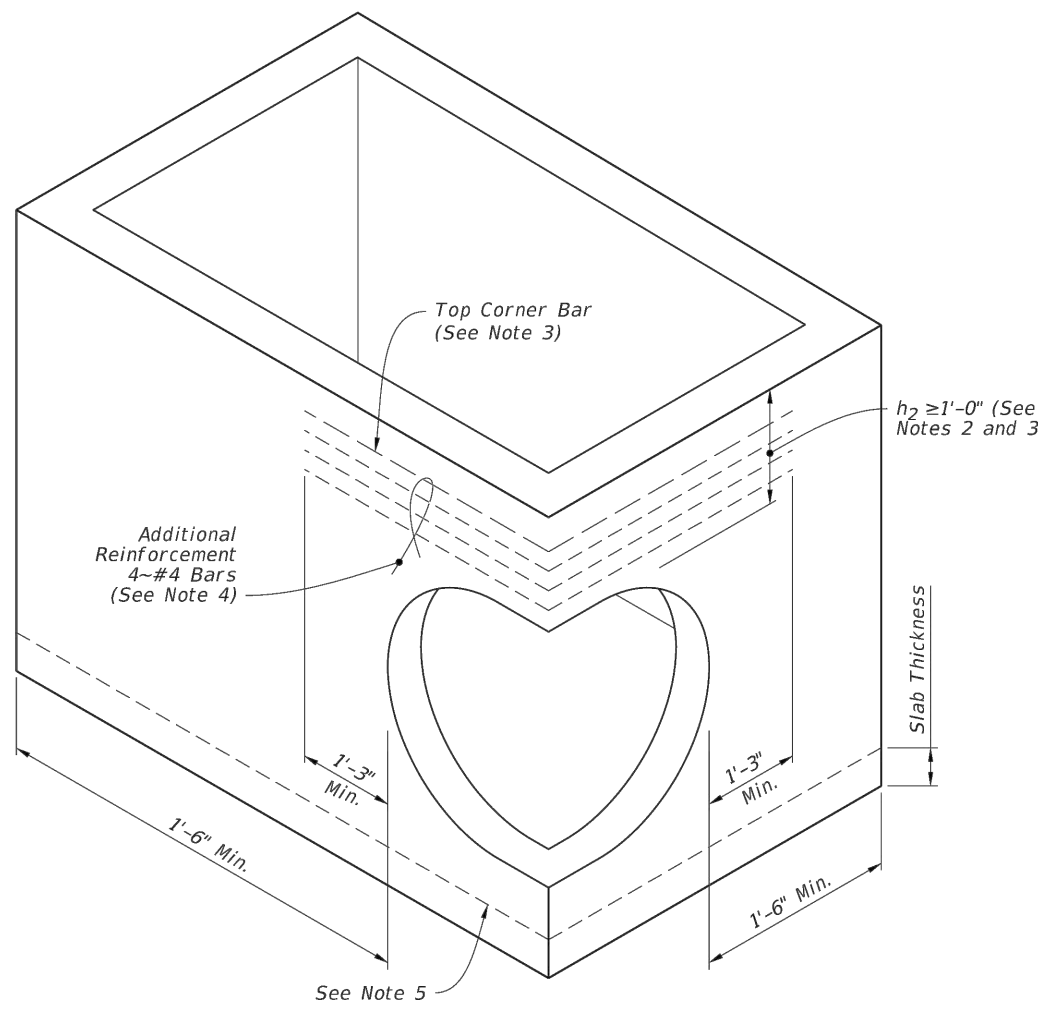


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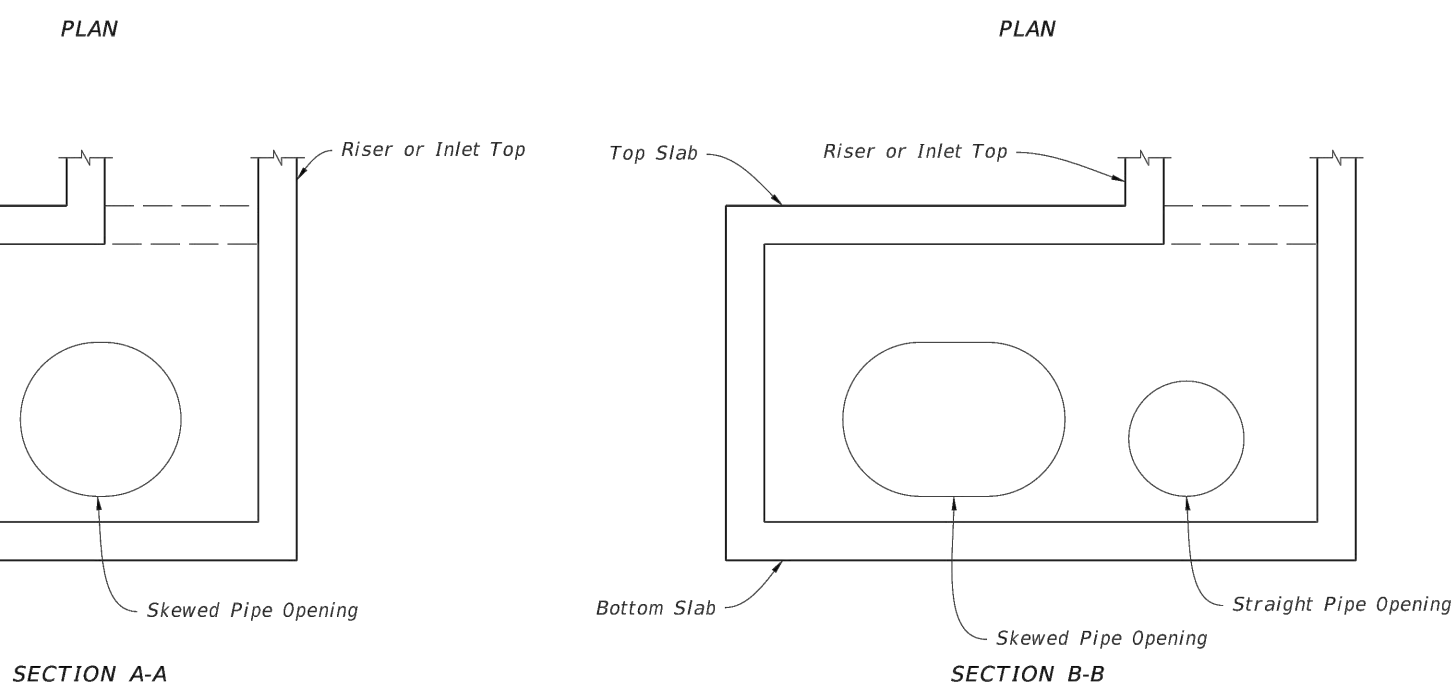
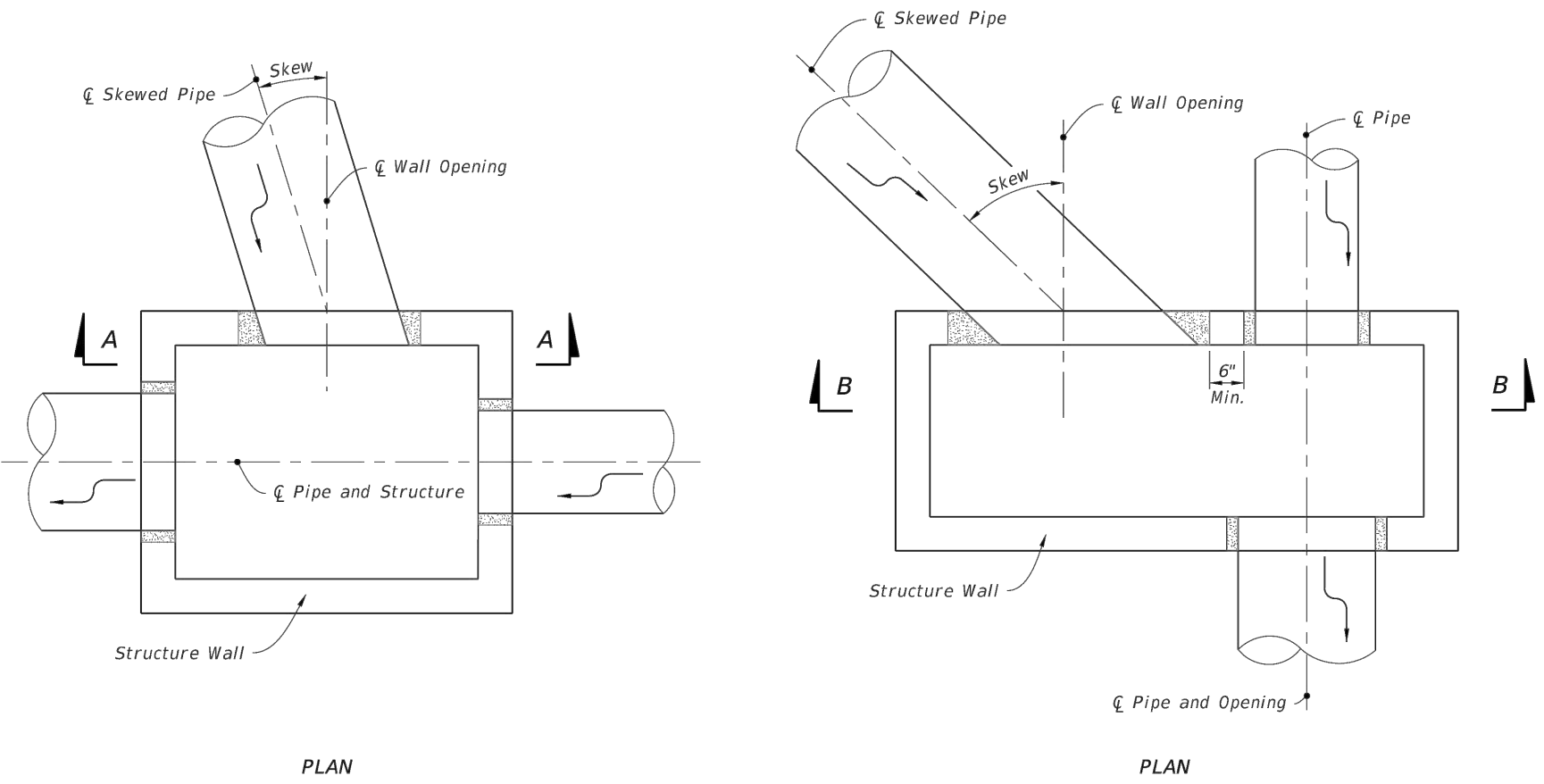
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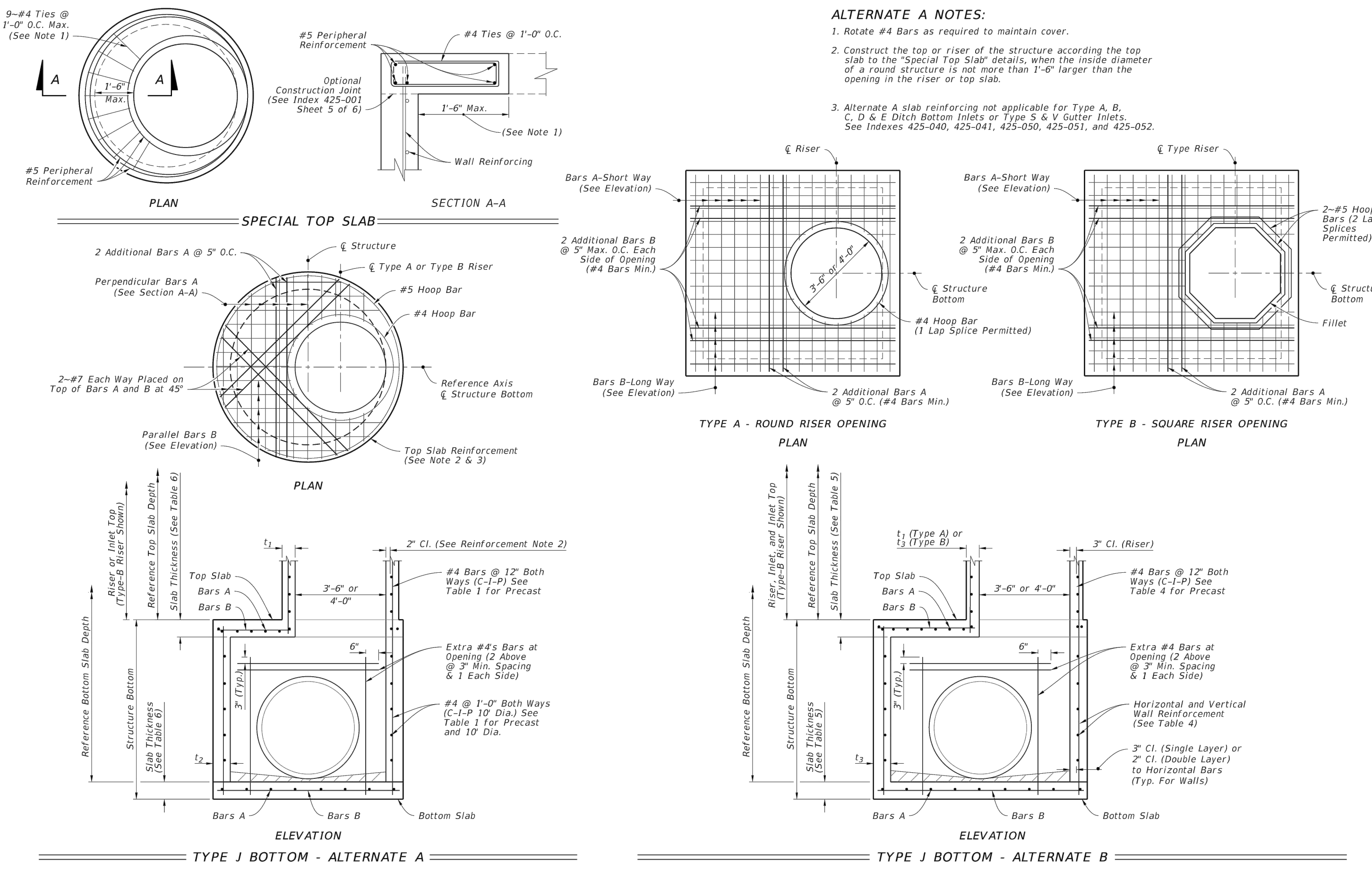
- NOTES:**
1. Submit Shop Drawings of corner openings for approval by the Engineer.
 2. h_2 may be less than 1'-0" when a minimum 1'-0" deep segment, 8" slab or curb inlet is provided above the corner opening.
 3. For inlet segments at finish grade elevation, substitute a #8 Bar for the top corner bar when 1'-0" $\leq h_2$ < 2'-0".
 4. Install bars continuously around corner and evenly spaced. Tie additional reinforcement to the outside of vertical wall reinforcement.
 5. Dowel construction joint or monolithically cast wall and slabs.

PIPE OPENING AT CORNER



SKED PIPE IN RECTANGULAR STRUCTURES
(See Table 4 on Sheet 8)

SKED PIPE IN RECTANGULAR STRUCTURES



- ALTERNATE A NOTES:**
1. Rotate #4 Bars as required to maintain cover.
 2. Construct the top or riser of the structure according to the top slab to the "Special Top Slab" details, when the inside diameter of a round structure is not more than 1'-0" larger than the opening in the riser or top slab.
 3. Alternate A slab reinforcing not applicable for Type A, B, C, D & E Ditch Bottom Inlets or Type S & V Outer Inlets. See Indexes 425-040, 425-041, 425-050, 425-051, and 425-052.

TYPE A - ROUND RISER OPENING

TYPE B - SQUARE RISER OPENING

TYPE J BOTTOM - ALTERNATE A

TYPE J BOTTOM - ALTERNATE B

DIMENSIONAL AND REINFORCING DETAILS

LAST REVISION	DESCRIPTION:	FY 2022-23 STANDARD PLANS	SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES	INDEX	SHEET	LAST REVISION	DESCRIPTION:	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET
11/01/20				425-001	7 of 8	11/01/20				425-010	2 of 4

TABLE 1 - ALTERNATE A - STRUCTURES									
TYPE	STRUCTURE/RISER DIAMETER (ft)	CAST-IN-PLACE ITEMS CLASS II CONCRETE				PRECAST ITEMS ASTM C478			
		t ₁ RISER (in.)	t ₂ BOTTOM (in.)	A _s (in ² /ft.)	A _s (in ² /ft.)	t ₁ ^{***} RISER (in.)	t ₂ BOTTOM (in.)	A _s (in ² /ft.)	A _s ^{***} (in ² /ft.)
P	3'-6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'-0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'-0"	-	8	0.20	-	8	0.20	6**	0.150
J	6'-0"	-	8	0.20	-	8	0.20	6	0.180
J	7'-0"	-	8	0.20	-	8	0.20	7	0.210
J	8'-0"	-	8	0.20	-	8	0.20	8	0.240
J	10'-0"	-	10	0.40**	-	10	0.40**	10	0.300
J	12'-0"	-	10	0.40**	-	12	0.40**	12	0.360

t₁ and t₂ - Wall Thickness.
A_s - Vertical and horizontal areas of reinforcement.
**Provide 0.20 sq. in./ft. at each face, 12" max. bar spacing.
***Modified minimum wall thickness.
***Min. total circumferential reinforcement for continuous steel hoops.
A_s = 0.40 sq. in. for riser section height equal or less than 2'-0" (2 hoop min.)
A_s = 0.60 sq. in. for riser section height more than 2'-0" up to 4'-0" (3 hoop min.)
Areas of reinforcing for precast items are based on Grade 60 reinforcing.
No reduction in the area of reinforcement is allowed for welded wire fabric in Table 1.
Area of vertical reinforcing may be reduced in accordance with ASTM C478.

TABLE 2 - ALTERNATE B SQUARE AND RECTANGULAR STRUCTURES									
TYPE	WALL LENGTH (ft)	MAX. DEPTH (ft)	WALL THICKNESS (t ₂) C-I-P (in.)	PRECAST (in.)	VERTICAL REINFORCING				MAX. THICKNESS
					WALL DEPTH	SCHEDULE	WALL DEPTH	SCHEDULE	
P	≤ 3'-6"	40	6 Riser 8 Bottom	6	SIZE: 3'-6" & RISER				
J	4'-0"	40	8	6	SIZE: 10'-0" (Precast Only)				
J	5'-0"	22	-	6	Inside/Outside				
J	6'-0"	15	-	6	26' - 40'				
J	5'-0" to 9'-0"	40	8	8	SIZE: 12'-0"				
J	10'-0" to 12'-0"	40	10	9	Inside/Outside				
J	16'-0"	35	-	9	11' - 17' < 14'				
J	16'-0"	40	10	10	14' < 25'				
J	20'-0"	25	-	9	25' - 40'				
J	20'-0"	30	10	10	SIZE: 12'-0" (Precast Only)				
J	20'-0"	30	10	10	Inside/Outside				
J	20'-0"	30	10	10	11' - 17' < 14'				
J	20'-0"	30	10	10	14' < 25'				
J	20'-0"	30	10	10	25' - 40'				
J	20'-0"	30	10	10	SIZE: 16'-0"				
J	20'-0"	30	10	10	Inside/Outside				
J	20'-0"	30	10	10	11' - 17' < 14'				
J	20'-0"	30	10	10	14' < 25'				
J	20'-0"	30	10	10	25' - 40'				
J	20'-0"	30	10	10	SIZE: 20'-0"				
J	20'-0"	30	10	10	Inside/Outside				
J	20'-0"	30	10	10	11' - 17' < 14'				
J	20'-0"	30	10	10	14' < 25'				
J	20'-0"	30	10	10	25' - 40'				

- TABLE 4 NOTES:**
1. Wall depth is measured to the top of the bottom slab for boxes and to the top of the intermediate slab for risers.
 2. Wall height is the distance between top of lower slab to bottom of upper slab. Maximum wall height is 12' for wall lengths exceeding 5', or 10' for wall lengths exceeding 12'.
 3. Wall lengths exceeding 6'-0" require two layers of reinforcing (See Table 4) with 2" of cover from the horizontal bars to the inside and outside faces for each layer.
 4. Wall lengths exceeding the dimensions or depths shown in Table 4, or 12'-0" diameter require a special design.
 5. Wall thickness and reinforcing for rectangular structures is based on the longer wall length.

TABLES 1, 2, 3, AND 4

LAST REVISION	DESCRIPTION:	FY 2022-23 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX	SHEET	LAST REVISION	DESCRIPTION:	FY 2022-23 STANDARD PLANS	TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS	INDEX	SHEET
11/01/20				425-010	3 of 4	11/01/20				425-052	2 of 14

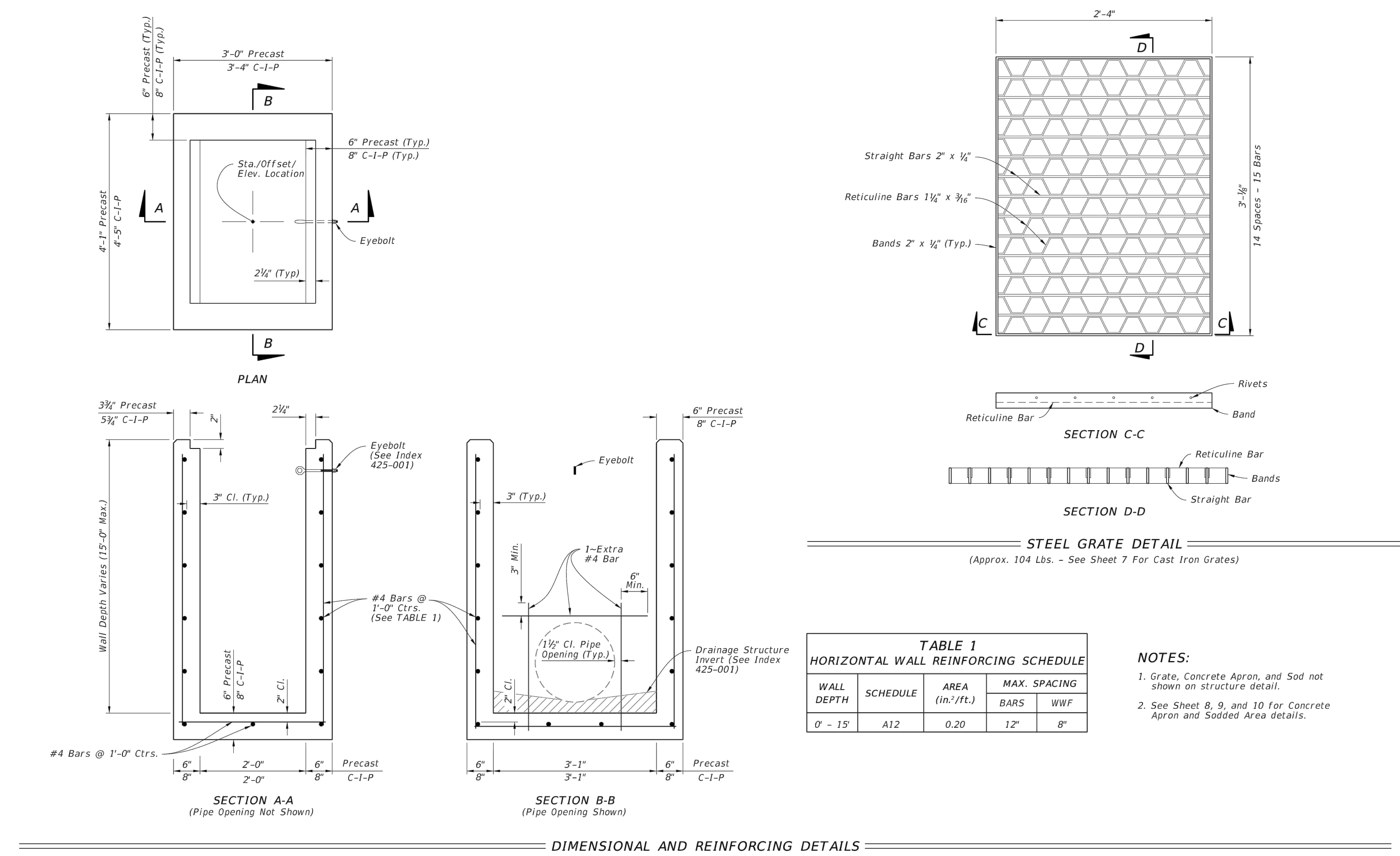


TABLE 1 HORIZONTAL WALL REINFORCING SCHEDULE			
WALL DEPTH	SCHEDULE	AREA (in ² /ft.)	MAX. SPACING BARS WWF
0' - 15'	A12	0.20	12" 8"

- NOTES:**
1. Grate, Concrete Apron, and Sod not shown on structure detail.
 2. See Sheet 8, 9, and 10 for Concrete Apron and Soded Area details.

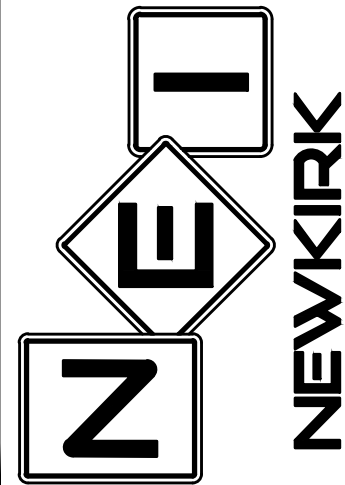
STEEL GRATE DETAIL

(Approx. 104 Lbs. - See Sheet 7 For Cast Iron Grates)

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS

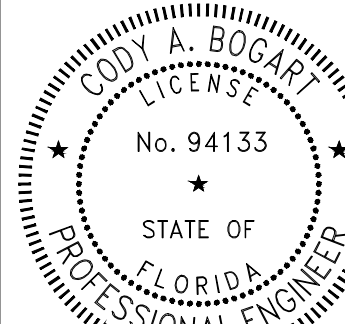
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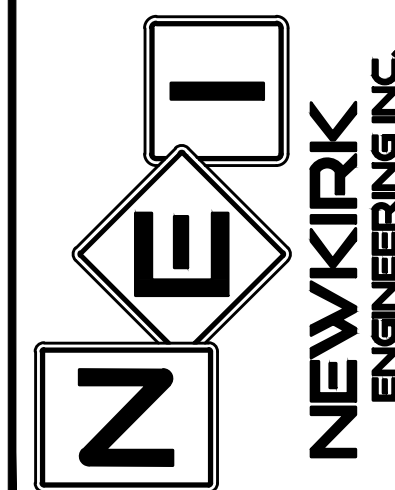
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DATE	DESCRIPTION
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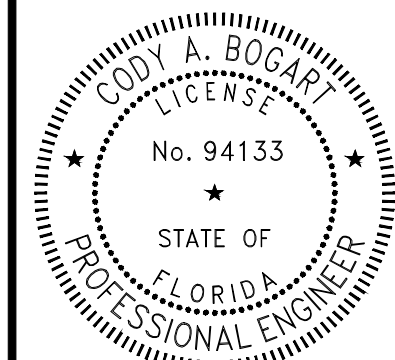
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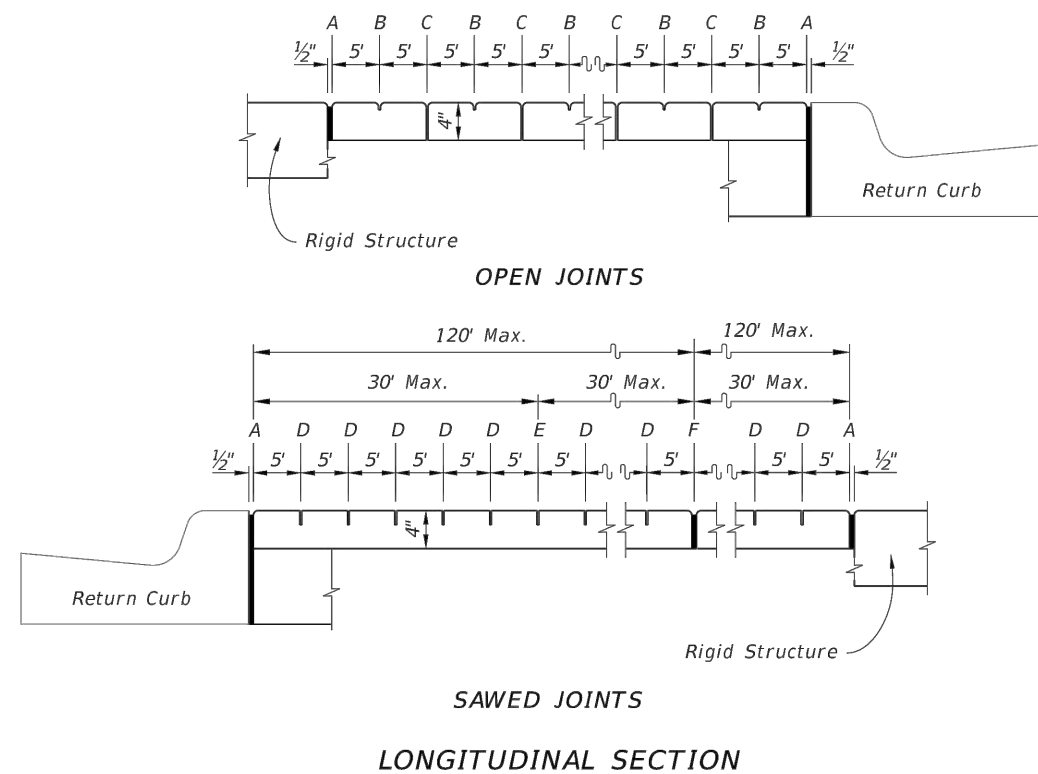
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GENERAL NOTES:

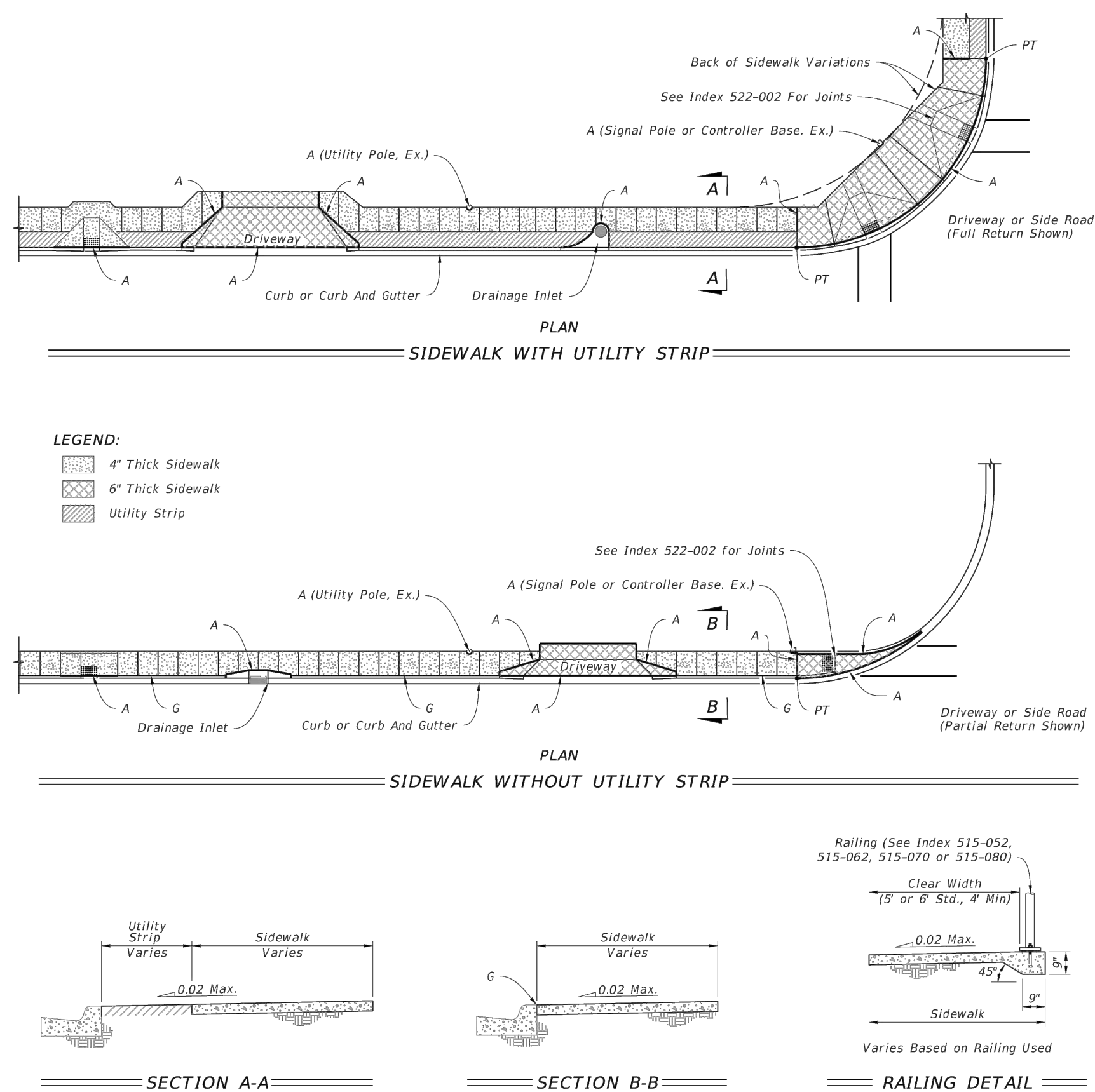
- Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
- Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
- For Driveways see Index 522-003.
- Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than 1/2".
- Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



LEGEND:

- A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).
- B- 1/8" Dummy Joints, Tooled
- C- 1/2" Formed Open Joints
- D- 3/4" Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers
- E- 3/4" Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers (Joint(s) Required When Length Exceeds 30')
- F- 1/2" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.
- G- Cold Joint With Bond Breaker, Tooled

SIDEWALK JOINTS



LEGEND:

- 4" Thick Sidewalk
- 6" Thick Sidewalk
- Utility Strip

SECTION A-A

SECTION B-B

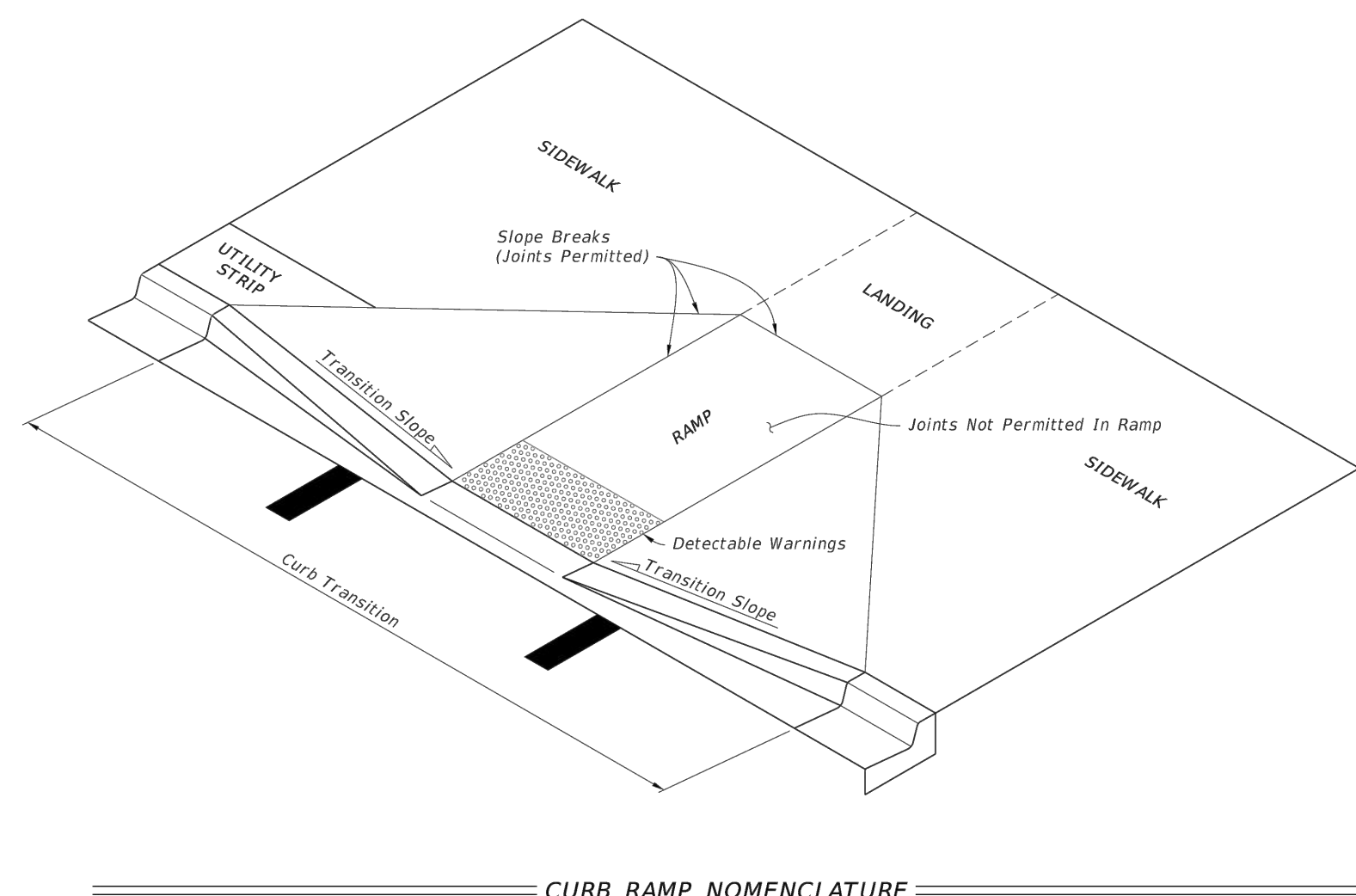
RAILING DETAIL

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23	INDEX	SHEET
11/01/18	STANDARD PLANS		CONCRETE SIDEWALK	522-001	1 of 2

GENERAL NOTES:

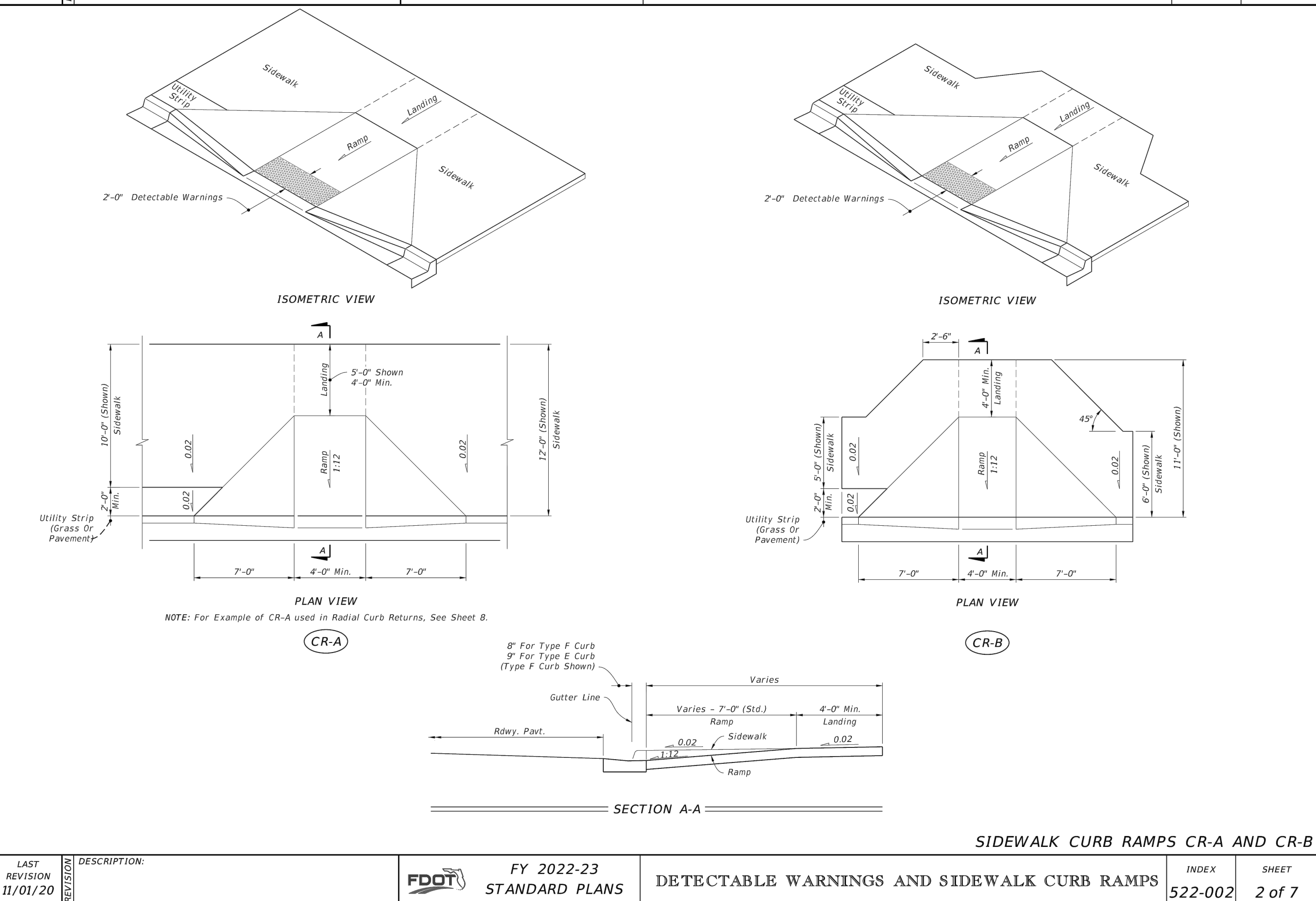
- Cross Slopes and Grades:
 - Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
 - Landings must have cross-slopes less than or equal to 0.02 in any direction.
 - Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
 - Joints permitted at the location of Slope Breaks; Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
- Curb, Curb and Gutter and/or Sidewalk:
 - Refer to Index 522-001 for concrete thickness and sidewalk details.
 - Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
 - Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.
- Curb Ramp Alpha-Identification:
 - Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
 - Alpha-identifications CR-I and CR-J are intentionally omitted.
- Detectable Warnings:
 - Install detectable warnings in accordance with Specification 527.
 - Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
 - If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.



CURB RAMP NOMENCLATURE

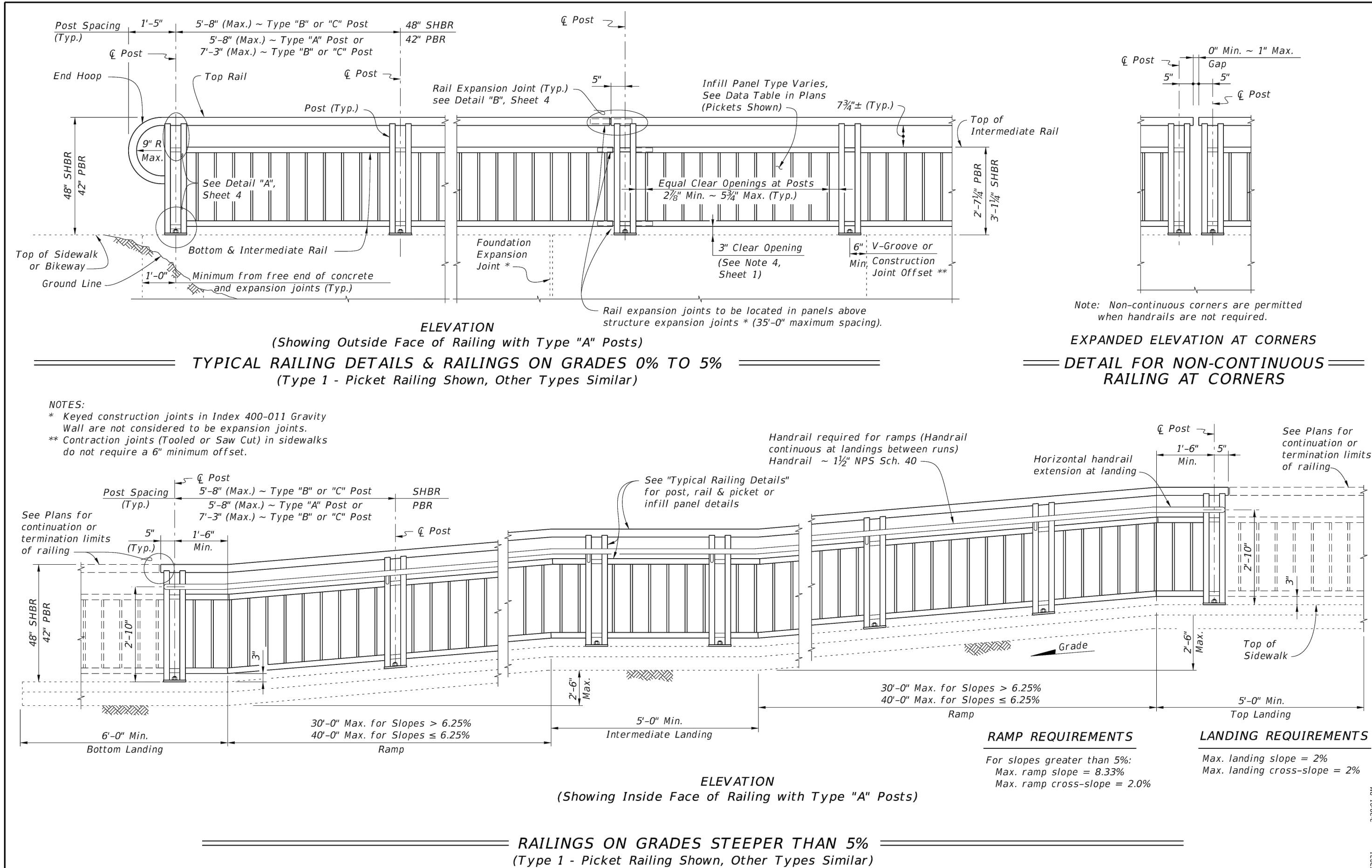
LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23	INDEX	SHEET
11/01/21	STANDARD PLANS		DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	522-002	1 of 7

LAST REVISION	DESCRIPTION:	FDOT	FY 2022-23	INDEX	SHEET
11/01/18	STANDARD PLANS		CONCRETE SIDEWALK	522-001	2 of 2

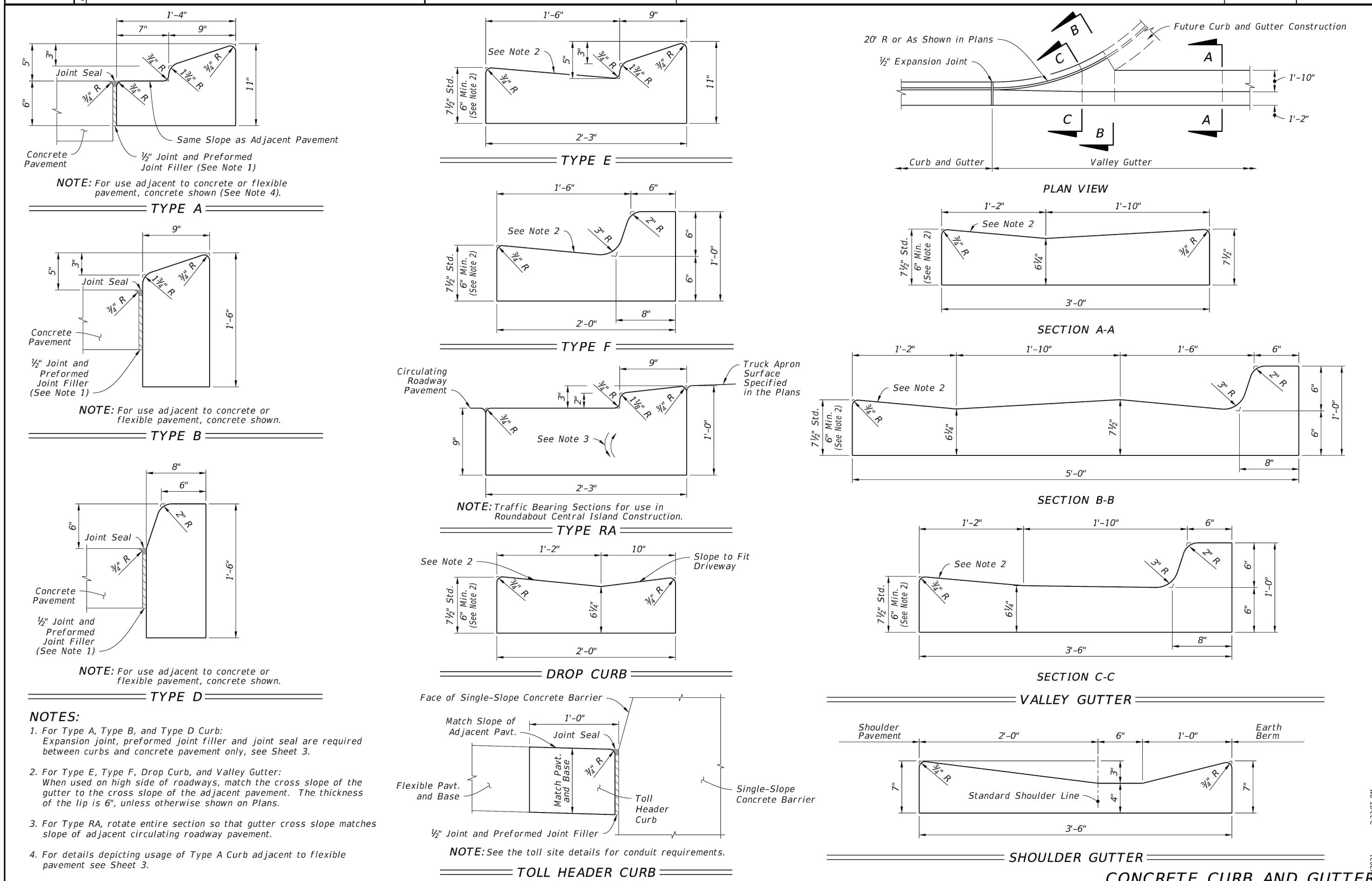


SIDEWALK CURB RAMP CR-A AND CR-B

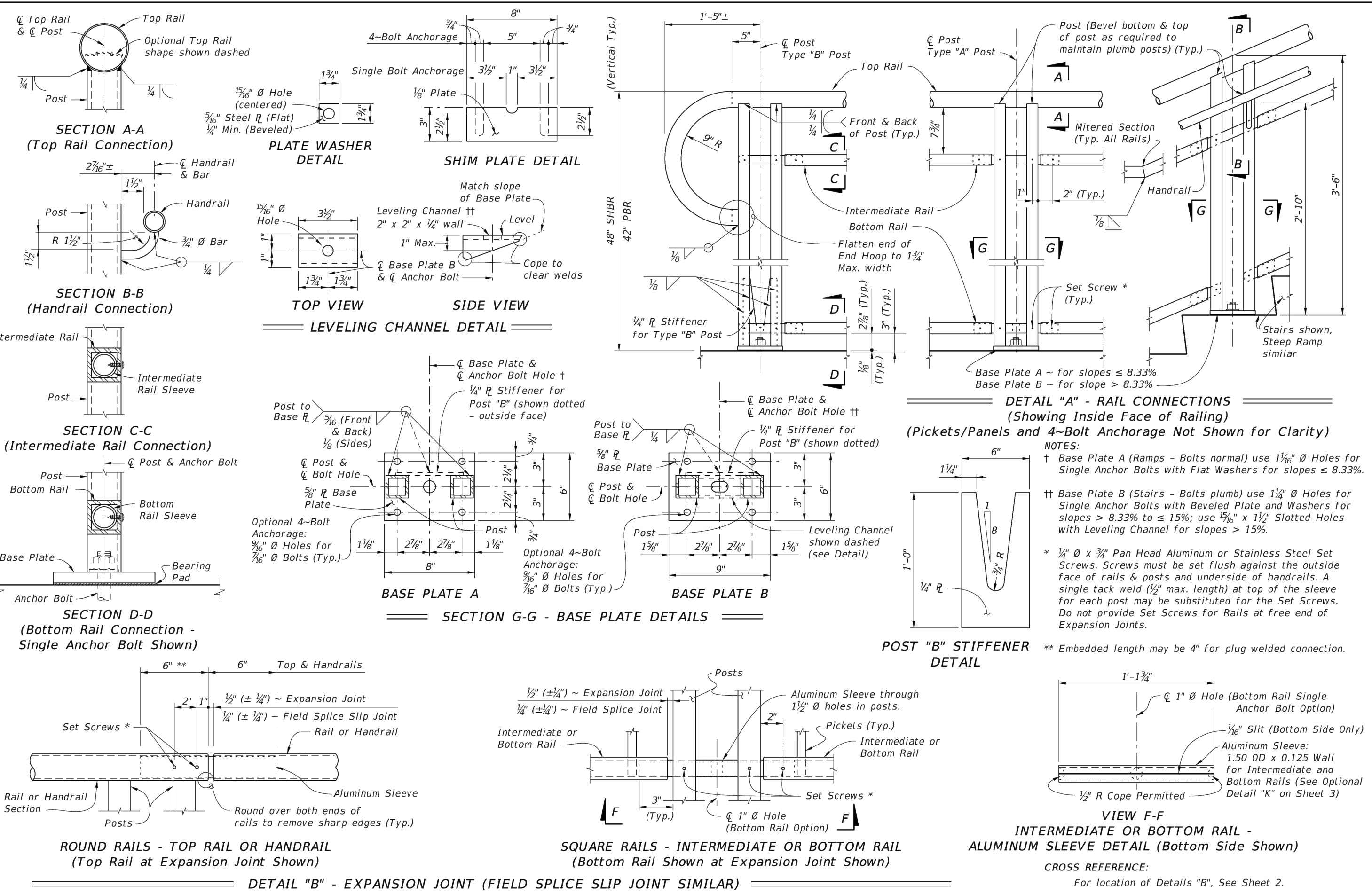
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11/01/20	STANDARD PLANS		DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	522-002	2 of 7



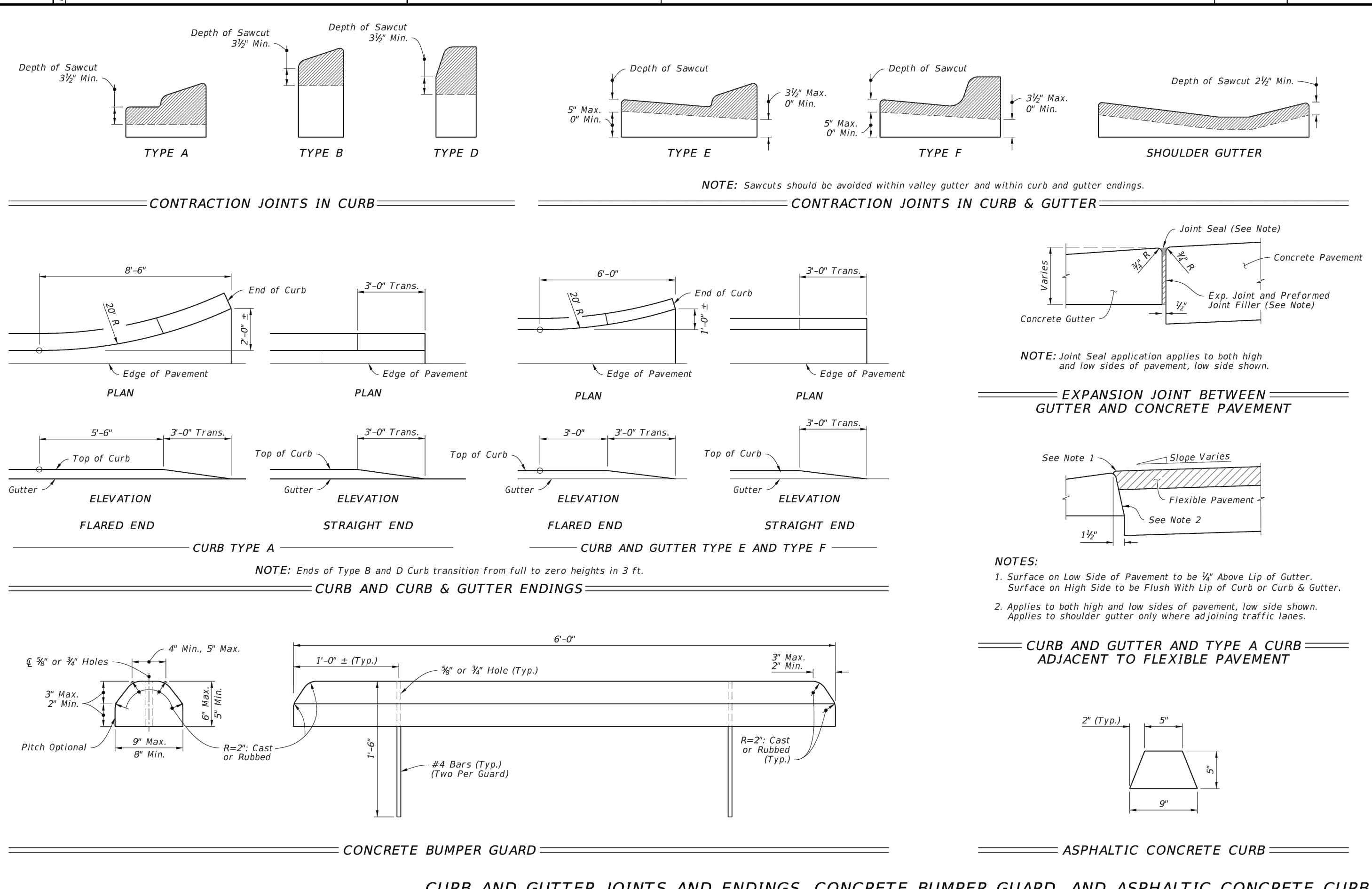
LAST REVISION	DESCRIPTION:	INDEX	SHEET
07/01/15		515-062	2 of 9



LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21		520-001	2 of 3



LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/16		515-062	4 of 9

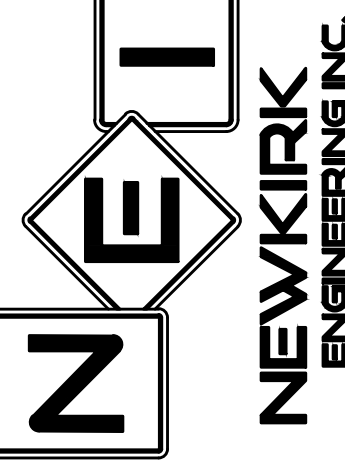


LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21		520-001	3 of 3

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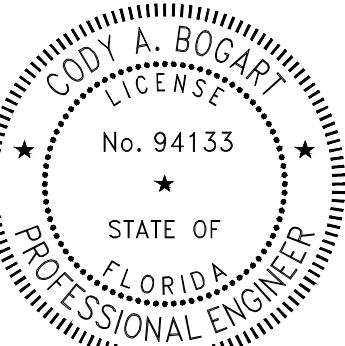
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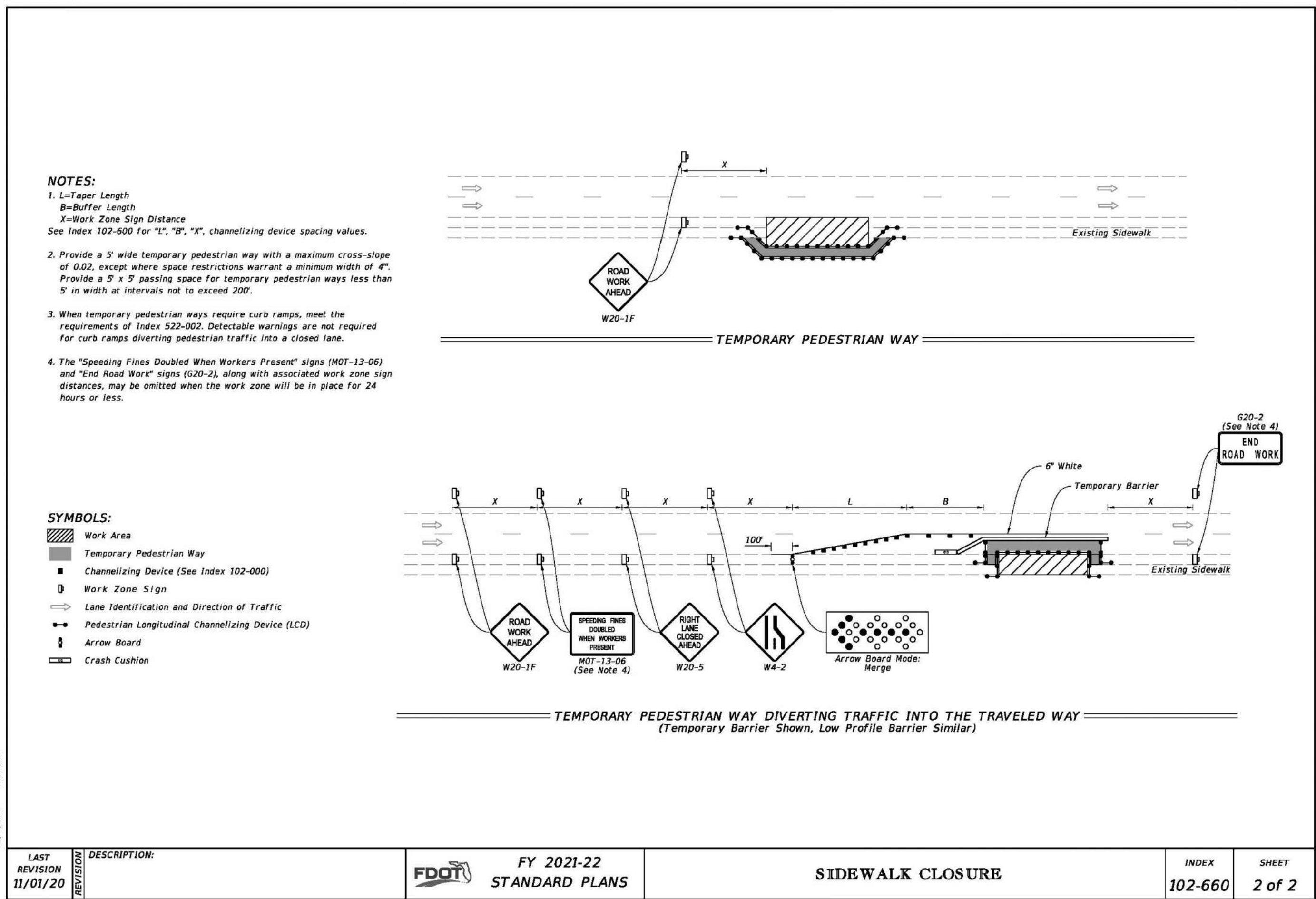
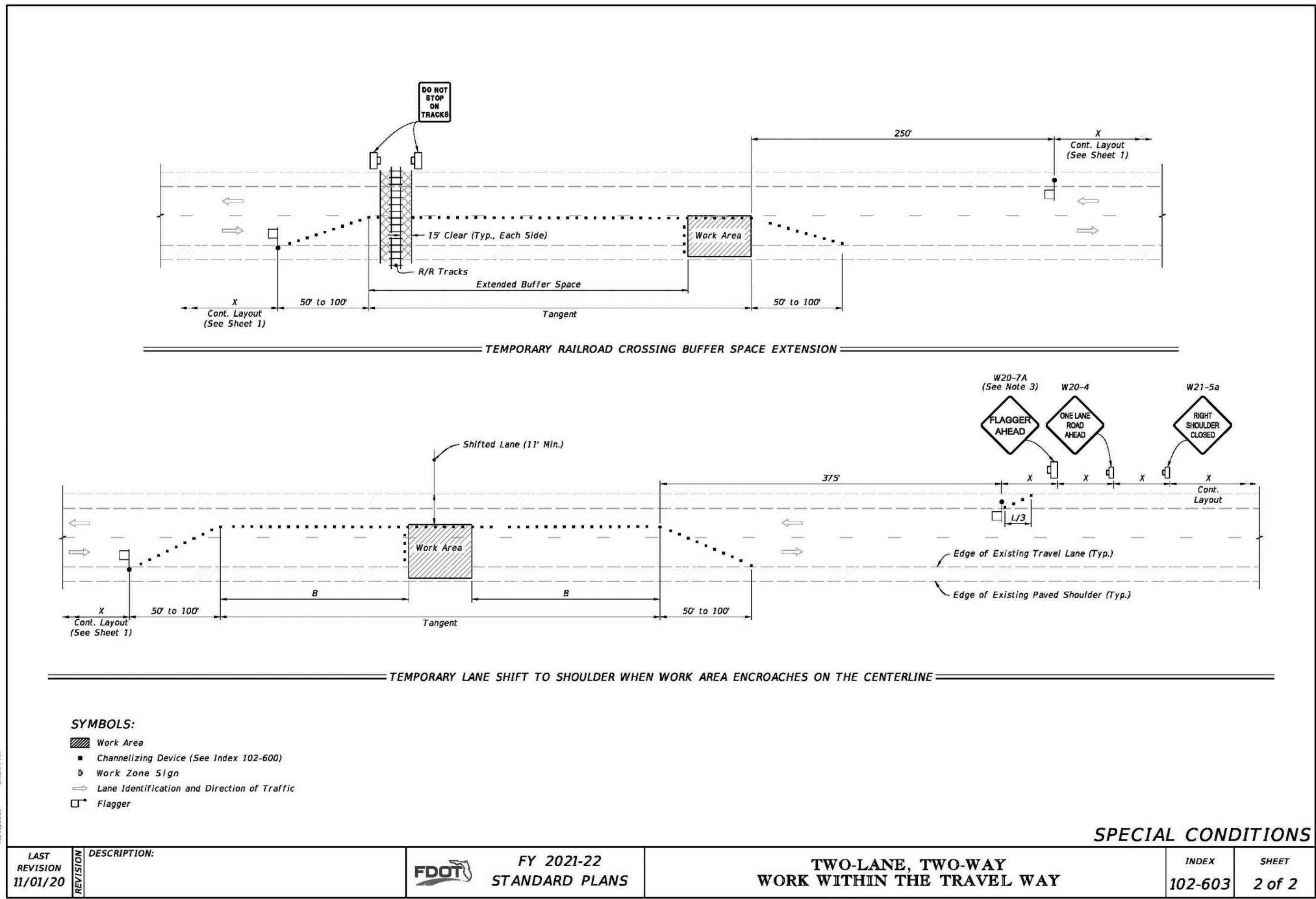
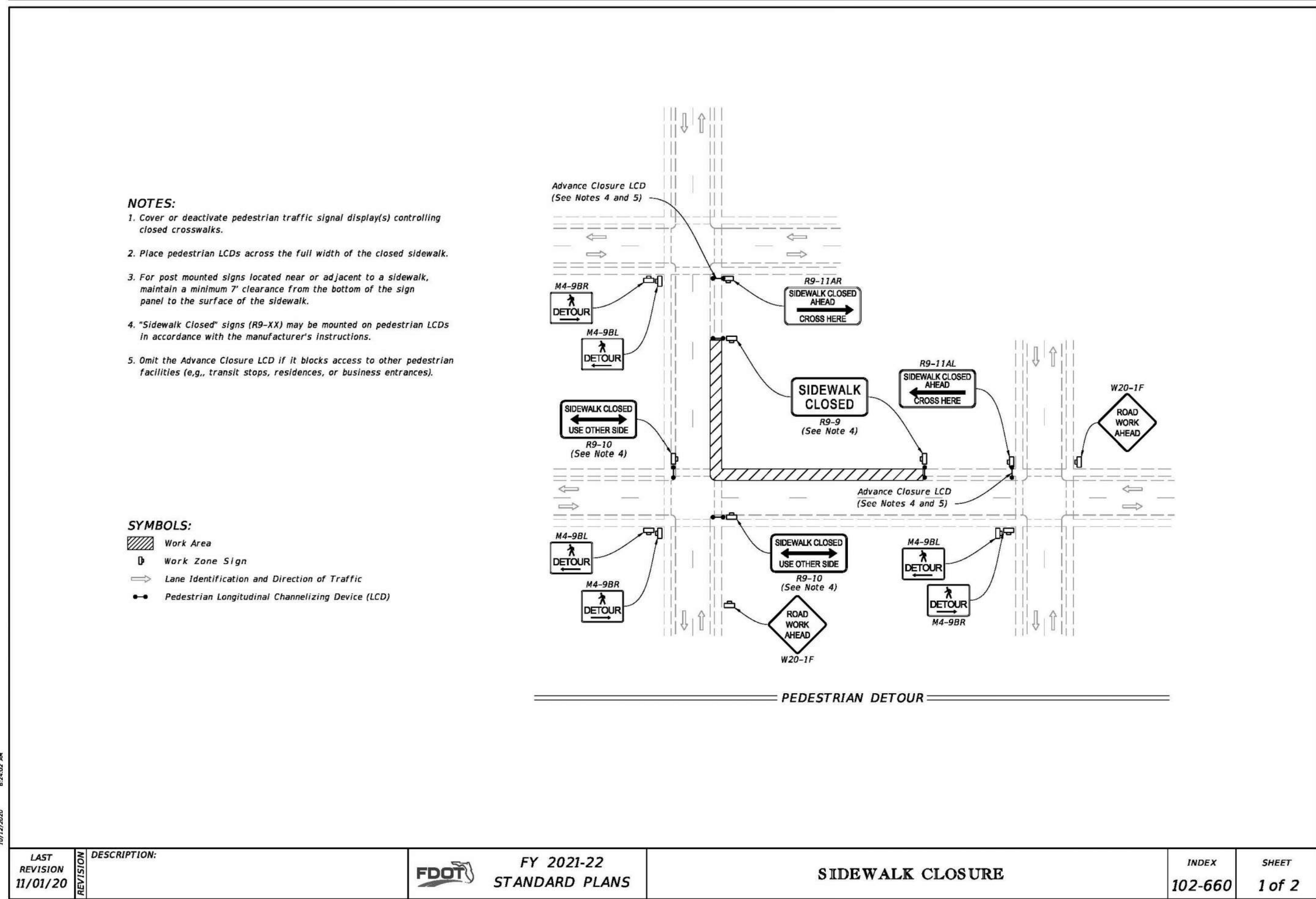
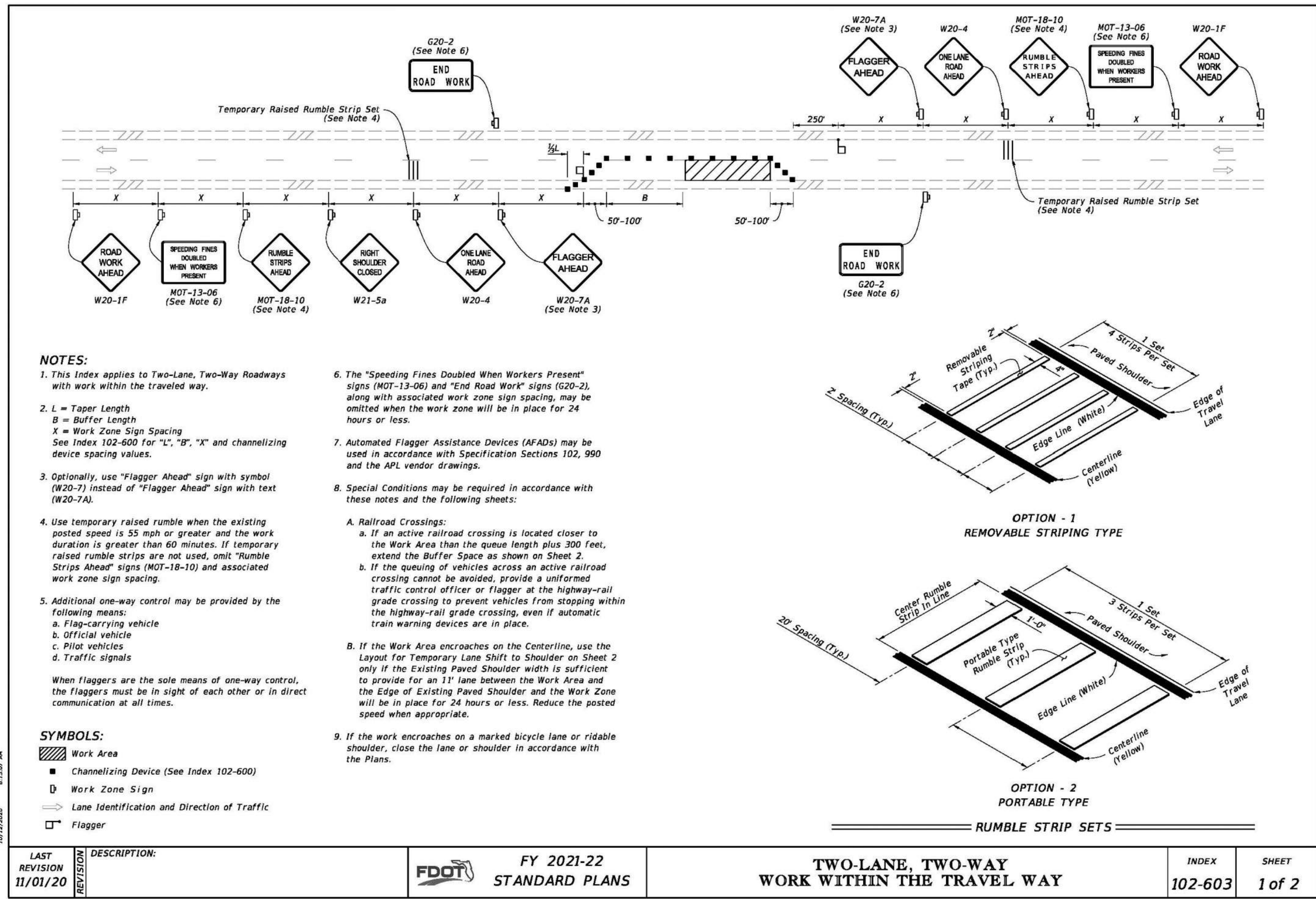


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LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21		520-001	3 of 3

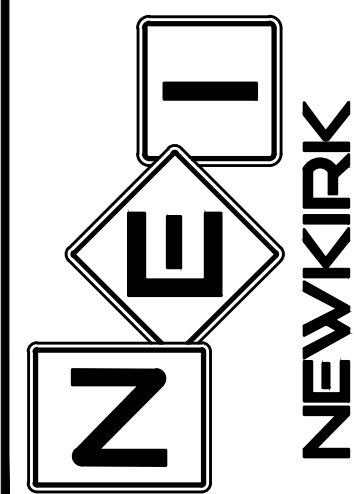
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DATE	DESCRIPTION
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8/26/22	CITY COMMENTS

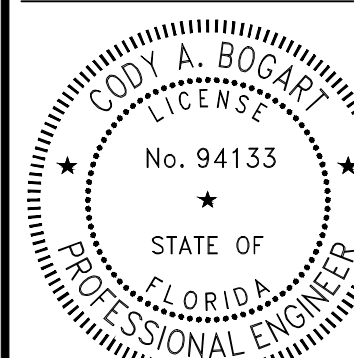
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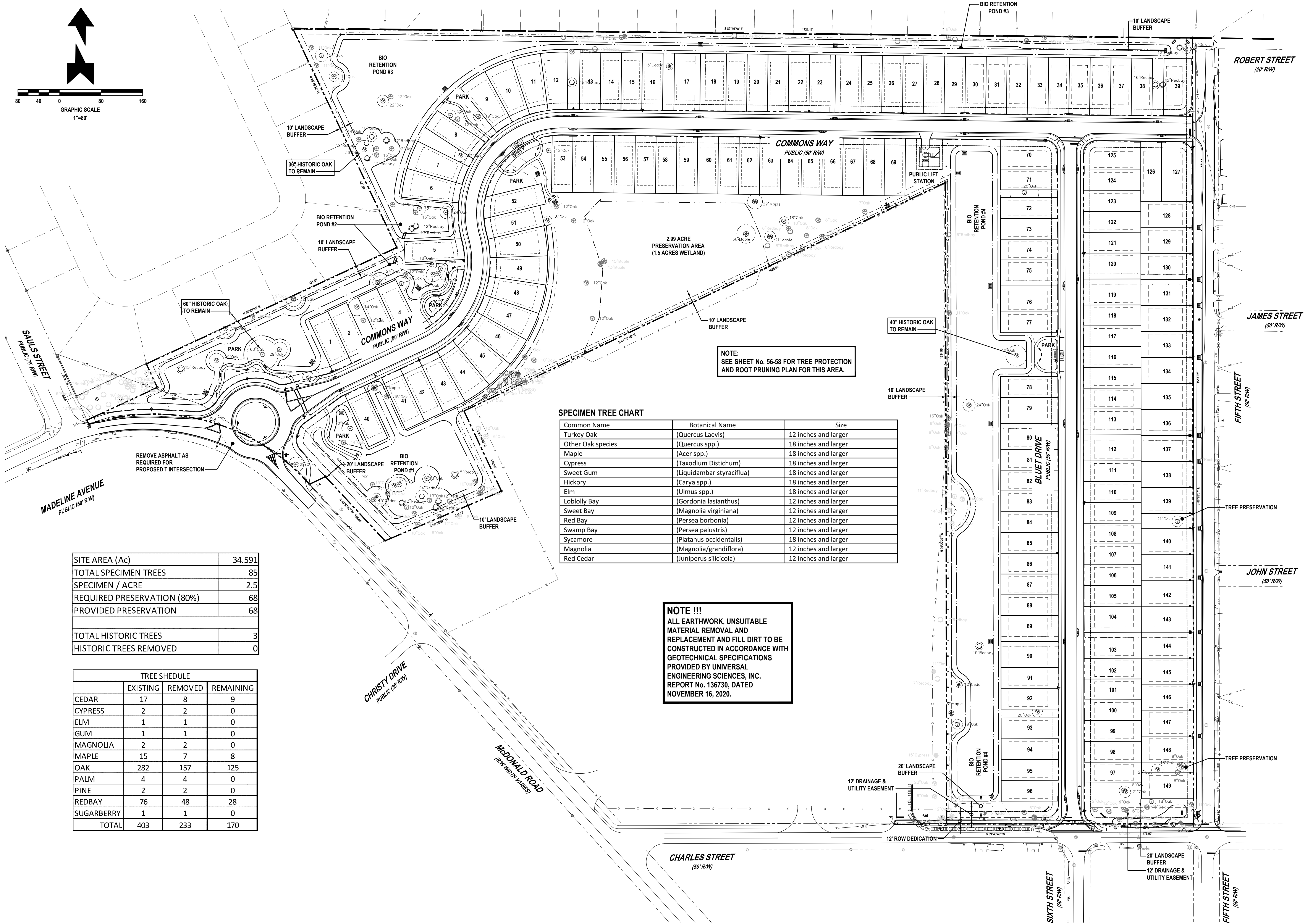
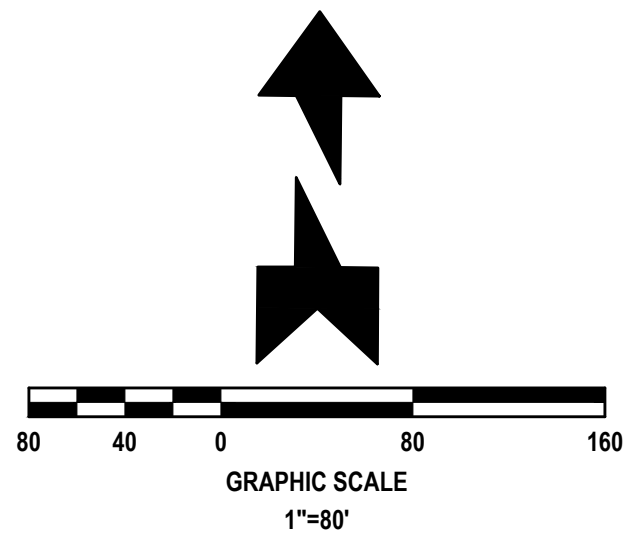
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SCALE:
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SITE AREA (Ac)	34.591
TOTAL SPECIMEN TREES	85
SPECIMEN / ACRE	2.5
REQUIRED PRESERVATION (80%)	68
PROVIDED PRESERVATION	68
TOTAL HISTORIC TREES	3
HISTORIC TREES REMOVED	0

TREE SCHEDULE			
	EXISTING	REMOVED	REMAINING
CEDAR	17	8	9
CYPRESS	2	2	0
ELM	1	1	0
GUM	1	1	0
MAGNOLIA	2	2	0
MAPLE	15	7	8
OAK	282	157	125
PALM	4	4	0
PINE	2	2	0
REDBAY	76	48	28
SUGARBERRY	1	1	0
TOTAL	403	233	170

SPECIMEN TREE CHART

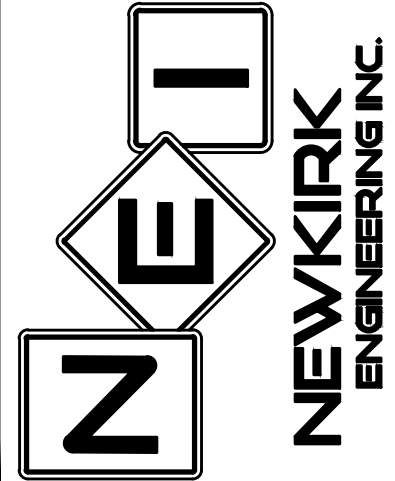
Common Name	Botanical Name	Size
Turkey Oak	(Quercus laevis)	12 inches and larger
Other Oak species	(Quercus spp.)	18 inches and larger
Maple	(Acer spp.)	18 inches and larger
Cypress	(Taxodium distichum)	18 inches and larger
Sweet Gum	(Liquidambar styraciflua)	18 inches and larger
Hickory	(Carya spp.)	18 inches and larger
Elm	(Ulmus spp.)	18 inches and larger
Loblolly Bay	(Gordonia lasianthus)	12 inches and larger
Sweet Bay	(Magnolia virginiana)	12 inches and larger
Red Bay	(Persea borbonia)	12 inches and larger
Swamp Bay	(Persea palustris)	12 inches and larger
Sycamore	(Platanus occidentalis)	18 inches and larger
Magnolia	(Magnolia grandiflora)	12 inches and larger
Red Cedar	(Juniperus silicicola)	12 inches and larger

NOTE !!!
ALL EARTHWORK, UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT AND FILL DIRT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL SPECIFICATIONS PROVIDED BY UNIVERSAL ENGINEERING SCIENCES, INC. REPORT NO. 136730, DATED NOVEMBER 16, 2020.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

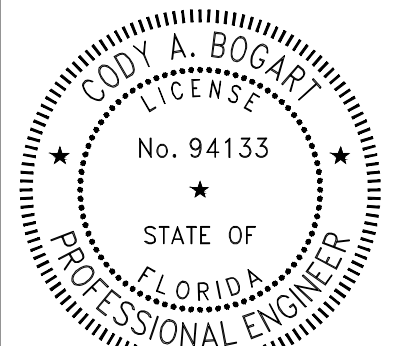
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TREE REMOVAL PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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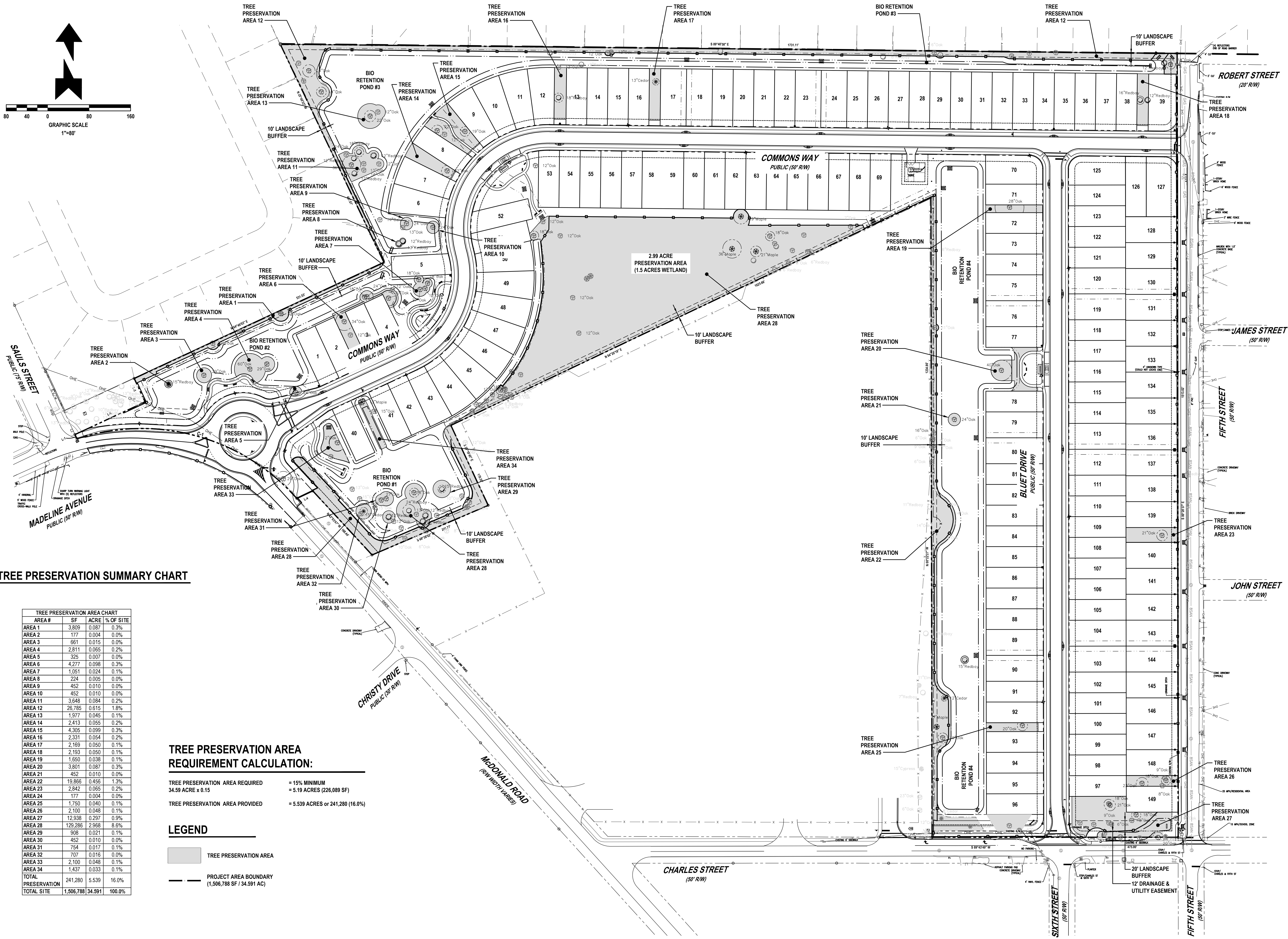


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PROJECT No:	2021-309
DATE:	JULY 2022
DESIGN BY:	CAB
DRAWN BY:	CRA
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

50



TREE PRESERVATION SUMMARY CHART

TREE PRESERVATION AREA CHART			
AREA #	SF	ACRE	% OF SITE
AREA 1	3,809	0.087	0.3%
AREA 2	177	0.004	0.0%
AREA 3	661	0.015	0.0%
AREA 4	2,811	0.065	0.2%
AREA 5	325	0.007	0.0%
AREA 6	4,277	0.098	0.3%
AREA 7	1,051	0.024	0.1%
AREA 8	224	0.005	0.0%
AREA 9	452	0.010	0.0%
AREA 10	452	0.010	0.0%
AREA 11	3,648	0.084	0.2%
AREA 12	26,785	0.615	1.8%
AREA 13	1,977	0.045	0.1%
AREA 14	2,413	0.055	0.2%
AREA 15	4,305	0.099	0.3%
AREA 16	2,331	0.054	0.2%
AREA 17	2,169	0.050	0.1%
AREA 18	2,193	0.050	0.1%
AREA 19	1,850	0.038	0.1%
AREA 20	3,801	0.087	0.3%
AREA 21	452	0.010	0.0%
AREA 22	19,805	0.456	1.3%
AREA 23	2,842	0.065	0.2%
AREA 24	177	0.004	0.0%
AREA 25	1,750	0.040	0.1%
AREA 26	2,100	0.048	0.1%
AREA 27	12,938	0.297	0.9%
AREA 28	129,286	2.968	8.6%
AREA 29	908	0.021	0.1%
AREA 30	452	0.010	0.0%
AREA 31	754	0.017	0.1%
AREA 32	707	0.016	0.0%
AREA 33	2,100	0.048	0.1%
AREA 34	1,437	0.033	0.1%
TOTAL PRESERVATION	241,280	5.539	16.0%
TOTAL SITE	1,506,788	34.591	100.0%

TREE PRESERVATION AREA REQUIREMENT CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15% MINIMUM
34.59 ACRE x 0.15 = 5.19 ACRES (226,089 SF)
TREE PRESERVATION AREA PROVIDED = 5.539 ACRES or 241,280 (16.0%)

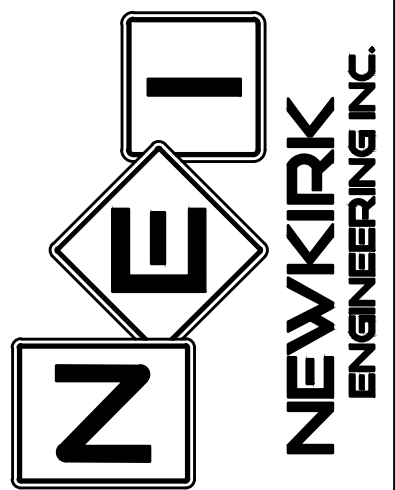
LEGEND

TREE PRESERVATION AREA
PROJECT AREA BOUNDARY (1,506,788 SF / 34.591 AC)

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

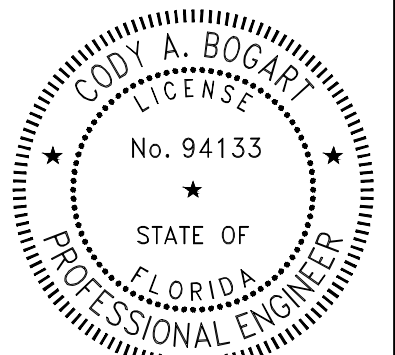
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TREE PRESERVATION PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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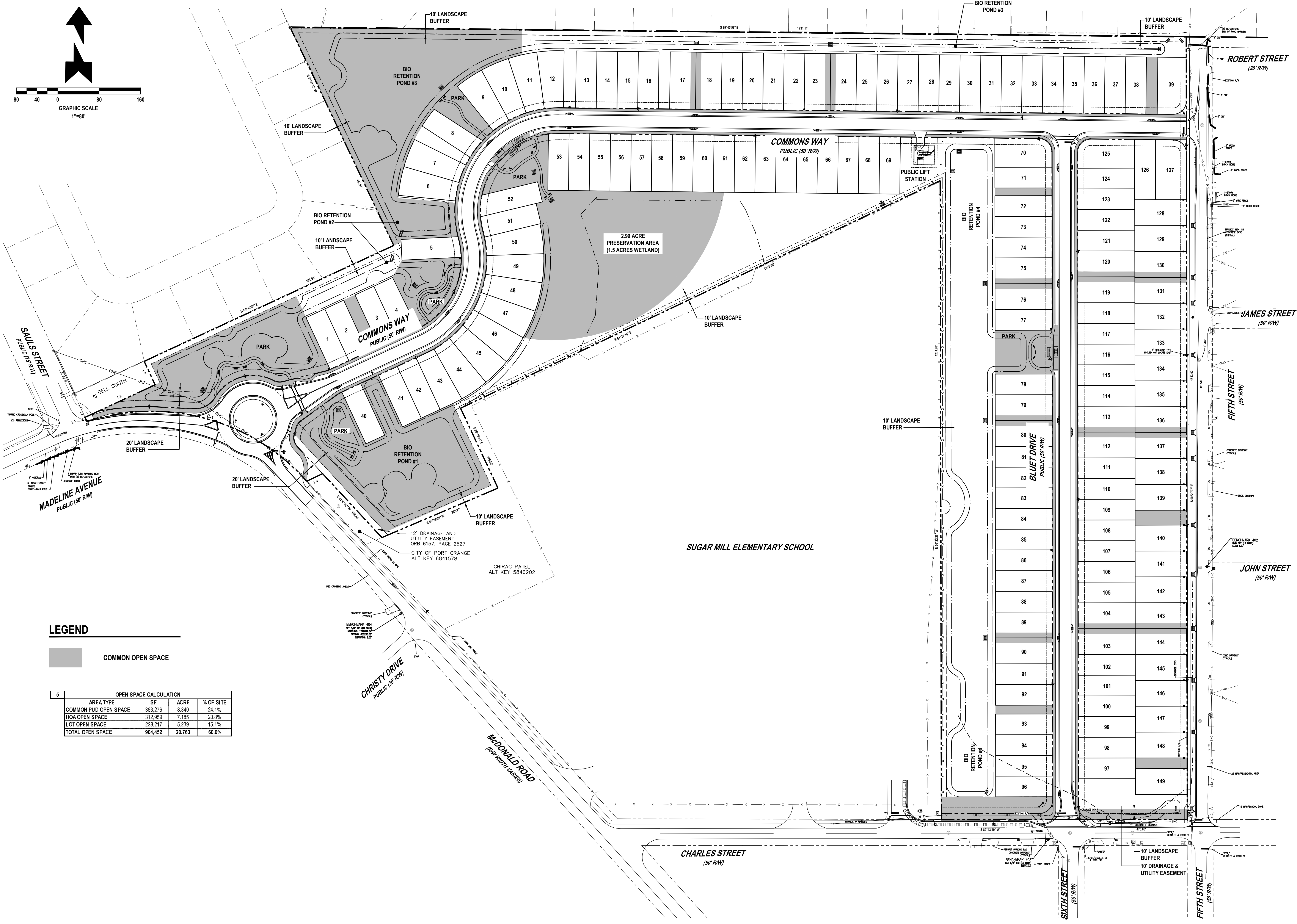
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LEGEND

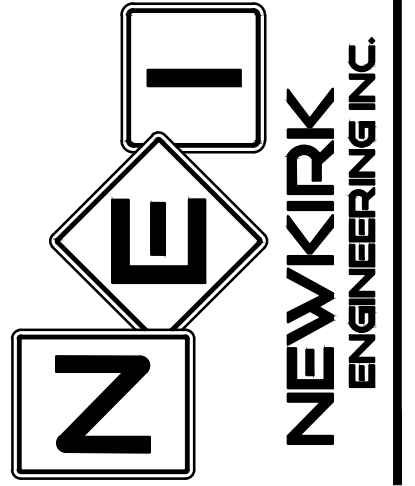
COMMON OPEN SPACE

OPEN SPACE CALCULATION			
AREA TYPE	SF	ACRE	% OF SITE
COMMON PUD OPEN SPACE	363,276	8.340	24.1%
HOA OPEN SPACE	312,959	7.185	20.8%
LOT OPEN SPACE	228,217	5.239	15.1%
TOTAL OPEN SPACE	904,452	20.763	60.0%

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SURVMD SITE VISIT
8/26/22	CITY COMMENTS
12/20/22	CITY COMMENTS

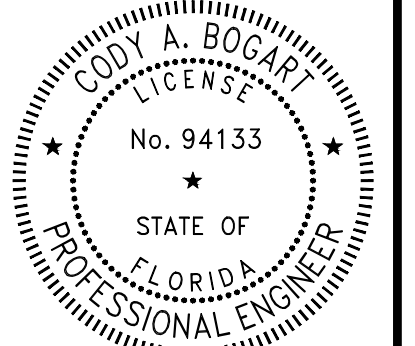
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COMMON OPEN SPACE PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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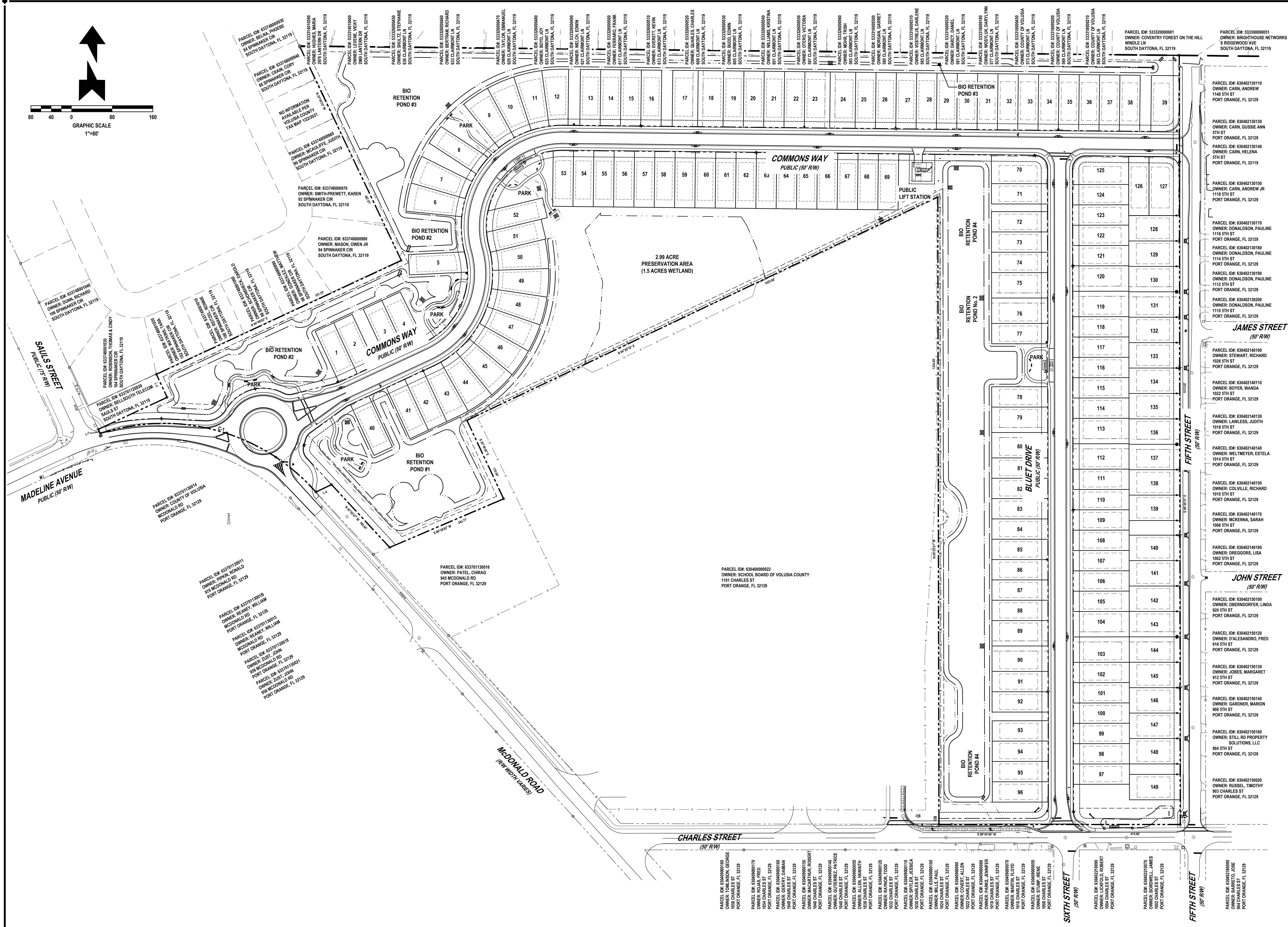
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REVISIONS

DATE	DESCRIPTION
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7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

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OWNERS EXHIBIT

MADELINE COMMONS

975 McDONALD ROAD
PORT ORANGE, FL 32129

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CODY A. BOGART
No. 94133
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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DESIGN BY: CAB

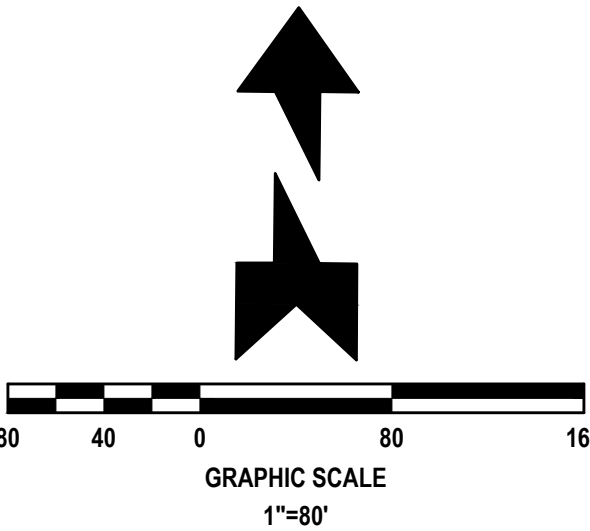
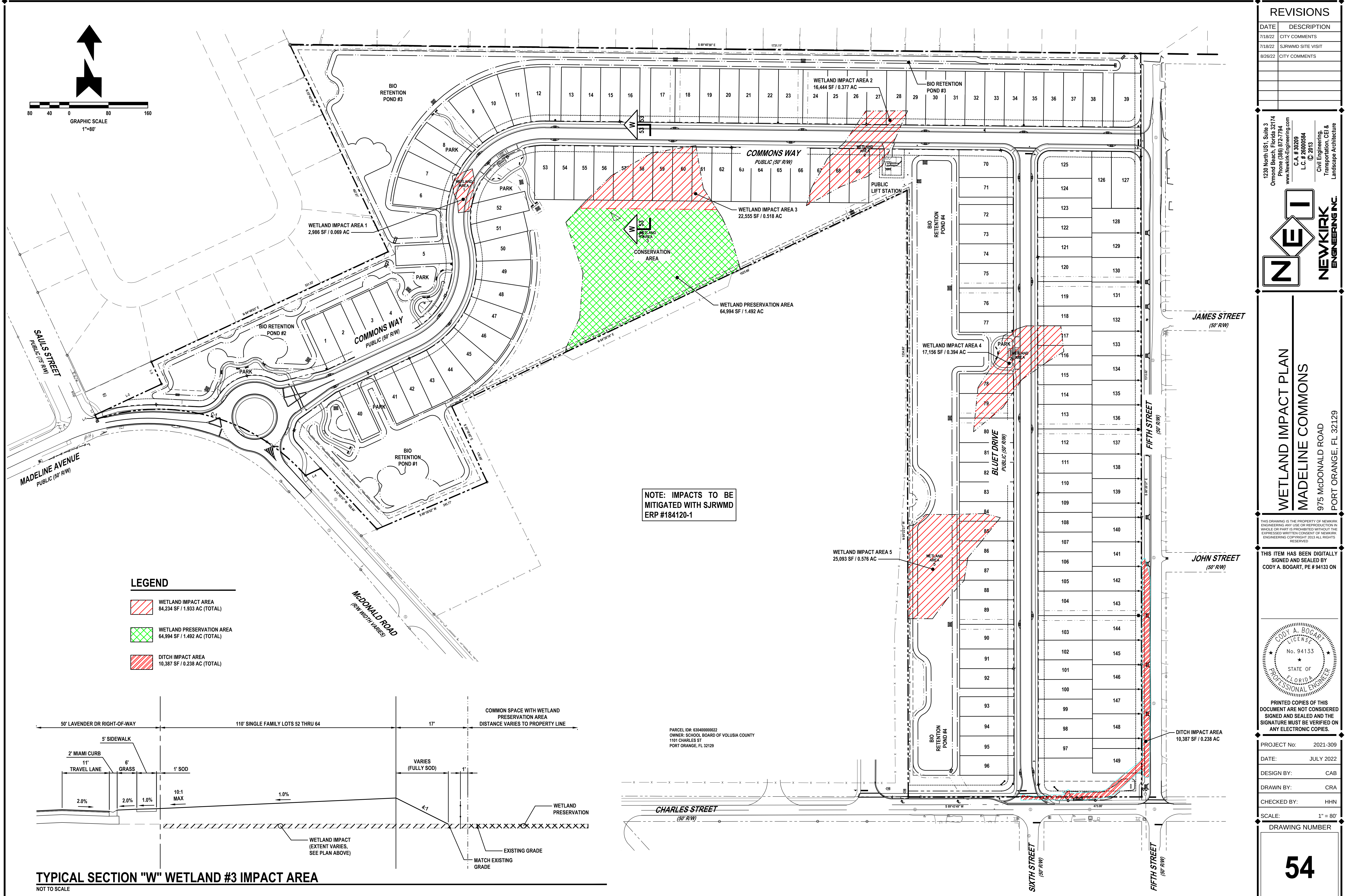
DRAWN BY: CRA

CHECKED BY: HHN

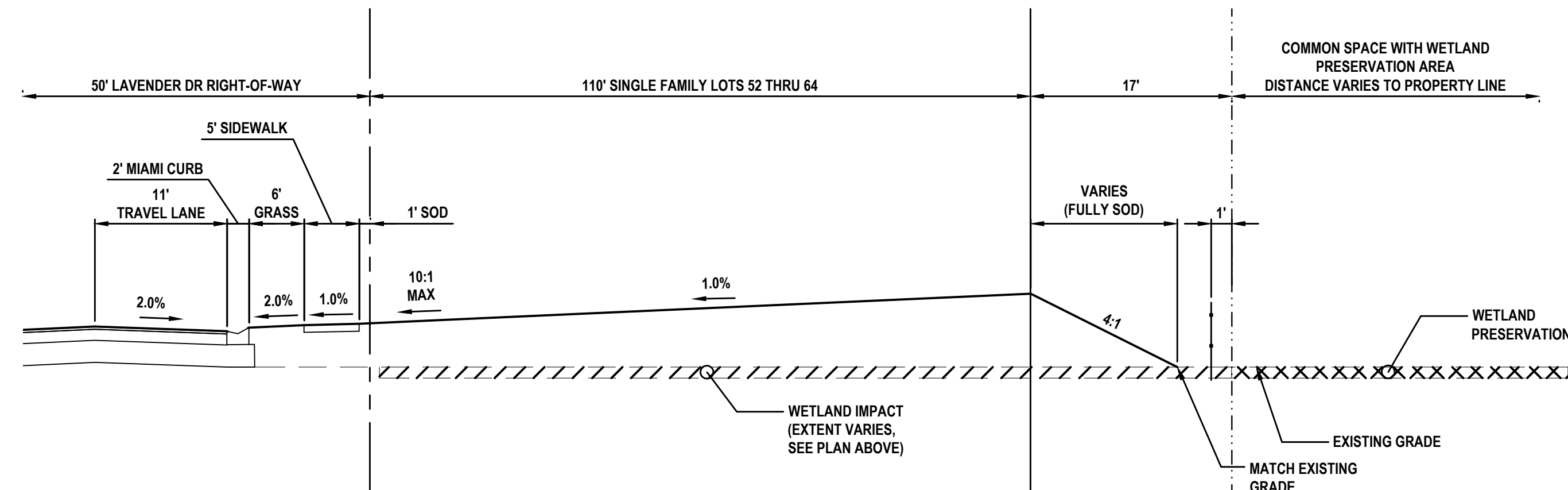
SCALE: 1" = 80'

DRAWING NUMBER

53



- LEGEND**
- WETLAND IMPACT AREA
84,234 SF / 1.933 AC (TOTAL)
 - WETLAND PRESERVATION AREA
64,994 SF / 1.492 AC (TOTAL)
 - DITCH IMPACT AREA
10,387 SF / 0.238 AC (TOTAL)



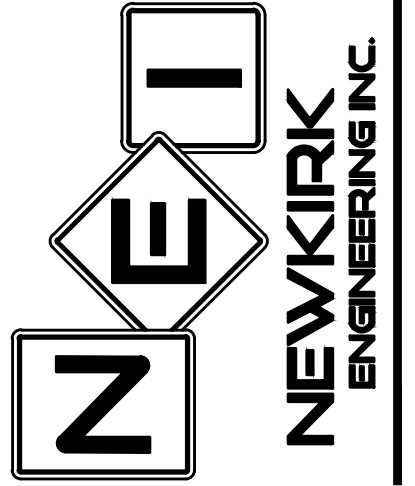
NOTE: IMPACTS TO BE
MITIGATED WITH SJRWMD
ERP #184120-1

PARCEL ID# 63840000022
OWNER: SCHOOL BOARD OF VOLUSIA COUNTY
1181 CHARLES ST
PORT ORANGE, FL 32129

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

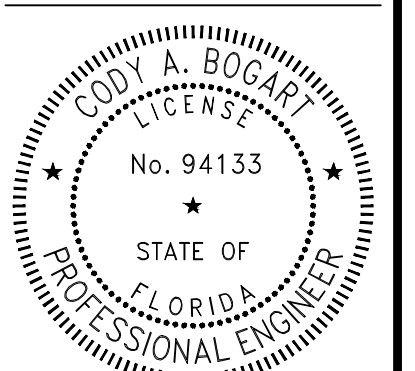
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WETLAND IMPACT PLAN
MADELINE COMMONS
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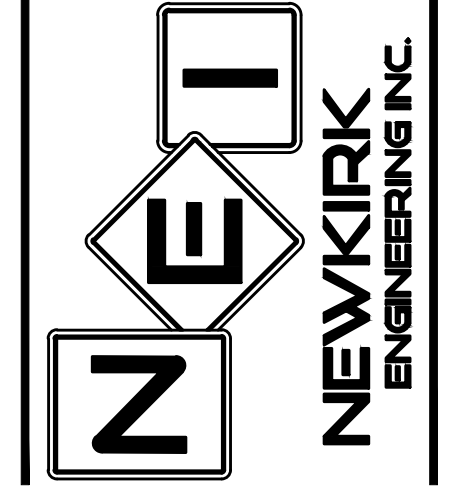
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REVISIONS	
DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS
11/8/22	CITY COMMENTS

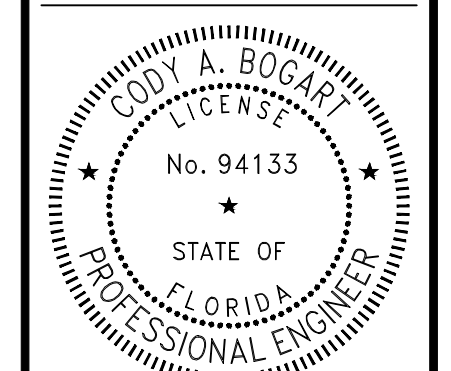
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AUTOTURN TRUCK PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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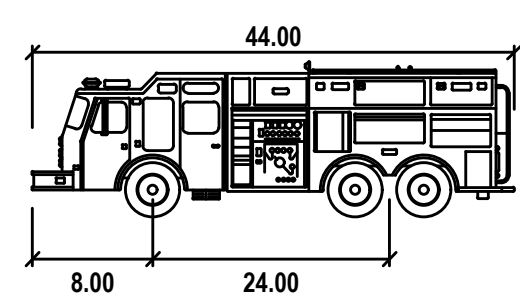
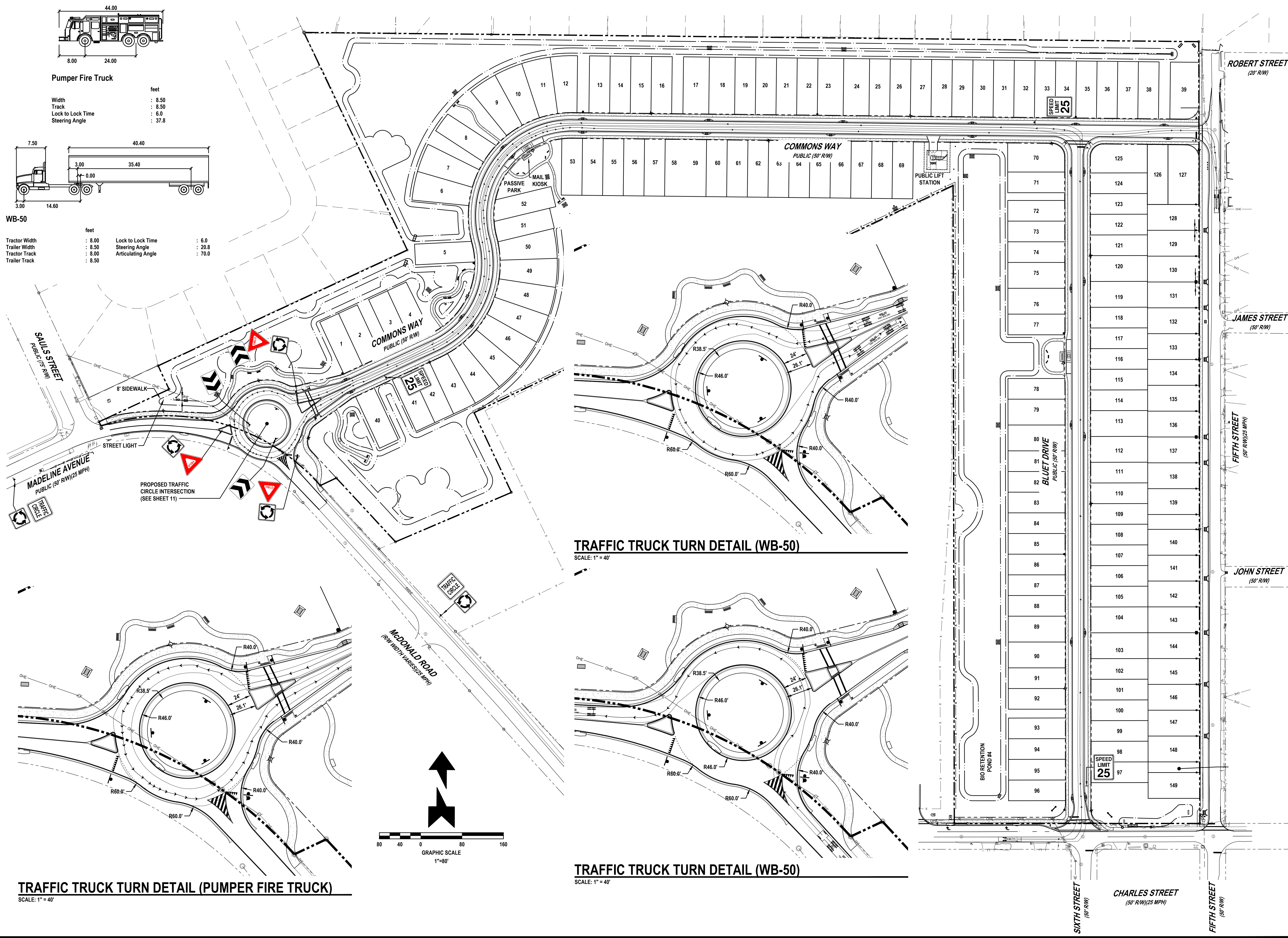
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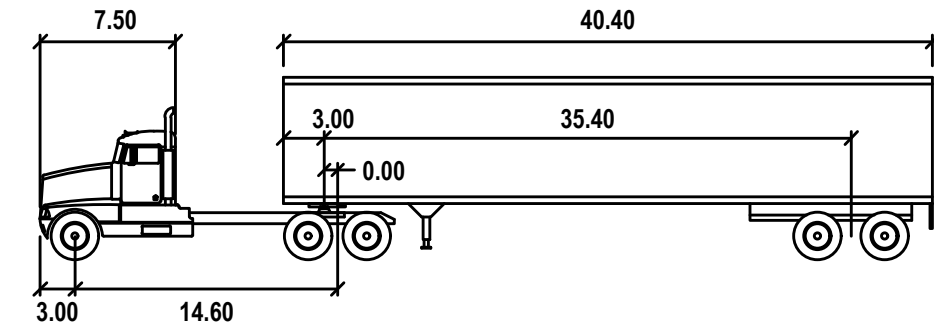
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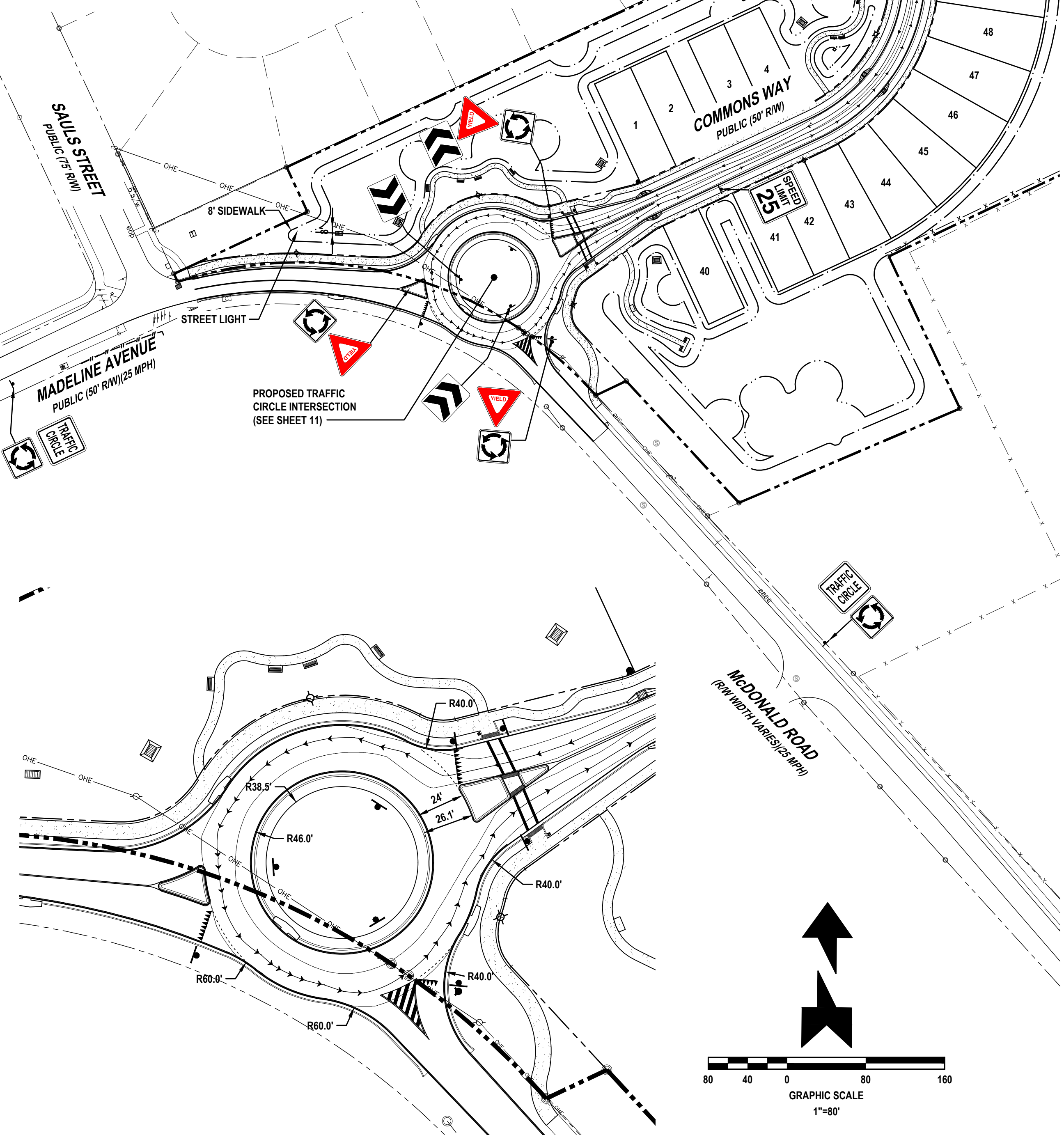
Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

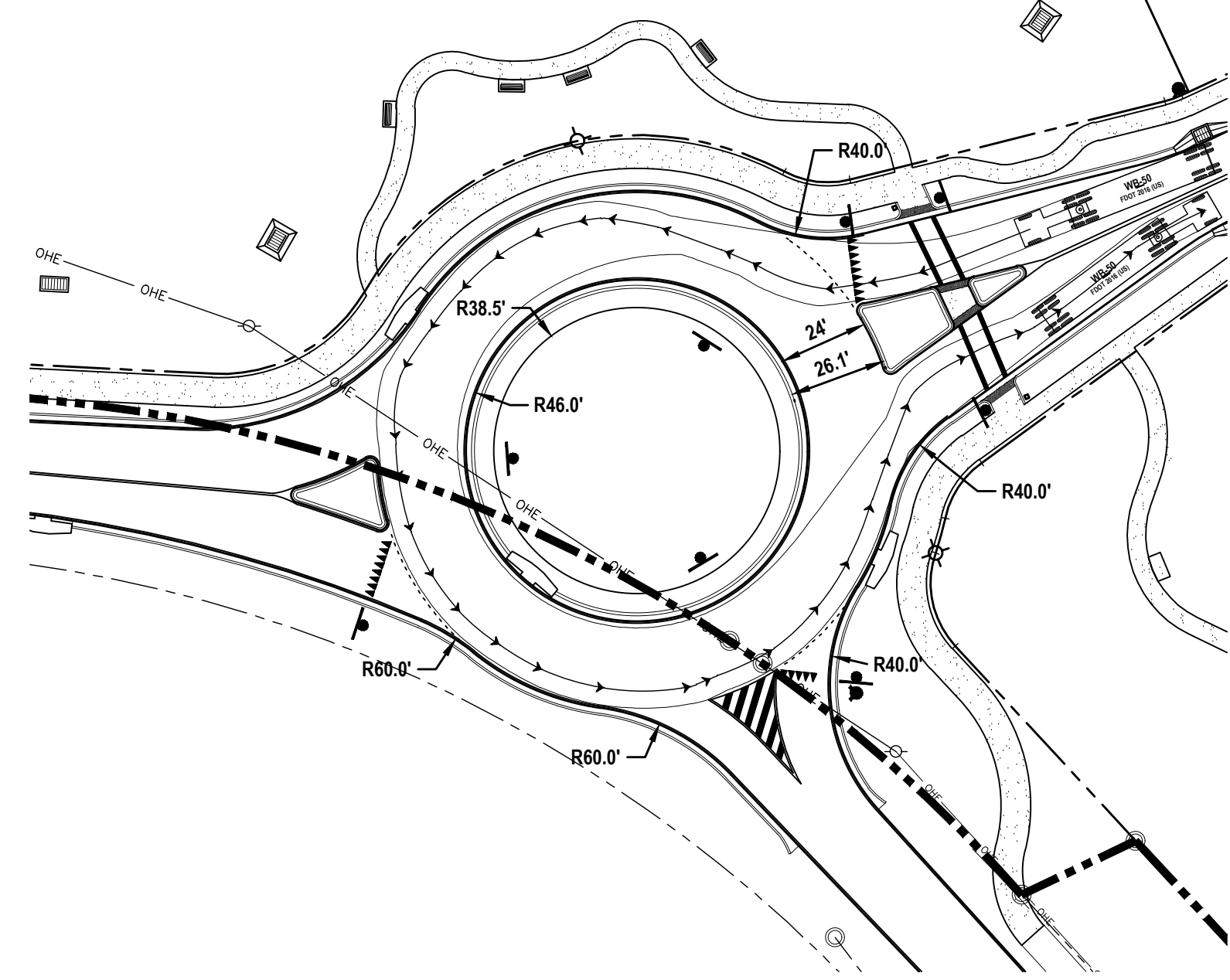


WB-50

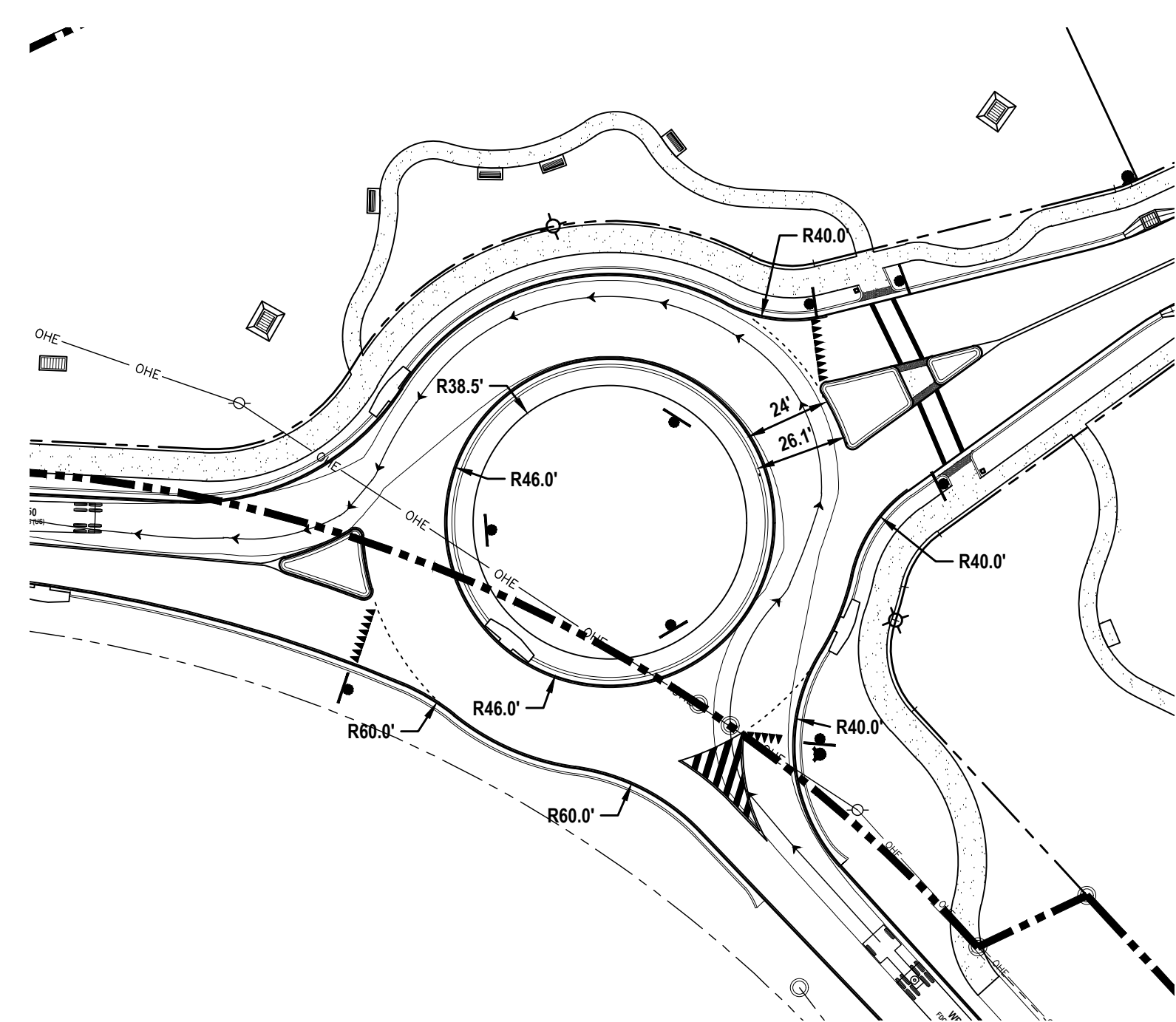
	feet
Tractor Width	: 8.00
Tractor Track	: 8.00
Trailer Width	: 8.50
Trailer Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 20.8
Articulating Angle	: 70.0



TRAFFIC TRUCK TURN DETAIL (PUMPER FIRE TRUCK)
SCALE: 1" = 40'



TRAFFIC TRUCK TURN DETAIL (WB-50)
SCALE: 1" = 40'

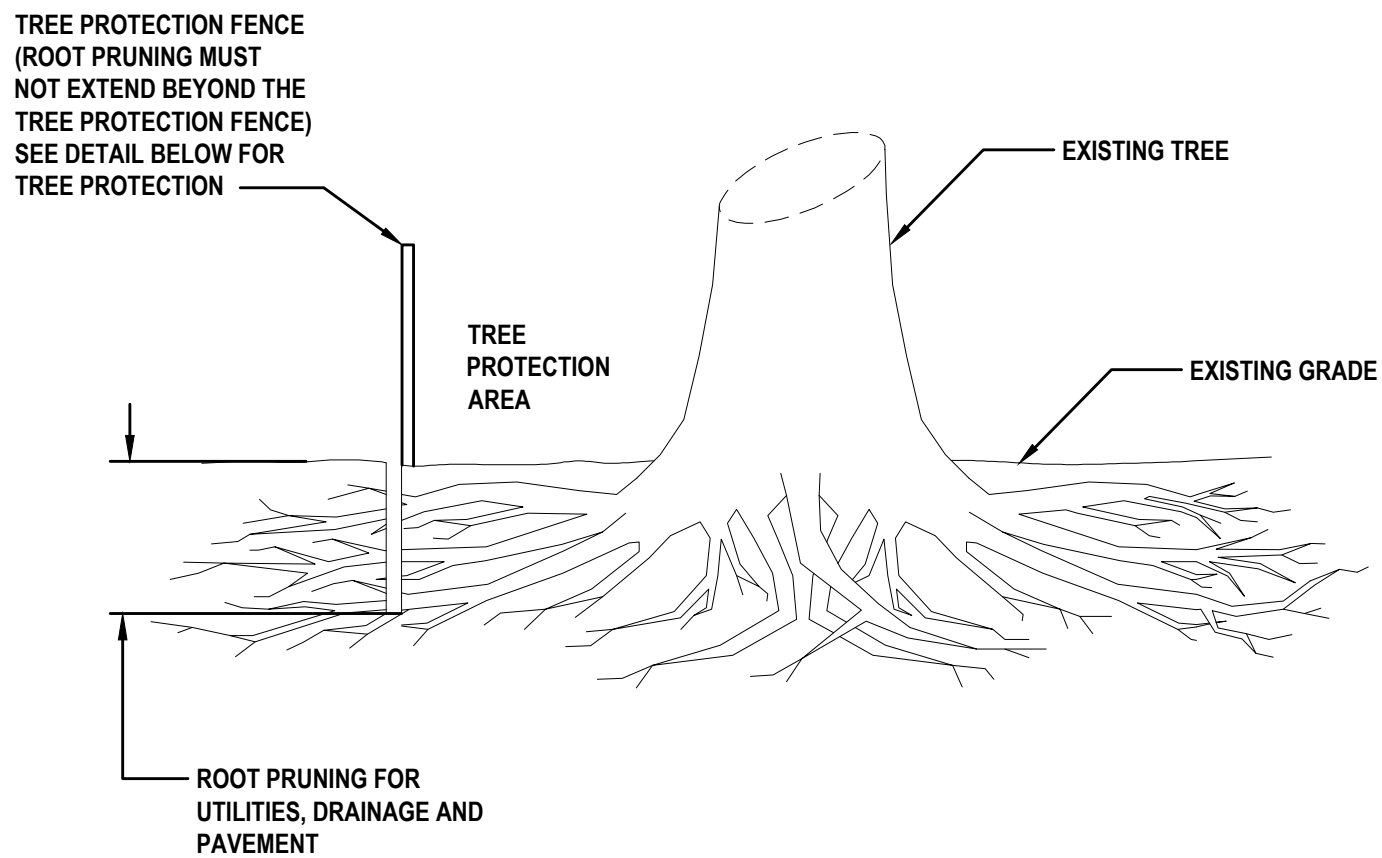


TRAFFIC TRUCK TURN DETAIL (WB-50)
SCALE: 1" = 40'



CONTRACTOR TO USE DOSKO OR VERMEER MECHANICAL ROOT PRUNER EQUIPMENT WHEN WITHIN CRITICAL ROOT ZONE OR TREE PROTECTION AREA FOR INSTALLATION OF 4" CONDUITS FOR ELECTRICAL, CABLE, TELECOMMUNICATIONS AND IRRIGATION SERVICES

MECHANICAL ROOT PRUNER EQUIPMENT DETAIL
NOT TO SCALE

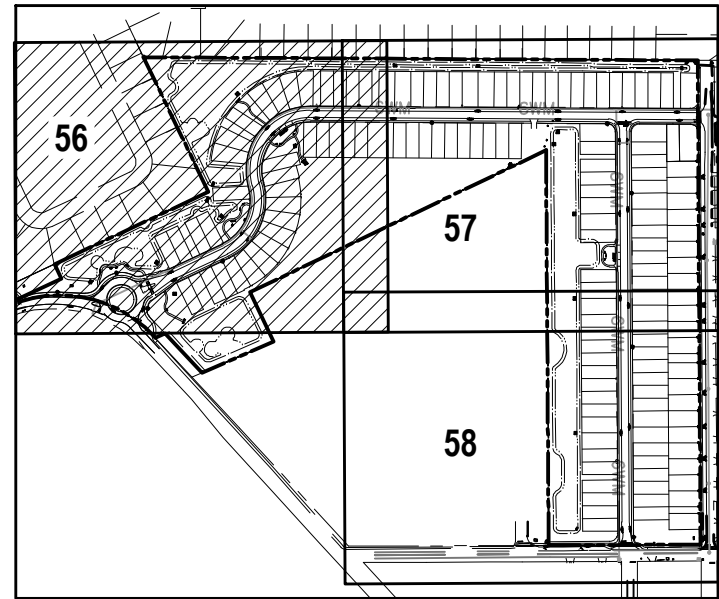
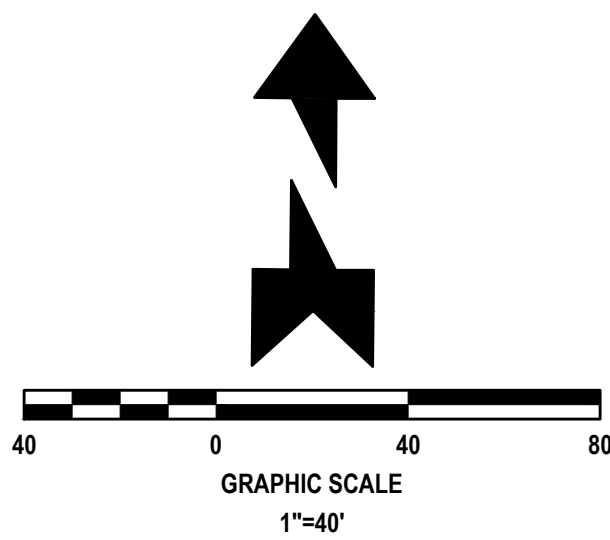


1. INSTALL ALL TREE PROTECTION BARRIERS PRIOR TO CONSTRUCTION. LOCATION OF ALL TREE PROTECTION MUST BE APPROVED BY ISA CERTIFIED ARBORIST AND CITY OF NEW SMYRNA BEACH PRIOR TO CONSTRUCTION.
2. ROOT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI A300.
3. ROOT PRUNING SHALL BE CONDUCTED WITH THE SUPERVISION OF AN ISA CERTIFIED ARBORIST.
4. ALL ROOT PRUNING MUST BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSKO OR VERMEER ROOT MECHANICAL ROOT PRUNER EQUIPMENT).
4. ROOTS OVER 1.5" DIAMETER SHALL HAVE A CLEAN CUT MADE BY A CLEAN SAW ON THE SURFACE OF THE ROOT, WHICH IS STILL ATTACHED TO THE TREE. DO NOT PAINT THE CUT ROOT END. IF EXCAVATION IS FOR INSTALLATION OF UNDERGROUND UTILITIES AND DRAINAGE AND ROOTS ARE BROKEN OR CHOPPED; THEN ALL ROOTS SHALL BE CLEANED SAW AT CHOPPED OR BROKEN POINT.

ROOT PRUNING DETAIL
NOT TO SCALE

LEGEND

TREE ROOT PRUNING ZONE
(SEE DETAILS THIS SHEET)



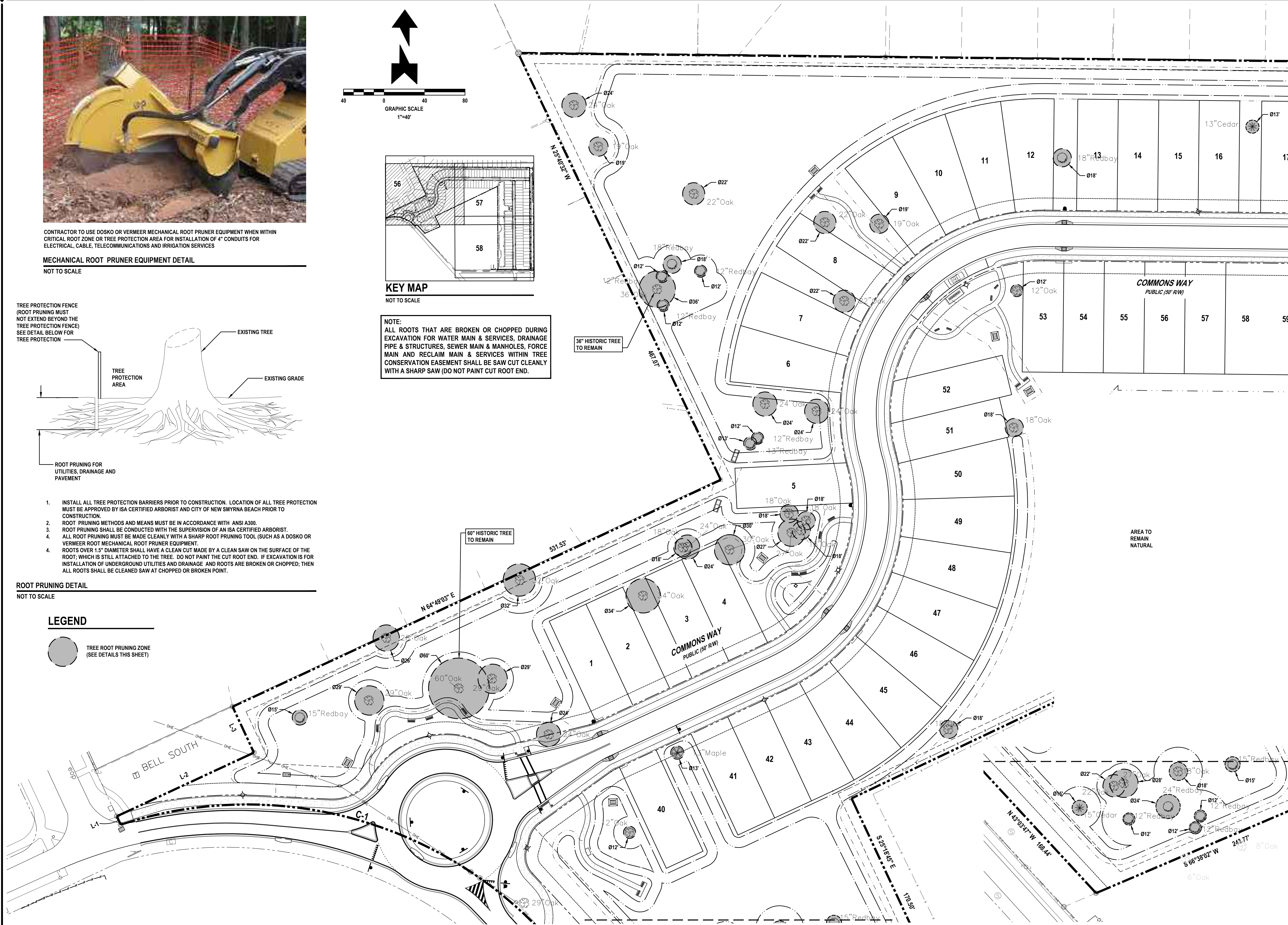
KEY MAP
NOT TO SCALE

NOTE:
ALL ROOTS THAT ARE BROKEN OR CHOPPED DURING EXCAVATION FOR WATER MAIN & SERVICES, DRAINAGE PIPE & STRUCTURES, SEWER MAIN & MANHOLES, FORCE MAIN AND RECLAIM MAIN & SERVICES WITHIN TREE CONSERVATION EASEMENT SHALL BE SAW CUT CLEANLY WITH A SHARP SAW (DO NOT PAINT CUT ROOT END.

36" HISTORIC TREE TO REMAIN

60" HISTORIC TREE TO REMAIN

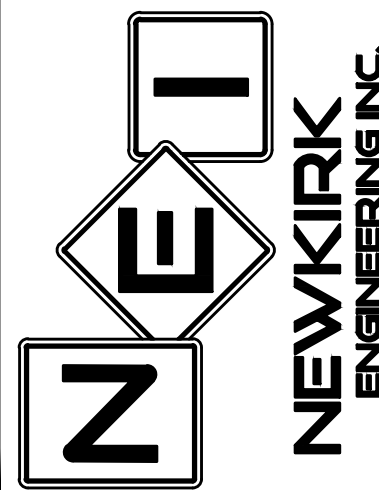
AREA TO REMAIN NATURAL



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

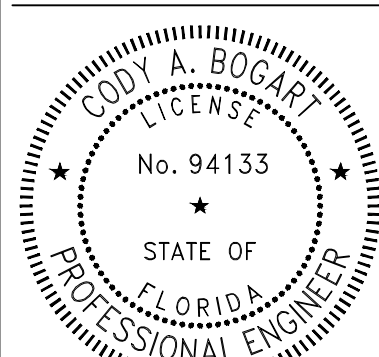
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TREE PROTECTION AND
ROOT PRUNING PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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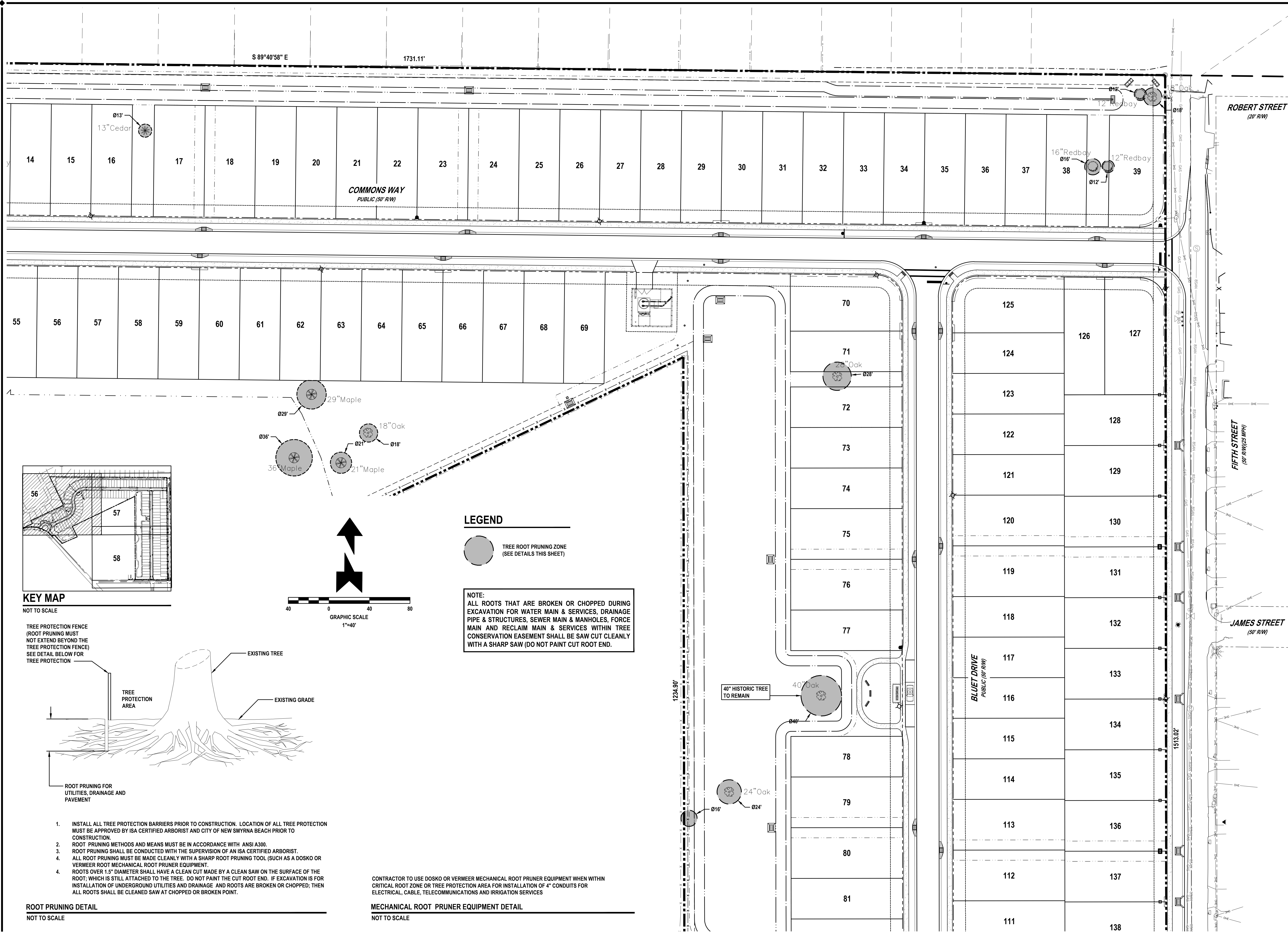


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CHECKED BY: HHN
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DRAWING NUMBER

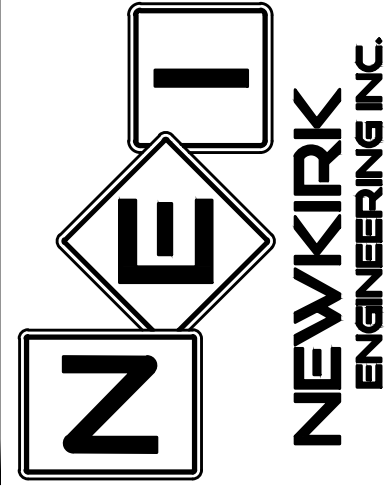
56



REVISIONS

DATE	DESCRIPTION
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7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

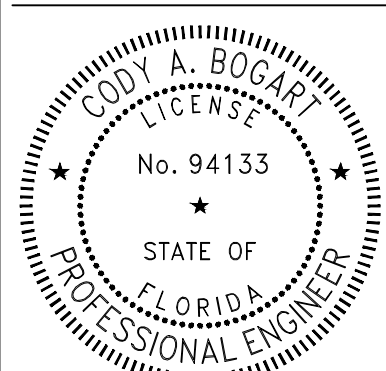
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TREE PROTECTION AND ROOT PRUNING PLAN MADELINE COMMONS 975 McDONALD ROAD PORT ORANGE, FL 32129

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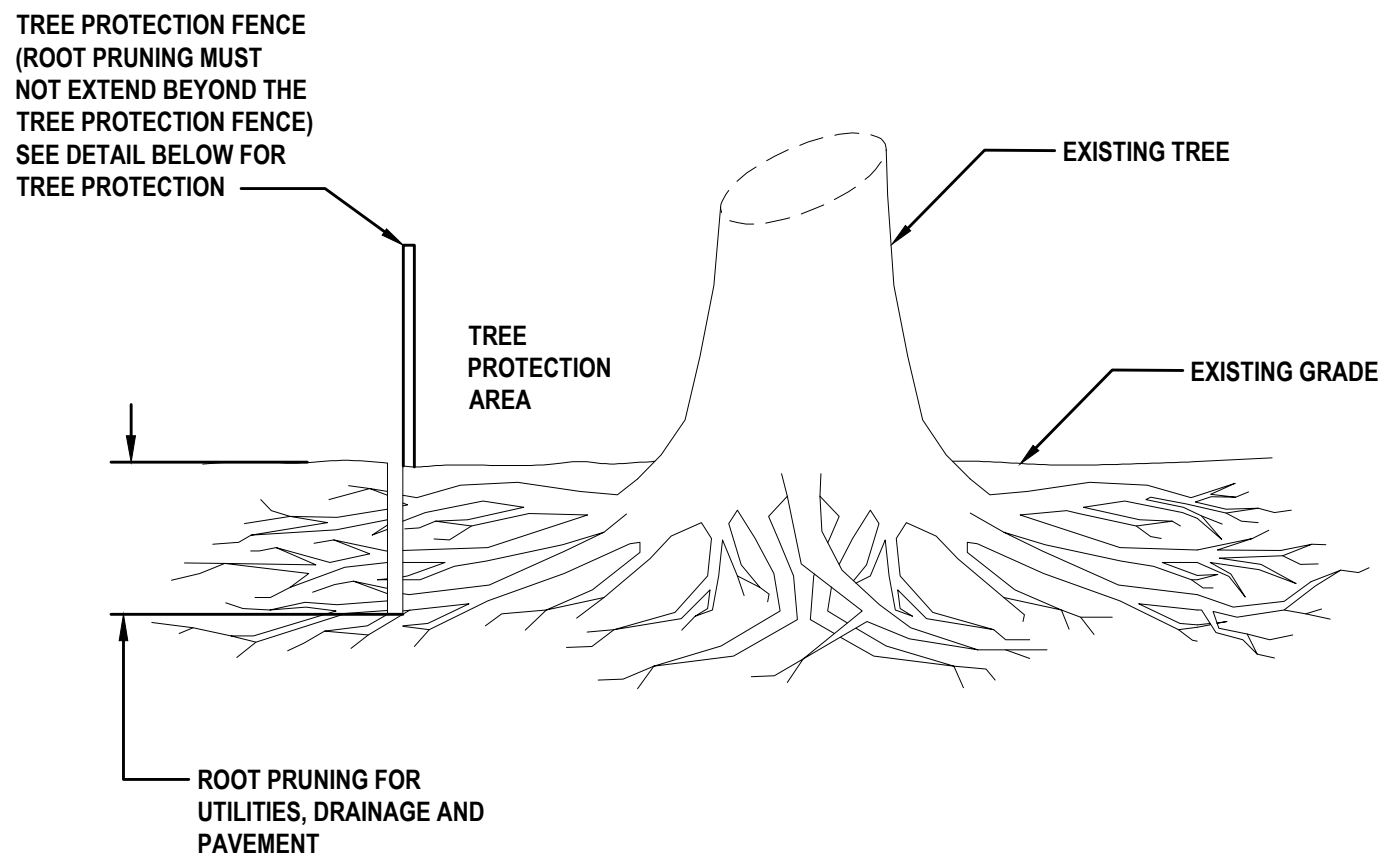
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DRAWN BY:	CRA
CHECKED BY:	HNN
SCALE:	1" = 40'
DRAWING NUMBER	

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CONTRACTOR TO USE DOSKO OR VERMEER MECHANICAL ROOT PRUNER EQUIPMENT WHEN WITHIN CRITICAL ROOT ZONE OR TREE PROTECTION AREA FOR INSTALLATION OF 4" CONDUITS FOR ELECTRICAL, CABLE, TELECOMMUNICATIONS AND IRRIGATION SERVICES

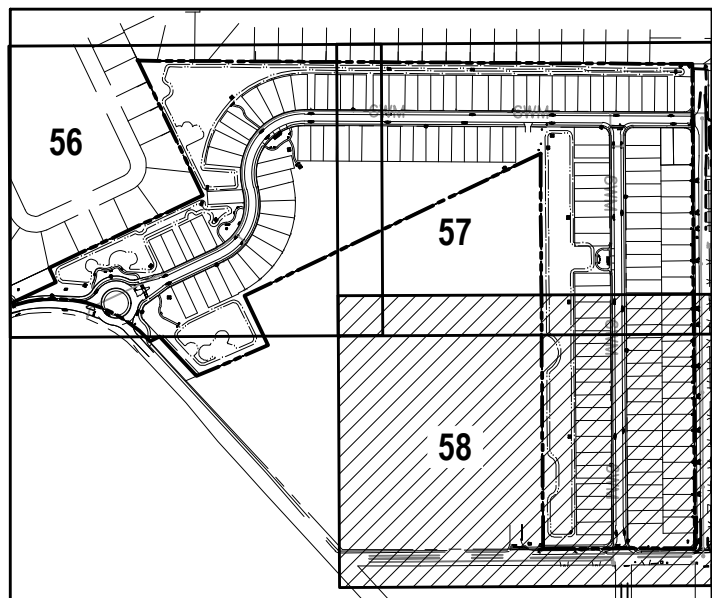
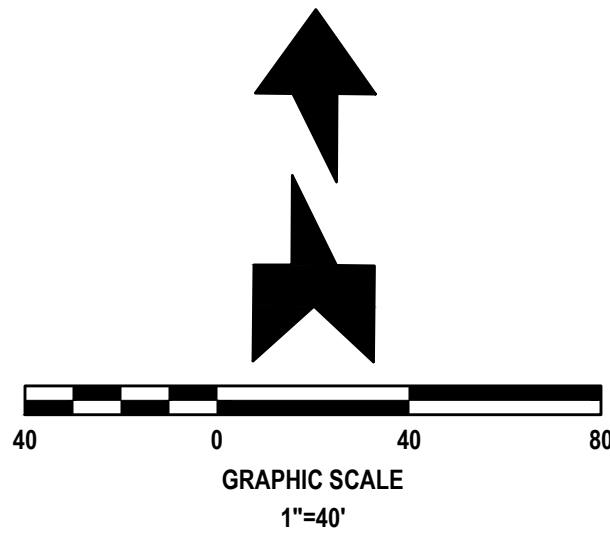
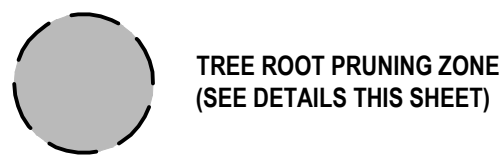
MECHANICAL ROOT PRUNER EQUIPMENT DETAIL
NOT TO SCALE



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2. ROOT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI A300.
3. ROOT PRUNING SHALL BE CONDUCTED WITH THE SUPERVISION OF AN ISA CERTIFIED ARBORIST.
4. ALL ROOT PRUNING MUST BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSKO OR VERMEER ROOT MECHANICAL ROOT PRUNER EQUIPMENT).
5. ROOTS OVER 1.5" DIAMETER SHALL HAVE A CLEAN CUT MADE BY A CLEAN SAW ON THE SURFACE OF THE ROOT; WHICH IS STILL ATTACHED TO THE TREE. DO NOT PAINT THE CUT ROOT END. IF EXCAVATION IS FOR INSTALLATION OF UNDERGROUND UTILITIES AND DRAINAGE AND ROOTS ARE BROKEN OR CHOPPED; THEN ALL ROOTS SHALL BE CLEANED SAW AT CHOPPED OR BROKEN POINT.

ROOT PRUNING DETAIL
NOT TO SCALE

LEGEND



KEY MAP

NOT TO SCALE

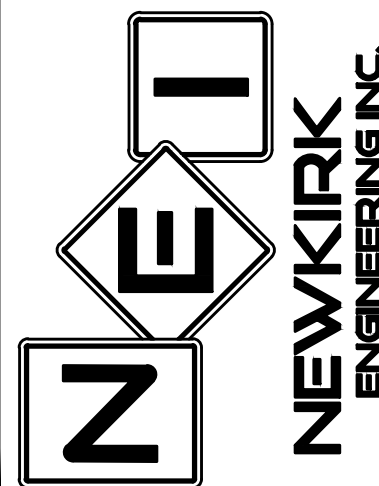
NOTE:
ALL ROOTS THAT ARE BROKEN OR CHOPPED DURING EXCAVATION FOR WATER MAIN & SERVICES, DRAINAGE PIPE & STRUCTURES, SEWER MAIN & MANHOLES, FORCE MAIN AND RECLAIM MAIN & SERVICES WITHIN TREE CONSERVATION EASEMENT SHALL BE SAW CUT CLEANLY WITH A SHARP SAW (DO NOT PAINT CUT ROOT END.



REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
7/18/22	SJRWMD SITE VISIT
8/26/22	CITY COMMENTS

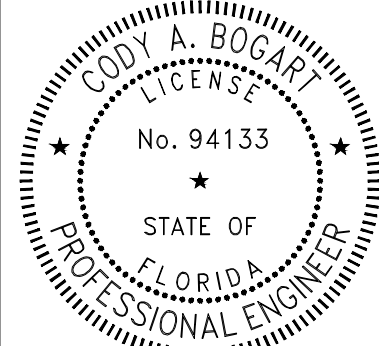
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TREE PROTECTION AND
ROOT PRUNING PLAN
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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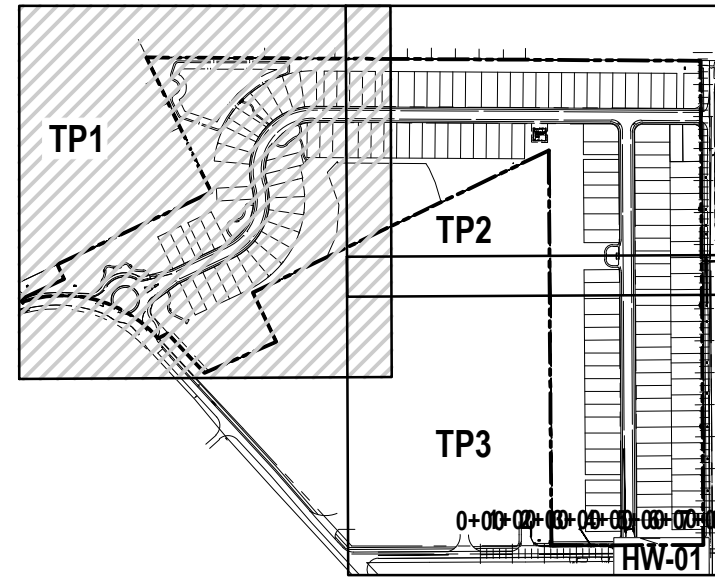


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DRAWN BY: CRA
CHECKED BY: HHN
SCALE: 1" = 40'

DRAWING NUMBER

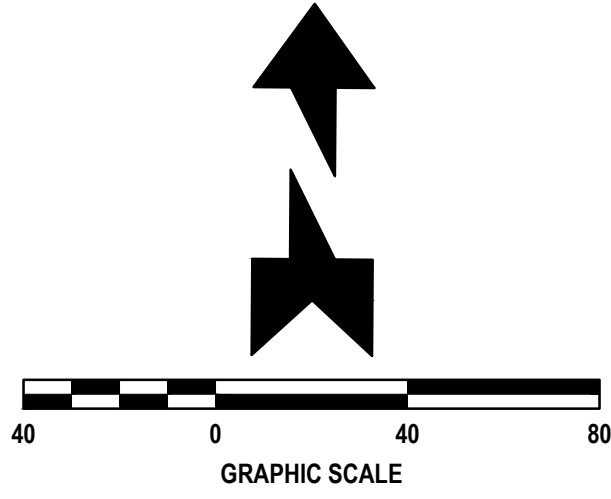
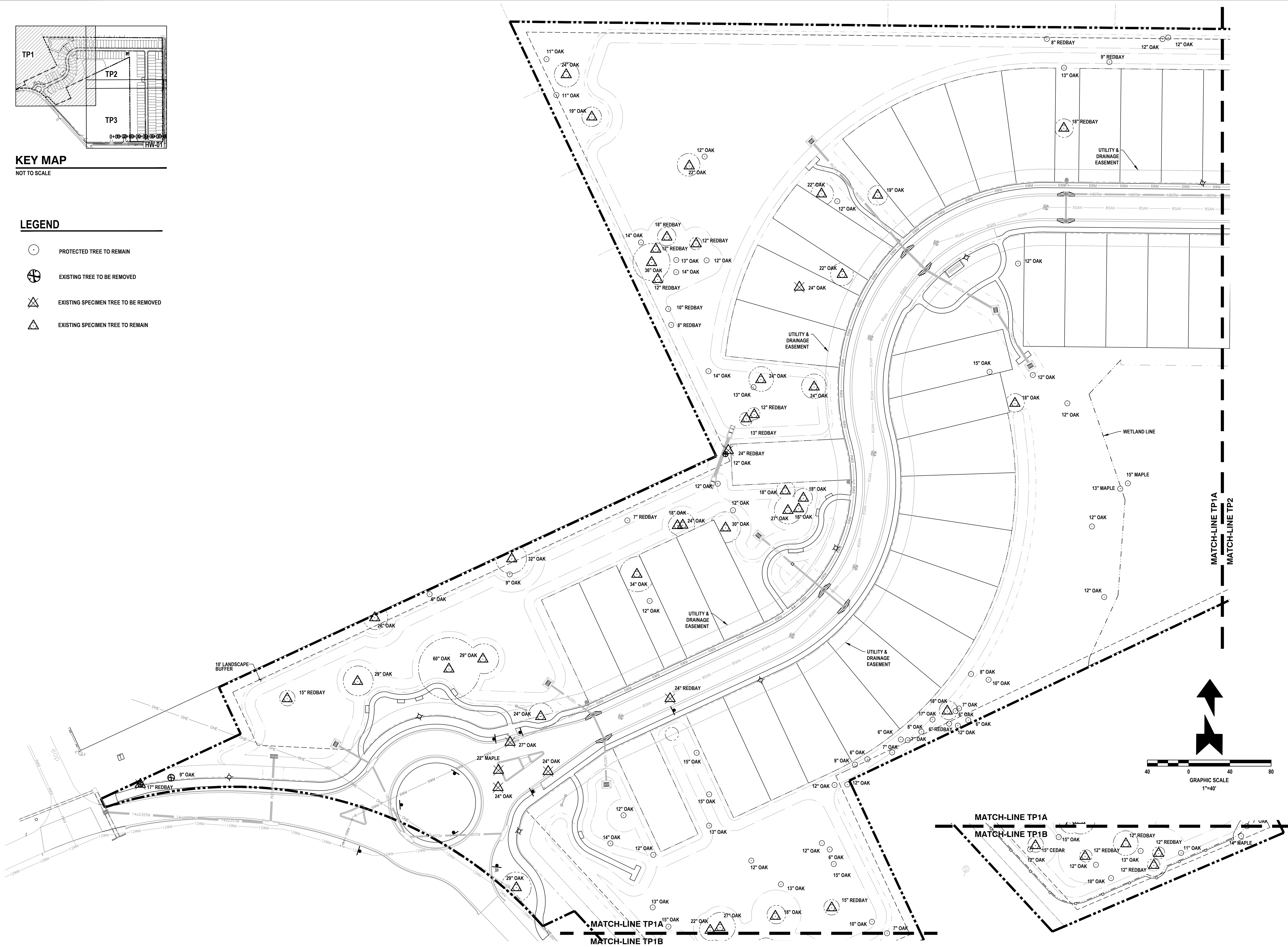
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KEY MAP
NOT TO SCALE

LEGEND

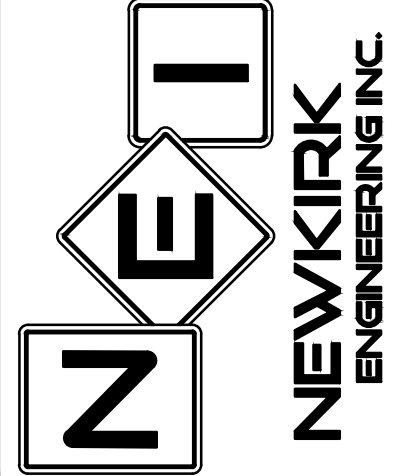
- PROTECTED TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN



REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

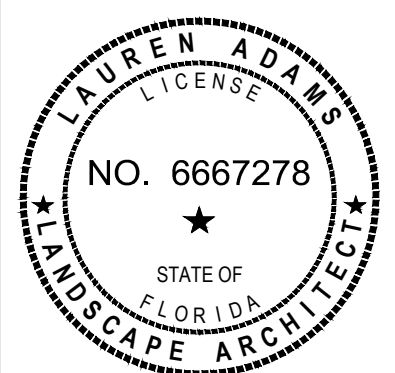
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TREE PROTECTION PLAN
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PORT ORANGE, FL 32128

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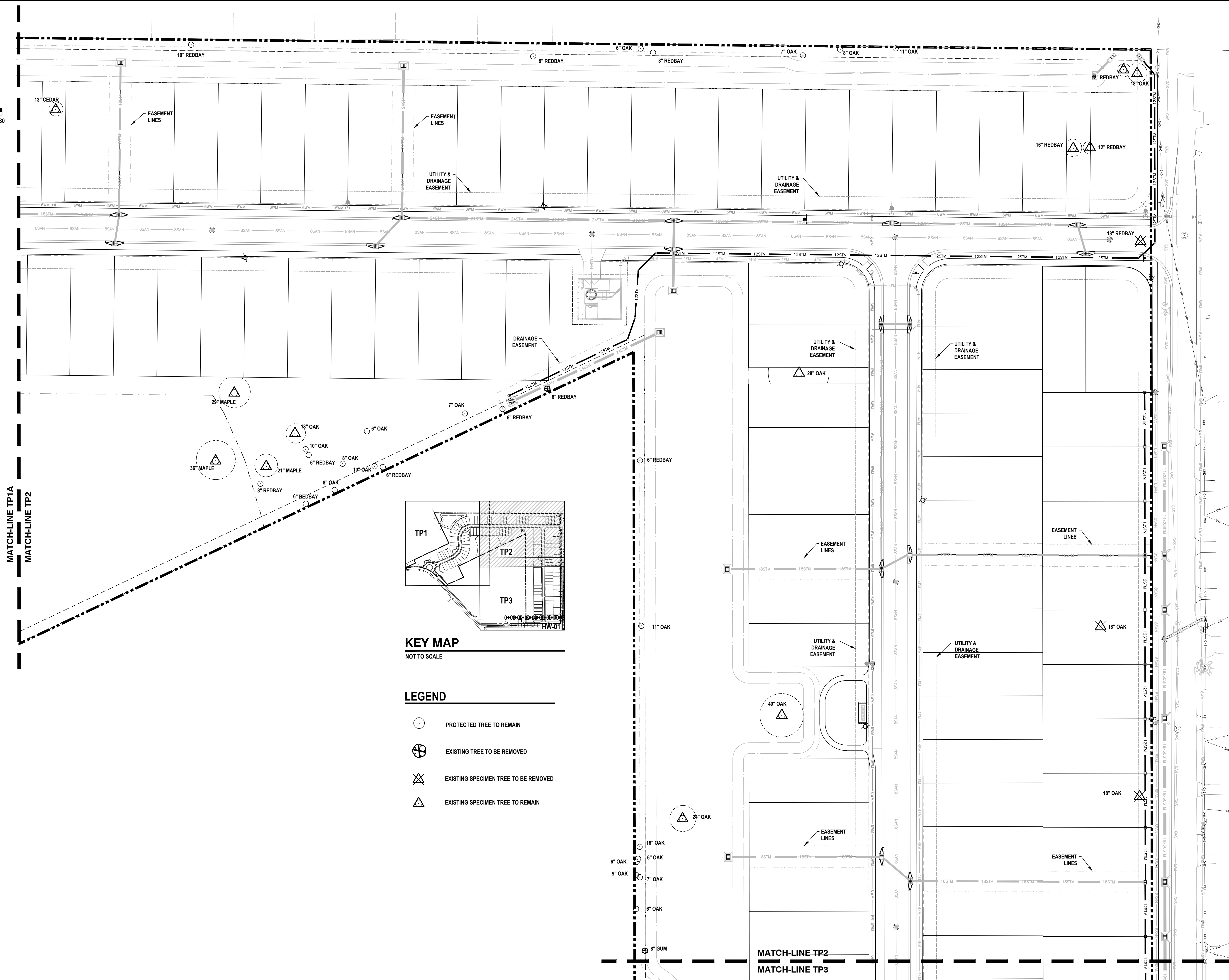
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Digitally signed by Lauren A Adams
Date: 2022.12.27 13:22:01 -05'00'



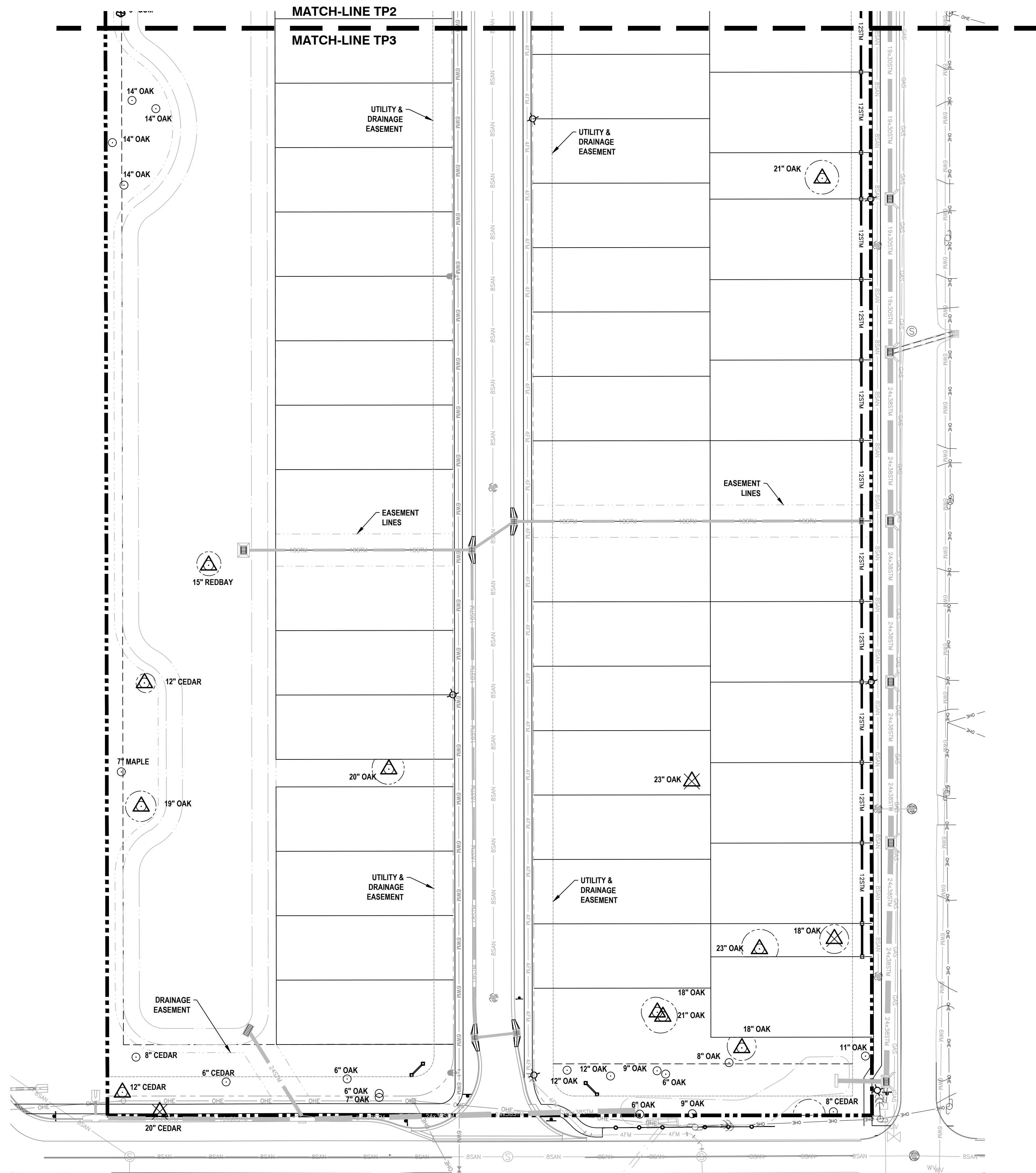
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PROJECT No: 2021-309
DATE: MARCH 2022
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DRAWN BY: BWV
CHECKED BY: LAA
SCALE: 1" = 40'
DRAWING NUMBER

TP1



TP2



Mitigation Tabulation Charts

Section A: Mitigation for All trees 6" or greater from Buffer

Qty.	Size	# Replacement Trees	Subtotal		
for removal					
3	6-8"	1	3	or	\$ 1,018.17
1	9-16"	2	2	or	\$ 678.78
1	17-24"	3	3	or	\$ 1,018.17
	25-32"	4	0	or	\$ -
	33-40"	5	0	or	\$ -
	41" +	6	0	or	\$ -
Total A replacement trees =					\$ 2,715.12

Section B: Administrative replacement for diseased or dead Specimen trees

Qty.	Size	# Replacement Trees	Subtotal		
for removal					
	12-16"	2	0	or	\$ -
	17-24"	3	0	or	\$ -
	25-32"	4	0	or	\$ -
	33-40"	5	0	or	\$ -
	41" +	6	0	or	\$ -
Total B replacement trees =					\$ -

Section C: Mitigation for healthy Specimen trees

Qty.	Size	# Replacement Trees	Subtotal		
for removal					
	12-16"	2	0	or	\$ -
13	17-24"	3	39	or	\$ 13,236.21
1	25-32"	4	4	or	\$ 1,357.56
	33-40"	5	0	or	\$ -
	41" +	6	0	or	\$ -
Total B replacement trees =					\$ 14,593.77

Section D: Mitigation for diseased Historic trees (5% cross sectional area, Res. 20-46)

Qty.	Size	Replacement sq. inches	# Replacement trees		
for removal					
	36	0.00	0	or	\$0
	50	0.00	0	or	\$ -
	75	0.00	0	or	\$ -
Total C replacement trees =					\$ -

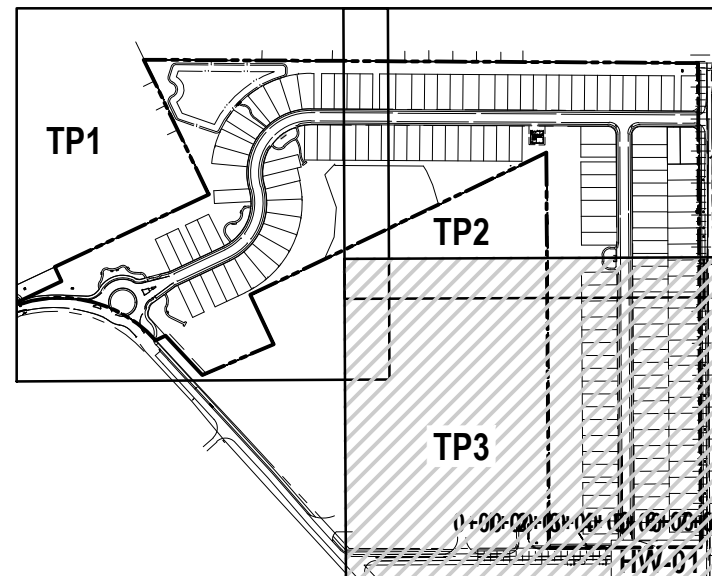
Section E: Mitigation for healthy Historic trees (15% cross sectional area, Res. 20-46)

Qty.	Size	Replacement inches	# Replacement trees		
for removal					
	52	0.00	0	or	\$ -
	65	0.00	0	or	\$ -
	75	0.00	0	or	\$ -
Total D replacement trees =					\$ -

Total replacement trees = 51 or \$ 17,308.89

Replacement trees shall be minimum four-inch caliper, 14 feet high

MITIGATION SUMMARY	QTY	FUND CONTRIBUTION
REPLACEMENT TREES REQUIRED	51	\$17,308.89
REPLACEMENT TREES PROVIDED	51	\$17,308.89
REMAINDER REQUIRED	0	\$0.00

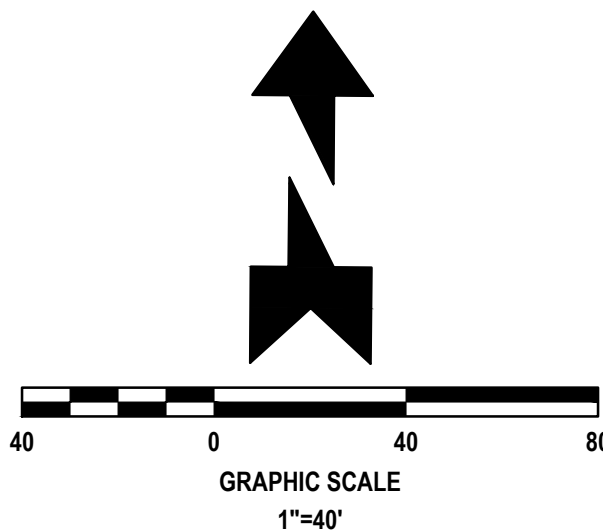


KEY MAP

NOT TO SCALE

LEGEND

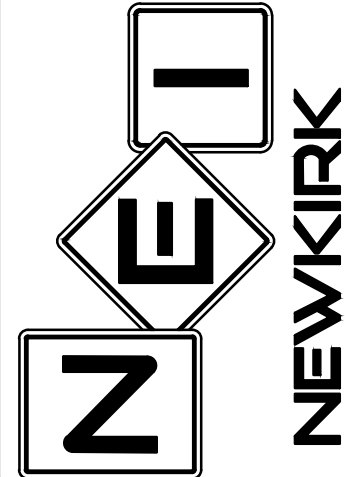
- PROTECTED TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN



REVISIONS

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8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

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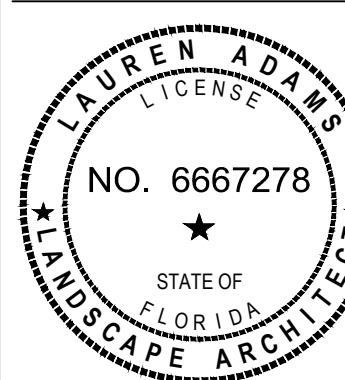


TREE PROTECTION PLAN
MADELINE COMMONS
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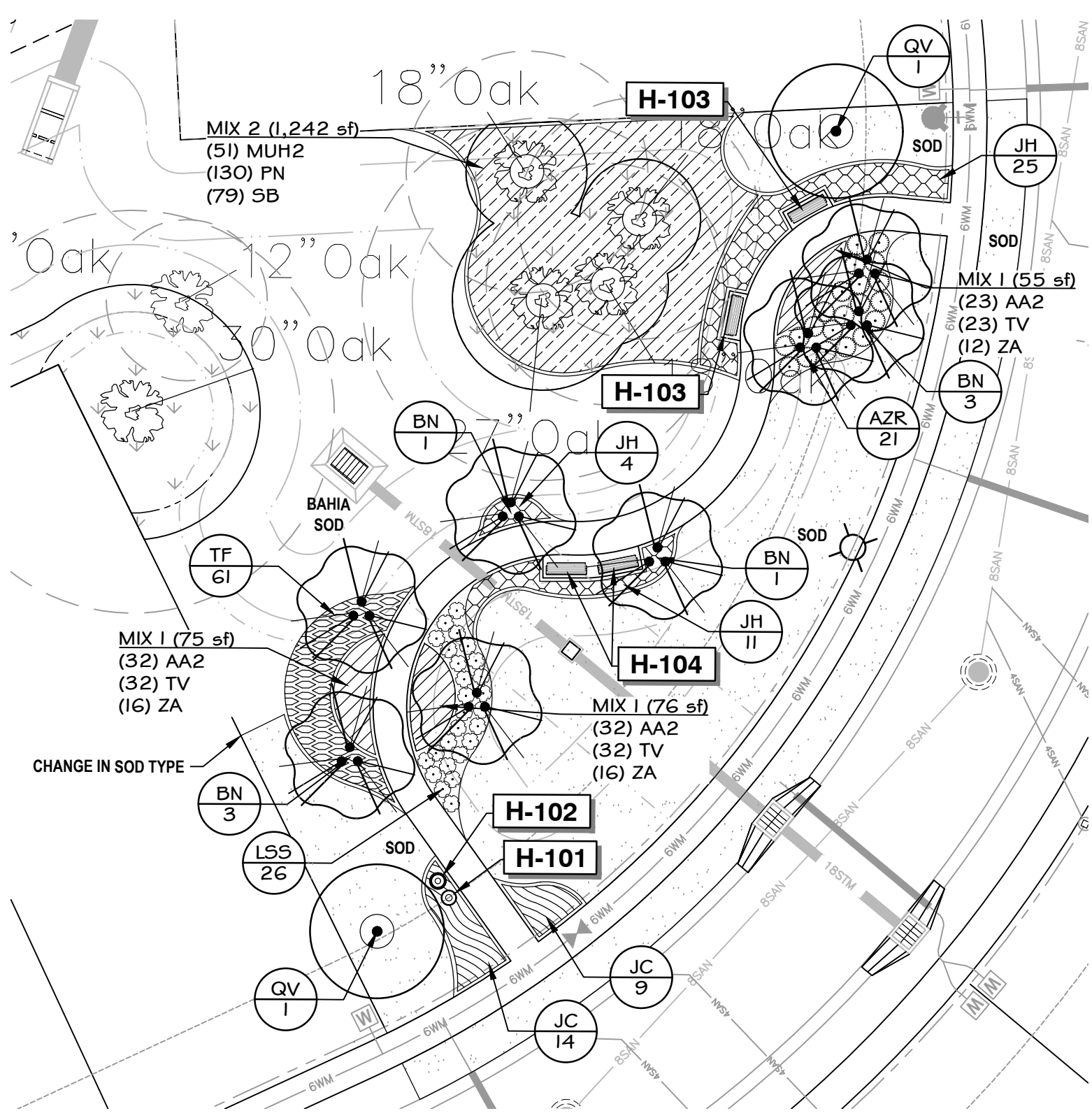


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CHECKED BY: LAA
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TP3



PARK ENLARGEMENT 1

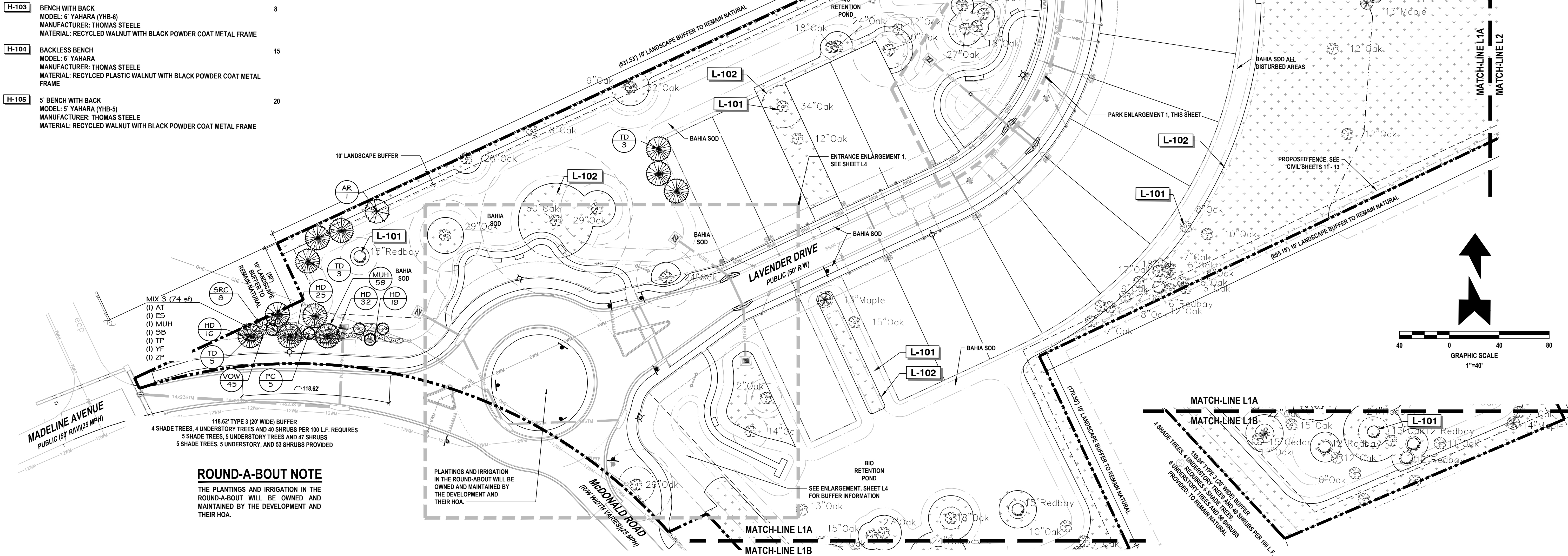
SCALE: 1" = 20'

HARDSCAPE SCHEDULE

SYMBOL	HARDSCAPE DESCRIPTION	QTY
H-101	TRASH CAN MODEL: YAHARA WITH COVERED SQUARE LID MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT/BLACK POWDER COAT FINISH METAL FRAME	5
H-102	COMPLETE PET WASTE STATION MODEL: 3278 ET&T DISTRIBUTORS, INC.	5
H-103	BENCH WITH BACK MODEL: 6 YAHARA (YHB-6) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED WALNUT WITH BLACK POWDER COAT METAL FRAME	8
H-104	BACKLESS BENCH MODEL: 6 YAHARA MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT WITH BLACK POWDER COAT METAL FRAME	15
H-105	5' BENCH WITH BACK MODEL: 5 YAHARA (YHB-5) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED WALNUT WITH BLACK POWDER COAT METAL FRAME	20

PLANTING NOTES SCHEDULE

SYMBOL	DESCRIPTION
L-101	EXISTING TREE TO REMAIN, SEE EXISTING TREE NOTES SHEET L5 AND TREE PROTECTION DETAIL, CIVIL SHEET 08
L-102	AREA TO REMAIN NATURAL. SEE NOTE 27, SHEET L5



ROUND-A-BOUT NOTE

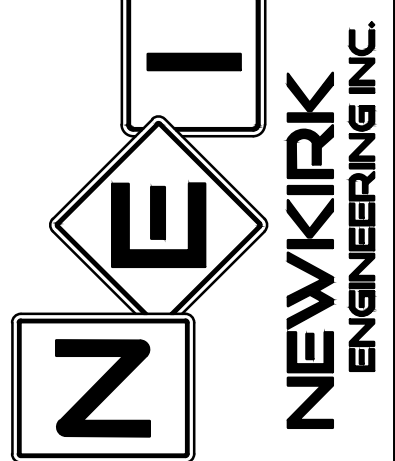
THE PLANTINGS AND IRRIGATION IN THE ROUND-A-BOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.

PLANTINGS AND IRRIGATION IN THE ROUND-ABOUT WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT AND THEIR HOA.

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

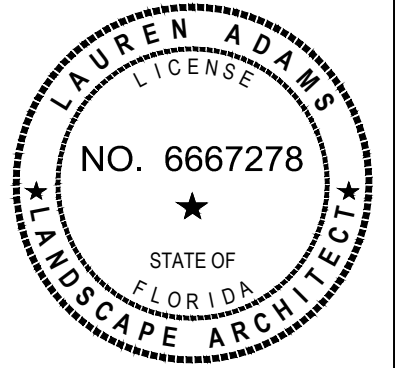
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LANDSCAPE PLAN
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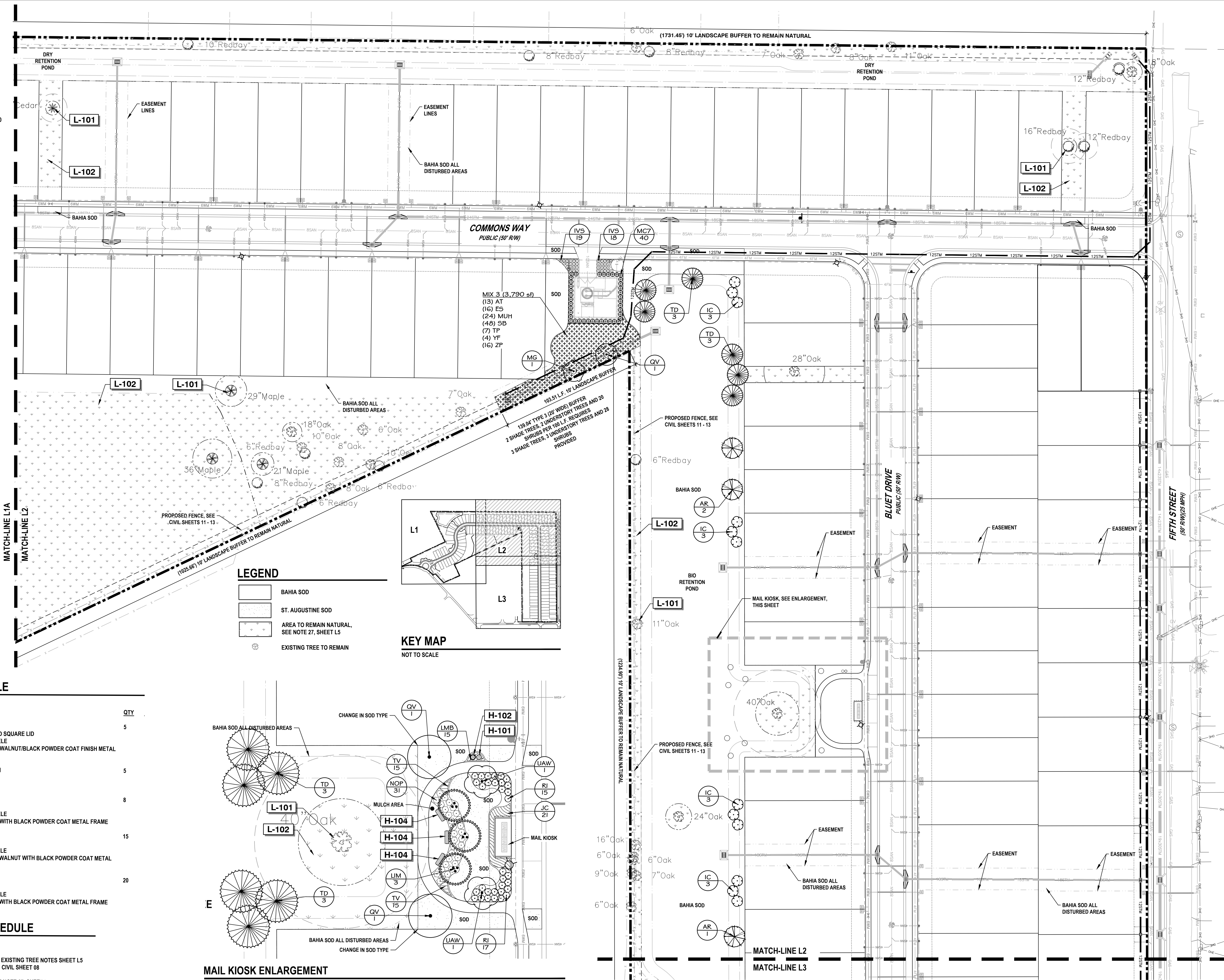
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DESIGN BY:	LAA
DRAWN BY:	BVV
CHECKED BY:	LAA
SCALE:	1" = 40'
DRAWING NUMBER	L1



HARDSCAPE SCHEDULE

SYMBOL	HARDSCAPE DESCRIPTION	QTY
H-101	TRASH CAN MODEL: YAHARA WITH COVERED SQUARE LID MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT/BLACK POWDER COAT FINISH METAL FRAME	5
H-102	COMPLETE PET WASTE STATION MODEL: 3278 ET&T DISTRIBUTORS, INC.	5
H-103	BENCH WITH BACK MODEL: 6' YAHARA (YHB-6) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT WITH BLACK POWDER COAT METAL FRAME	8
H-104	BACKLESS BENCH MODEL: 6' YAHARA MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED PLASTIC WALNUT WITH BLACK POWDER COAT METAL FRAME	15
H-105	5' BENCH WITH BACK MODEL: 5' YAHARA (YHB-5) MANUFACTURER: THOMAS STEELE MATERIAL: RECYCLED WALNUT WITH BLACK POWDER COAT METAL FRAME	20

PLANTING NOTES SCHEDULE

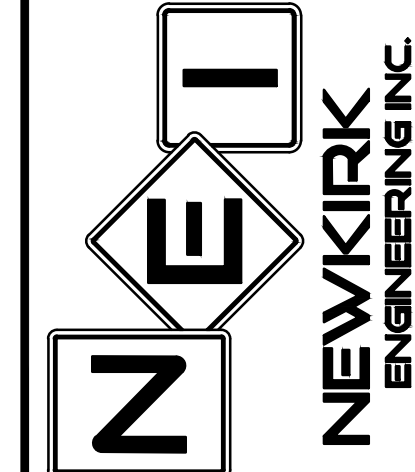
<u>SYMBOL</u>	<u>DESCRIPTION</u>
L-101	EXISTING TREE TO REMAIN, SEE EXISTING TREE NOTES SHEET L5 AND TREE PROTECTION DETAIL, CIVIL SHEET 08
L-102	AREA TO REMAIN NATURAL. SEE NOTE 27, SHEET L5

REVISIONS	
DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

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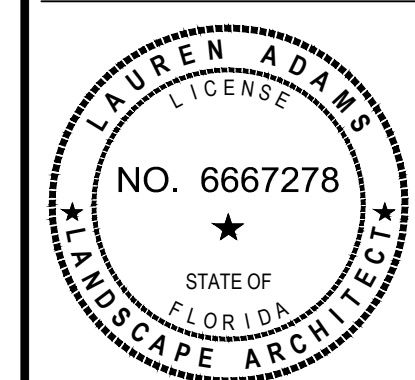


LANDSCAPE PLAN
MADELINE COMMONS
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by Lauren A
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13:15:35 -05'00

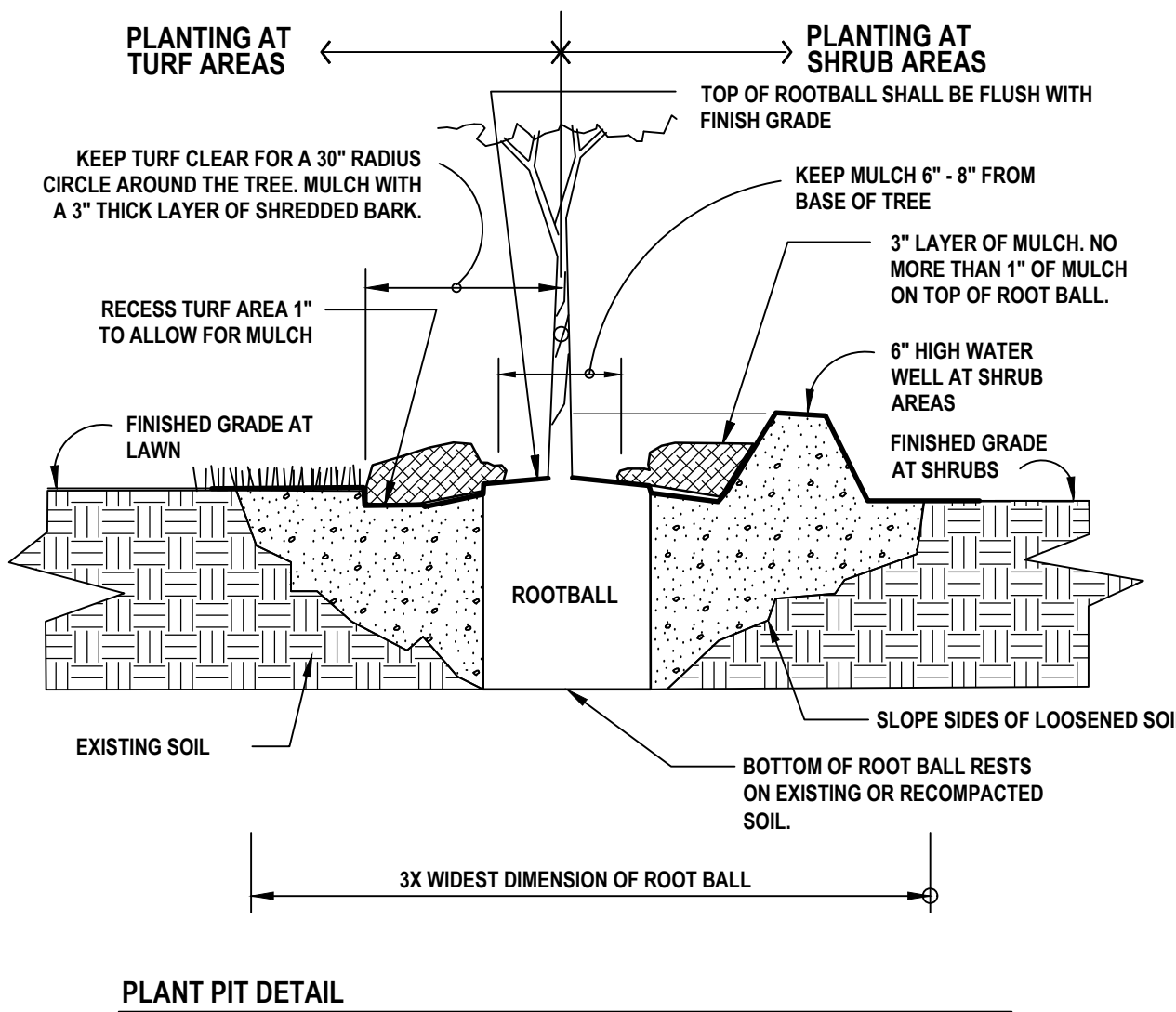
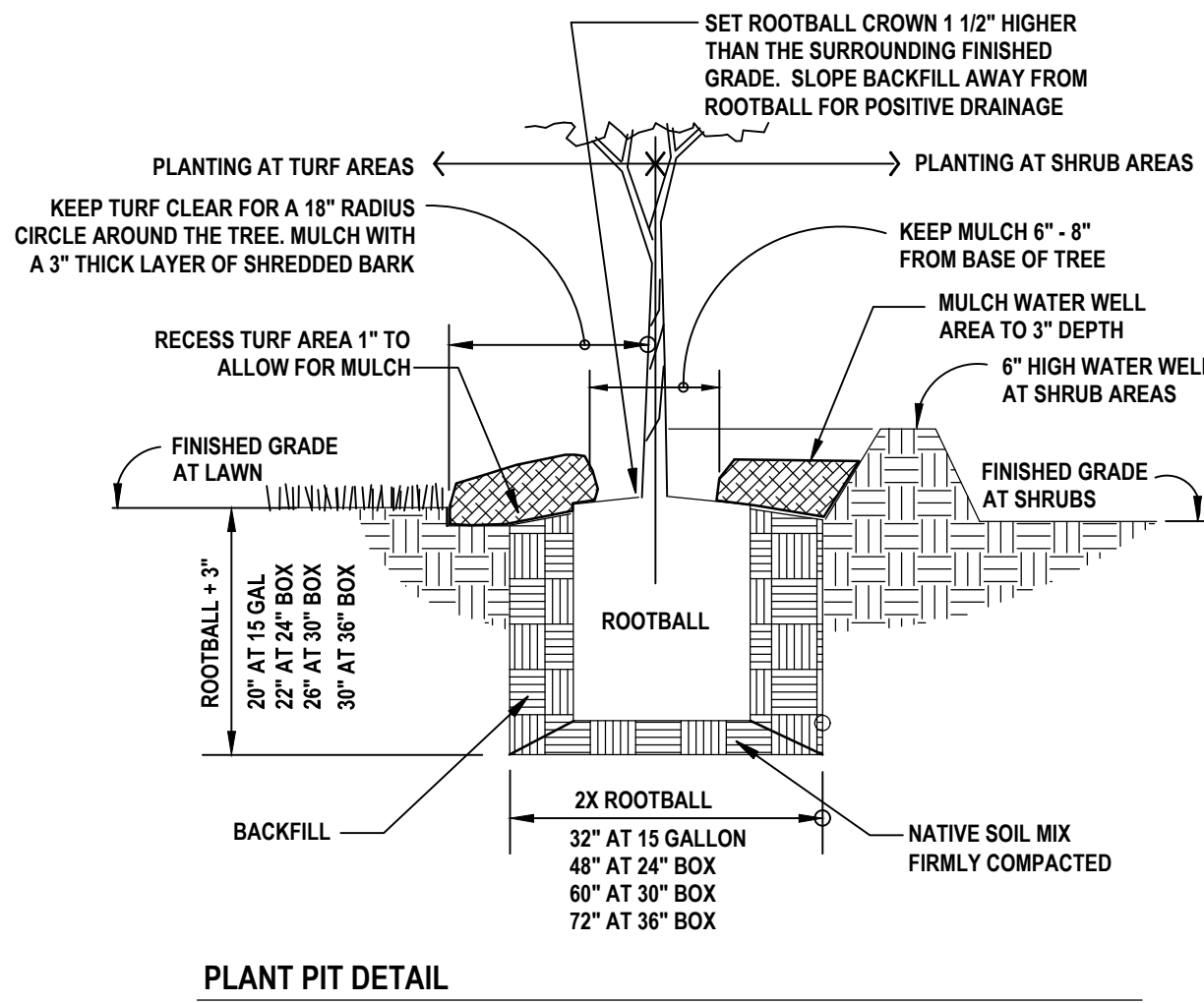
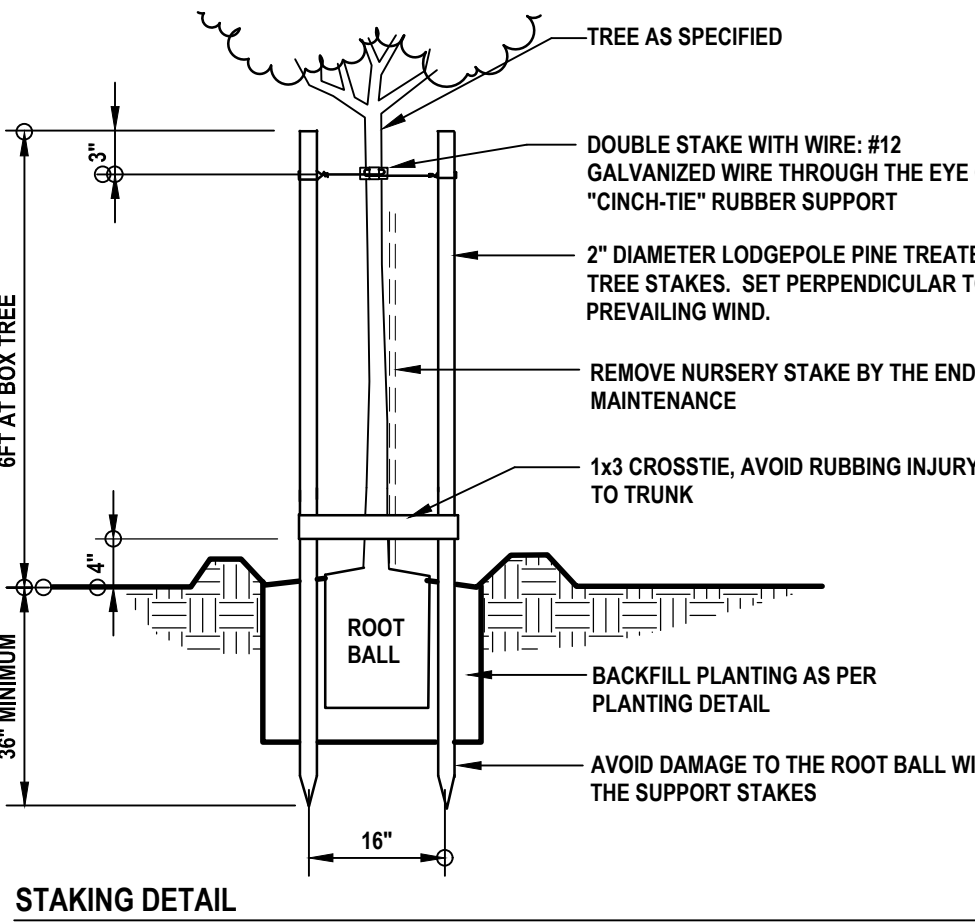
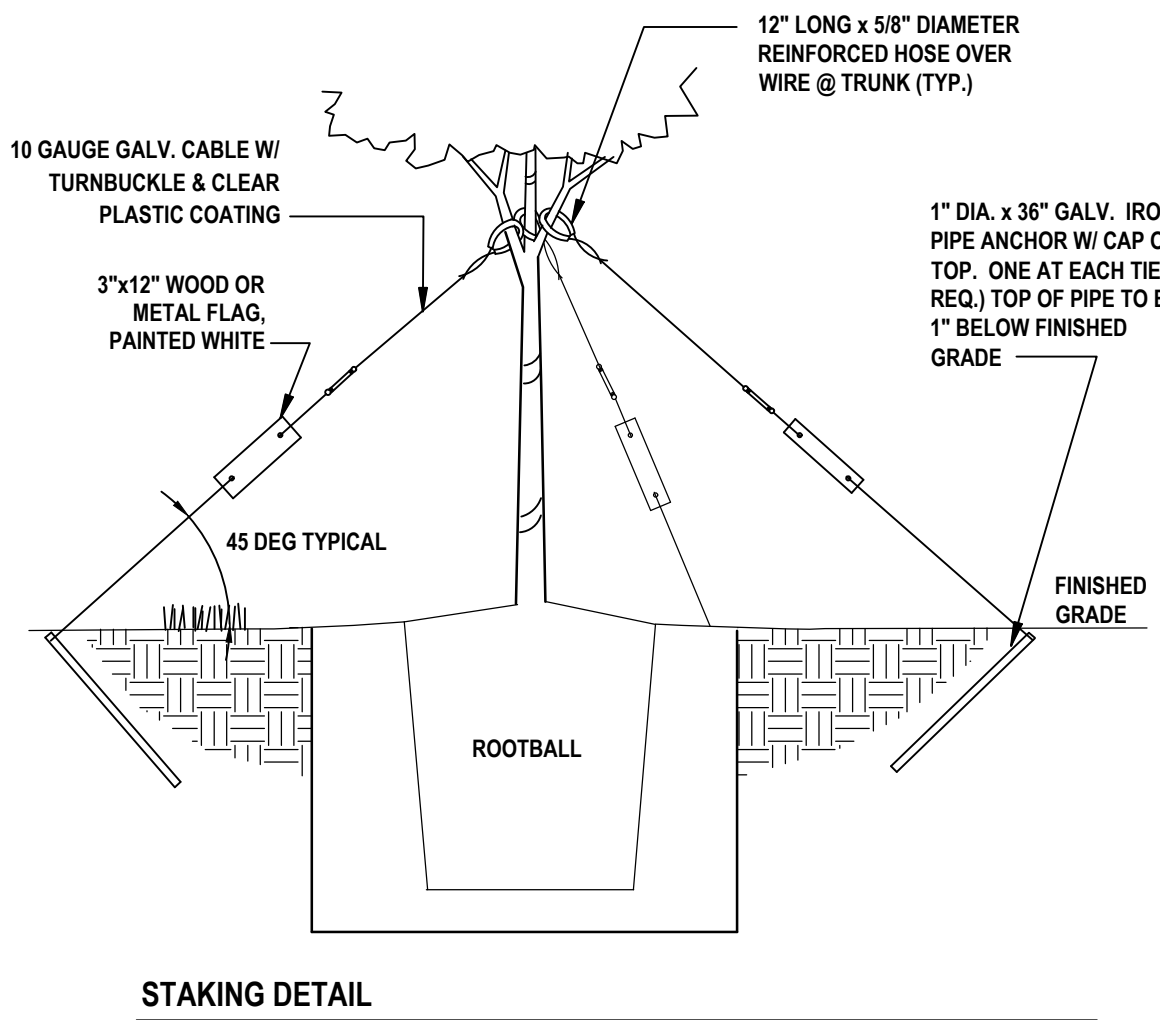


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SCALE:	1" = 40'

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L2



3 TREE PLANTING DETAIL

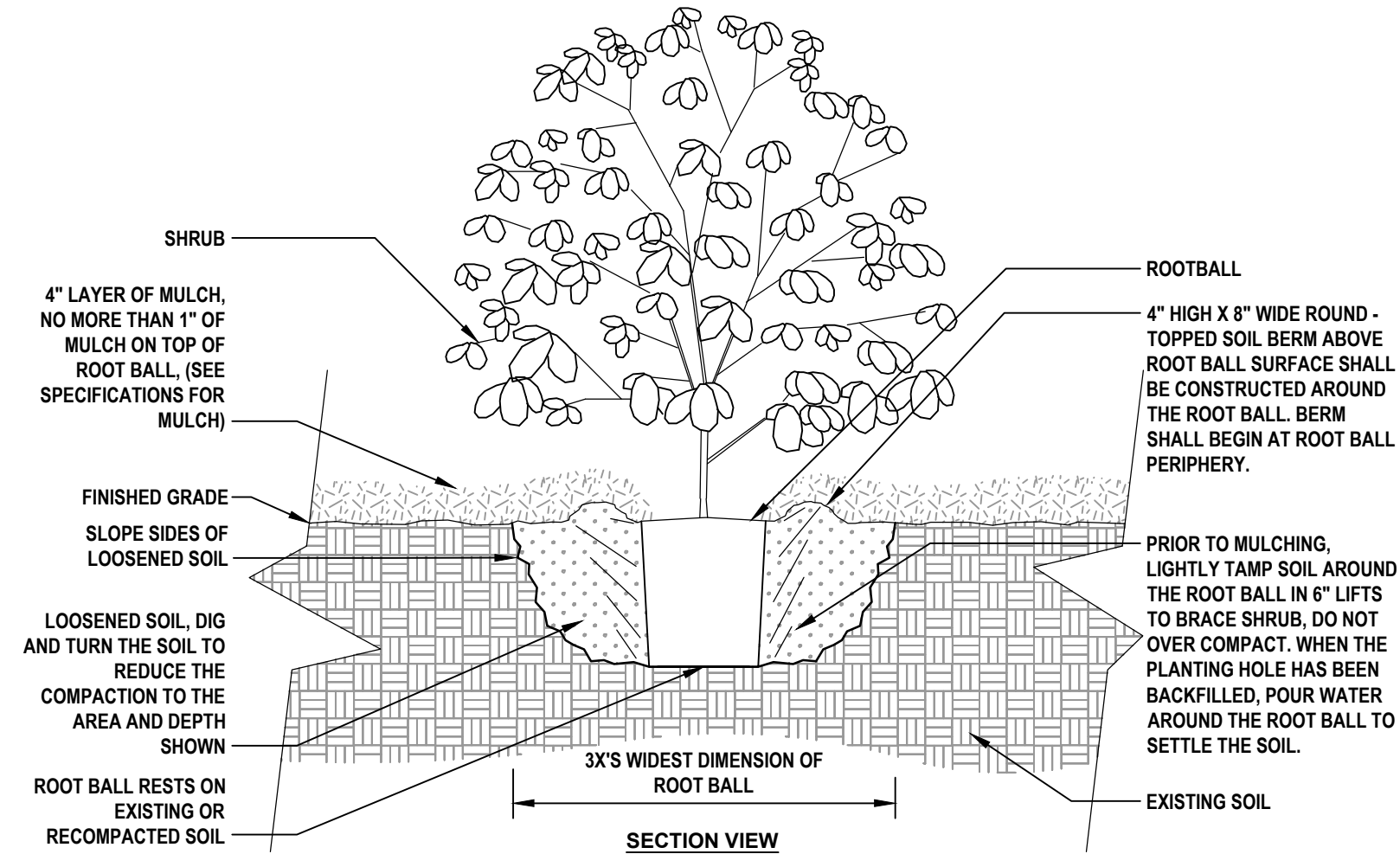
1" = 1'-0"

NEI-PL-01

4 SMALL TREE PLANTING DETAIL

1" = 1'-0"

NEI-PL-03



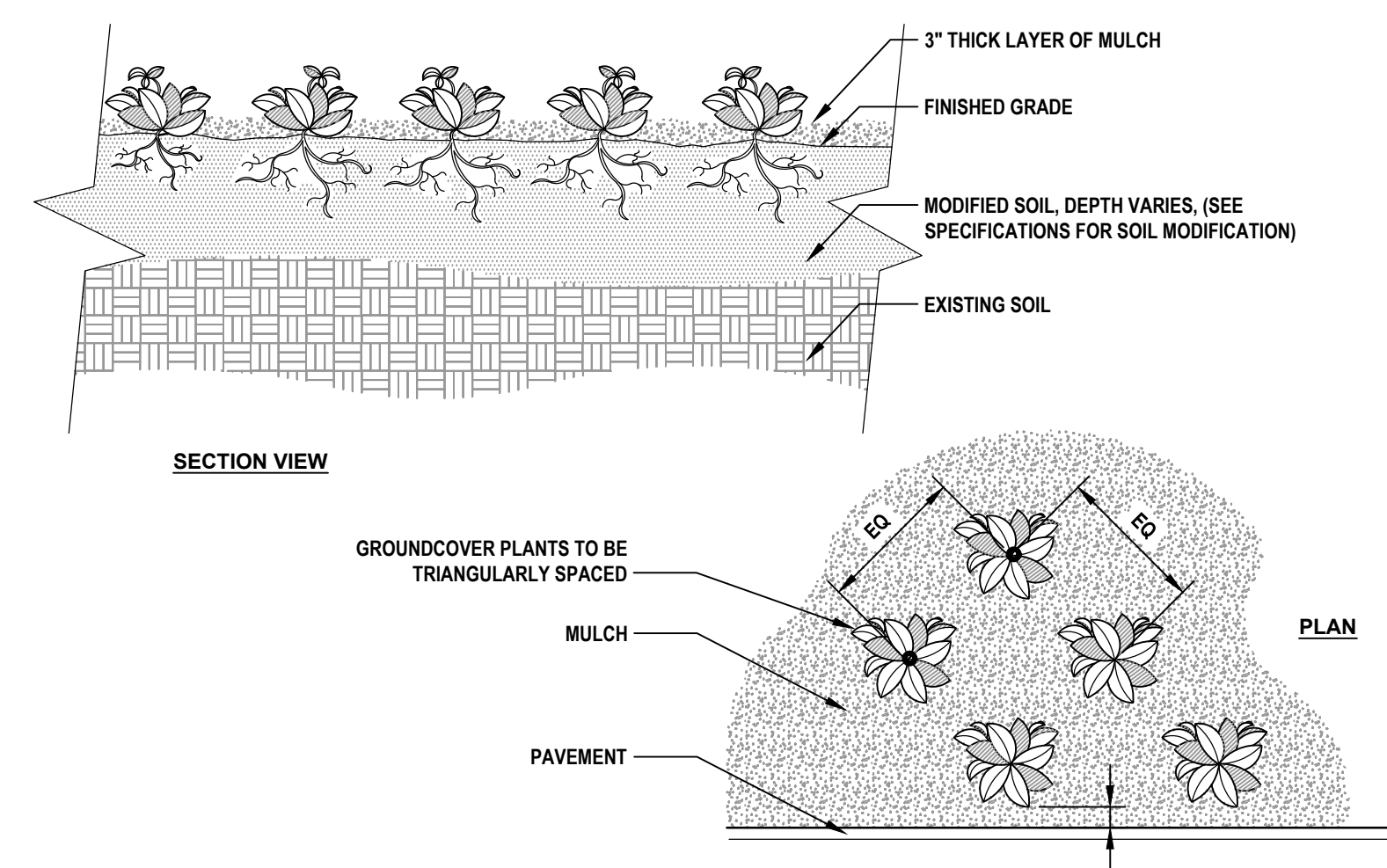
- NOTES:
- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
 - SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

5 SHRUB PLANTING DETAIL

NTS

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NEI-PL-04



- NOTES:
- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
 - SMALL ROOTS (1/2" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
 - SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

6 GROUNDCOVER LAYOUT

1/16" = 1'-0"

NEI-PL-02

LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
- ALL MULCH SHALL BE PINE BARK AND INSTALLED 3" DEEP. TREES IN SOD TO BE IN A 5' MINIMUM-MULCHED RING. ALL PALMS TO BE IN A 3' MULCH RING. MULCH TO BE INSTALLED 6" FROM TRUNK.
- SOD SHALL BE ST. AUGUSTINE "FLORITAM" UNLESS OTHERWISE NOTED ON THE PLAN AND SHALL BE 95% WEED-FREE. WHERE SPECIFIED, BAHIA SOD SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
- SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
- ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
- ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
- PLANTING BEDS MAY BE TREATED WITH CHEMICAL HERBICIDE AS NEEDED. USE AS DIRECTED BY MANUFACTURERS.
- NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
- THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
- ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
- PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
- EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
- ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
- ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
- ALL TREES AND PALMS MUST BE STAKED USING THE DETAILS PROVIDED OR ARBORGUY STAKING SYSTEMS. ANY STAKING SYSTEM NOT INCLUDED MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
- ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
- TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
- ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED - SIZES IN PLANT SCHEDULE ARE MINIMUMS AND EACH MUST BE MET. CONTAINERS MAY NEED TO BE UPSIZED TO MEET ALL SPECIFICATIONS.
- PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
- REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
- FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
- ALL NOXIOUS OR EXOTIC VEGETATION THAT DETRACTS FROM THE APPEARANCE OF THE EXISTING OR PLANTED VEGETATION WITHIN THE TREE PROTECTION AREA OR BUFFERS SHALL BE REMOVED. THE EDGE OF THE AREAS TO REMAIN NATURAL SHALL BE MULCHED 5' IN AND CURVILINEAR BED LINE SHALL BE CREATED ADJACENT TO SODDED AREAS.

EXISTING TREE NOTES

- PRUNE ALL TREES TO REMAIN IN ACCORDANCE WITH ANSI A 300 PRUNING STANDARDS AS PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA).
- REMOVE ALL EXISTING MULCH AND ENSURE ONE OR TWO LARGE ROOTS ARE EXPOSED. ADD NEW MULCH TO A DEPTH OF 3" TO BED SURROUNDING TREES. KEEP MULCH 6" FROM TRUNK. DO NOT PILE MULCH AGAINST TRUNK.

PLANT SCHEDULE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	9	SABAL PALMETTO	CABBAGE PALMETTO	10', 14', 18' HT.	STAGGERED HEIGHTS
SPC	5	SABAL PALMETTO	CABBAGE PALMETTO	14' - 18' C.T., MIXED	CLEAN TRUNK, 2/3 CURVED
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AR	6	ACER RUBRUM	RED MAPLE	4" CAL., 14' HT.	
BN	8	BETULA NIGRA	RIVER BIRCH	10' HT, 30 GAL.	
JS2	1	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	2.5" CAL., 10' HT.	6" CAL. COMBINED, 3 STEM. M.T.
MG	1	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	2.5" CAL., 10' HT.	
MV	2	MAGNOLIA VIRGINIANA	SWEET BAY MAGNOLIA	2.5" CAL., 10' HT.	
QV	14	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10' HT.	
QV2	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	9" CAL., 20' HT, 13' SPRD.	ROOTS PLUS GROWER
TD	47	TAXODIUM DISTICHUM	BALD CYPRESS	4" CAL., 14' HT.	
UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
IC	21	ILEX CASSINE	DAHOON HOLLY	2" CAL., 6' HT.	3 C.T.
IAE	21	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	2" CAL., 10' HT.	
LIM	19	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPPE MYRTLE	30 GAL., 10' HT.	6" CAL. COMBINED, 3 STEM. M.T.
LT	13	LAGERSTROEMIA INDICA X FAURIEI 'TUSCARORA'	TUSCARORA CRAPPE MYRTLE MULTI-TRUNK	30 GAL., 10' HT.	6" CAL. COMBINED, 3 STEM. M.T.
MGL	3	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	2" CAL., 10' HT.	
PC	5	PRUNUS CAROLINIANA	CAROLINA LAUREL CHERRY	2" CAL., 6' HT.	
UAW	4	ULMUS ALATA	WINGED ELM	2" CAL., 10' HT.	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AE2	24	ASPIDISTRA ELATIOR	CAST IRON PLANT	3 GAL.	36" O.C.
AZR	40	AZALEA X 'RED RUFFLES'	RED RUFFLES AZALEA	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
CSG	38	CAMELLIA SASANKUA 'SHISHI GASHIRA'	SHISHI GASHIRA CAMELLIA	3 GAL.	36" O.C.
CVS	213	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF YAUPOH HOLLY	3 GAL., 12" HT. X 18" SPRD.	36" O.C.
LSS	26	LIGUSTRUM SINESSE 'SUNSHINE'	SUNSHINE LIGUSTRUM	3 GAL., 12" HT, X 12" SPRD.	30" O.C.
MC7	40	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 36" HT, X 12" SPRD.	48" O.C., FTG
NOP	31	NERIUM OLEANDER 'PETITE PINK'	PETITE PINK OLEANDER	3 GAL.	36" O.C.
RI	89	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD.	36" O.C.
SRC	28	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	7 GAL.	48" O.C.
TRI	55	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	1 GAL, 24" HT.	36" O.C.
VOW	107	VIBURNUM OBOVATUM 'WHORLED CLASS'	WHORLED CLASS DWARF WALTER'S VIBURNUM	3 GAL., 18" HT. X 9" SPRD.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
DTV	52	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY	1 GAL.	24" O.C.
EG	70	EVOLVULUS GLOMERATUS 'BLUE DAZE'	BRAZILIAN DWARF MORNING GLORY	1 GAL.	18" - 24" O.C.
HD	101	HELIANTHUS DEBIUS	DUNE SUNFLOWER	1 GAL.	24" O.C.
JC	96	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	30" O.C.
JH	129	JUNIPERUS HORIZONTALIS 'BLUE RUG'	BLUE RUG JUNIPER	3 GAL.	36" O.C.
LMB	160	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	1 GAL.	12" O.C.
MUH	195	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" O.C.
TRP	20	TRADESCANTIA PALLIDA 'PURPLE HEART'	PURPLE QUEEN SPIDERWORT	1 GAL.	18" O.C.
TF	60	TRIPSACUM FLORIDANUM	FLORIDA GAMAGRASS	1 GAL.	24" O.C.
TV	176	TULBAGHIA VIOLACEA	SOCIETY GARLIC	12" HT	12" O.C.

LANDSCAPE SOIL SPECIFICATIONS

- CONTRACTOR WILL BE RESPONSIBLE FOR ANY REQUIRED EXCAVATION AND FOR RAKING AND SMOOTHING OF GRADE. IT IS RECOMMENDED THAT LANDSCAPE CONTRACTOR COORDINATE WITH GRADING CONTRACTOR TO ESTABLISH SUBGRADES FOR PLANTING AREAS AS REQUIRED BELOW.
- LANDSCAPE SOIL REFERS TO STOCKPILED TOPSOIL OR THE PLANTING MIXTURE AS SPECIFIED BELOW. STRUCTURAL SOIL OR FILL DIRT SHALL NOT BE USED IN PLANTED AREAS.
- TOPSOIL SHALL BE STOCKPILED IF THE SITE CONSISTS OF NATIVE PLANT COMMUNITIES. IF NOXIOUS AND/OR INVASIVE PLANT SPECIES ARE PRESENT, TOPSOIL SHALL NOT BE STOCKPILED AND THE PLANTING MIXTURE BELOW SHALL BE USED.
- IF STOCKPILED, THE TOPSOIL SHALL BE SALVAGED TO A DEPTH OF 4 TO 6 INCHES AND STOCKPILED NO HIGHER THAN 3 FEET IN HEIGHT.
- TOPSOIL SHALL BE STORED FOR AS SHORT A DURATION AS POSSIBLE TO ENSURE SURVIVAL OF SEEDS AND SOIL ORGANISMS.
- IF TOPSOIL HAS NOT BEEN STOCKPILED, PLANTING MIXTURE FOR TREES AND SHRUBS SHALL CONSIST OF 1/3 "COMPOST", 1/3 COARSE SAND, AND 1/3 EXISTING SOIL, THOROUGHLY MIXED. IF THE EXISTING SOIL IS NOT NATIVE AND FREE OF INVASIVES, THEN TOPSOIL SHALL BE IMPORTED FOR THIS COMPONENT.
- MIXTURE FOR PALMS SHALL BE 50 PERCENT COARSE SAND AND 50 PERCENT EXISTING SOIL. MIX THOROUGHLY WITH EXISTING SOIL.
- LANDSCAPE SOIL SHALL BE USED IN ALL PLANT BEDS CONSISTING OF SHRUBS AND GROUNDCOVER TO A DEPTH OF 6" AND MULCH TO A DEPTH OF 3".
- LANDSCAPE SOIL SHALL BE FREE OF DEBRIS, WEEDS, PARTICLES LARGER THAN 0.50 INCHES AND RINSATE CONTAINING LIME OR TOXIC MATERIALS.
- EXISTING SOIL SHOULD NOT BE CONTINUOUSLY EXCAVATED BENEATH THE DRIP LINE OF EXISTING TREES. IN THIS CASE, IF SHRUBS OR GROUNDCOVER ARE PROPOSED, THEY SHOULD BE PLANTED IN NATIVE SOIL WITHOUT AMENDMENT.

REFER TO LANDSCAPE DETAILS FOR MINIMUM PLANTING PIT DIMENSIONS.

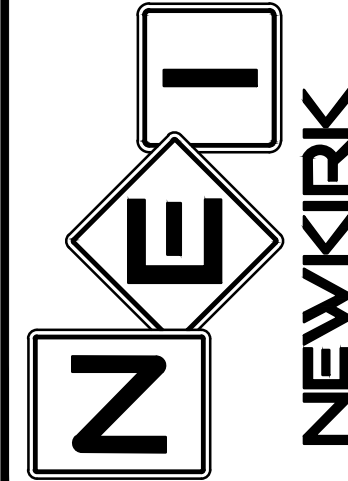
PLANT MIX SCHEDULE

MIX 1	465 SF			
FLOWER MIX				
AGAPANTHUS AFRICANUS / AFRICAN LILY	194	1 GAL.	40% @ 12" oc	
12" O.C.				
TULBAGHIA VIOLACEA / SOCIETY GARLIC	194	12" HT	40% @ 12" oc	
12" O.C.				
ZEPHYRANTHES ATAMASCO / ATAMASCO LILY	97	3" HT, X 3" SPRD	20% @ 12" oc	
12" O.C.				
MIX 2	1,473 SF			
BIORETENTION MIX				
MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	60	1 GAL.	35% @ 36" oc	
36" O.C.				
PHYLIA NODIFLORA / FROGFRUIT	154	1 GAL.	10% @ 12" oc	
12" O.C.				
SPARTINA BAKERI / SAND CORDGRASS	94	1 GAL.	55% @ 36" oc	
MIX 3	3,864 SF			
SIMPLE NATIVE MIX				
ASCLEPIAS TUBEROSA / BUTTERFLY MILKWEED	13	1 GAL.	5% @ 48" oc	
ERAGROSTIS SPECTABILIS / PURPLE LOVE GRASS	17	1 GAL.	10% @ 60" oc	
36" O.C.				
MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	25	3 GAL.	15% @ 60" oc	
36" O.C.				
SPARTINA BAKERI / SAND CORDGRASS	49	1 GAL.	30% @ 60" oc	
THELYPTERIS PALUSTRIS / EASTERN MARSH FERN	7	4" POT, 6"-8" HT	10% @ 96" oc	
YUCCA FILAMENTOSA / ADAM'S NEEDLE	4	1 GAL.	5% @ 96" oc	
ZAMIA PUMILA / COONTIE CYCAD	17	3 GAL.	10% @ 60" oc	
60" O.C.				

REVISIONS

DATE	DESCRIPTION
7/18/22	CITY COMMENTS
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

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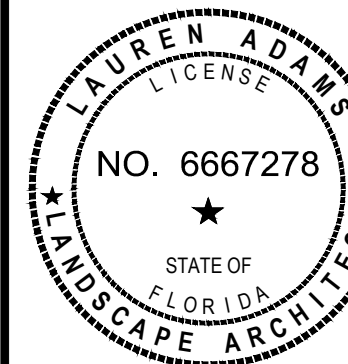


LANDSCAPE DETAILS
AND NOTES
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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Lauren Adams
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DESIGN BY: LAA

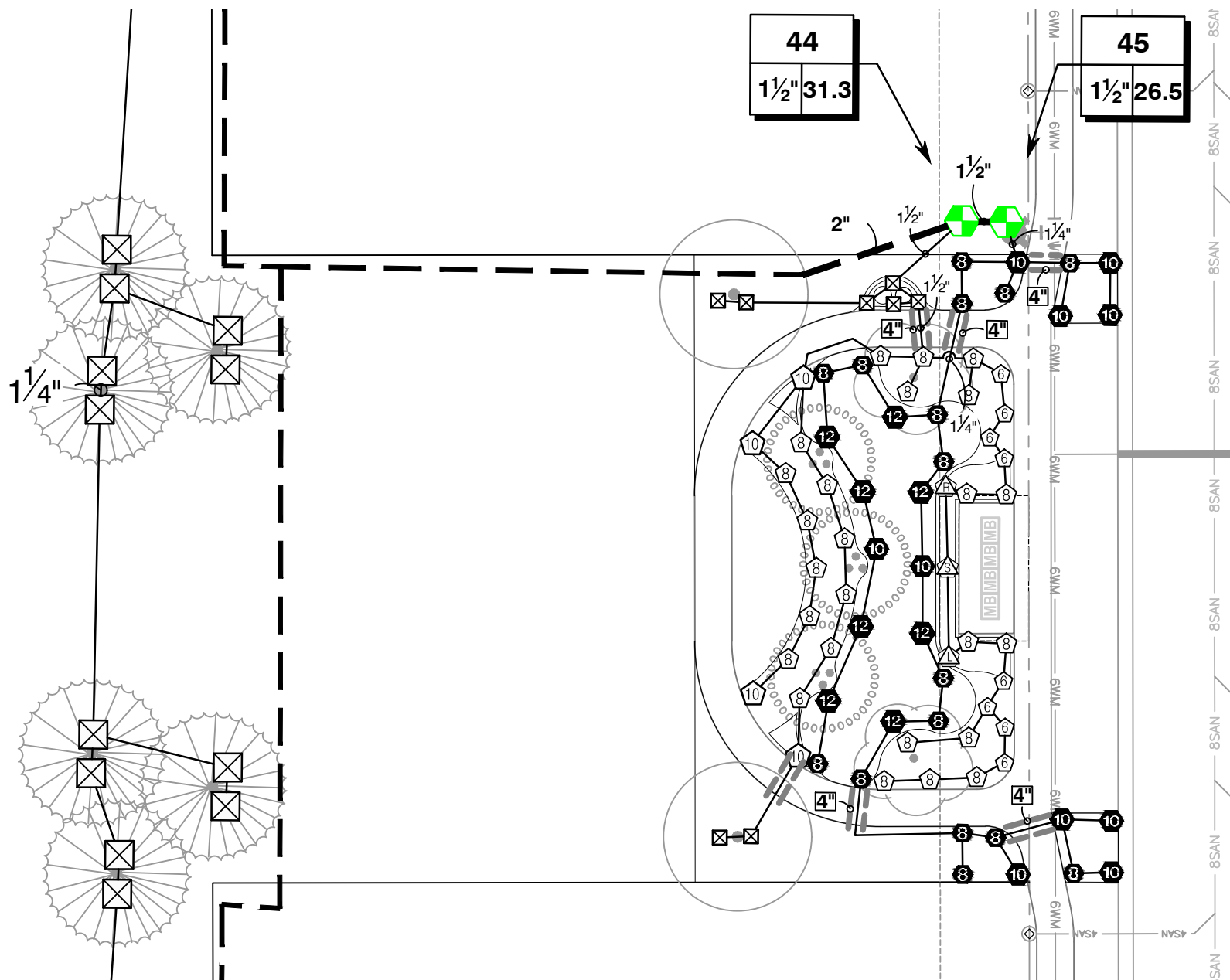
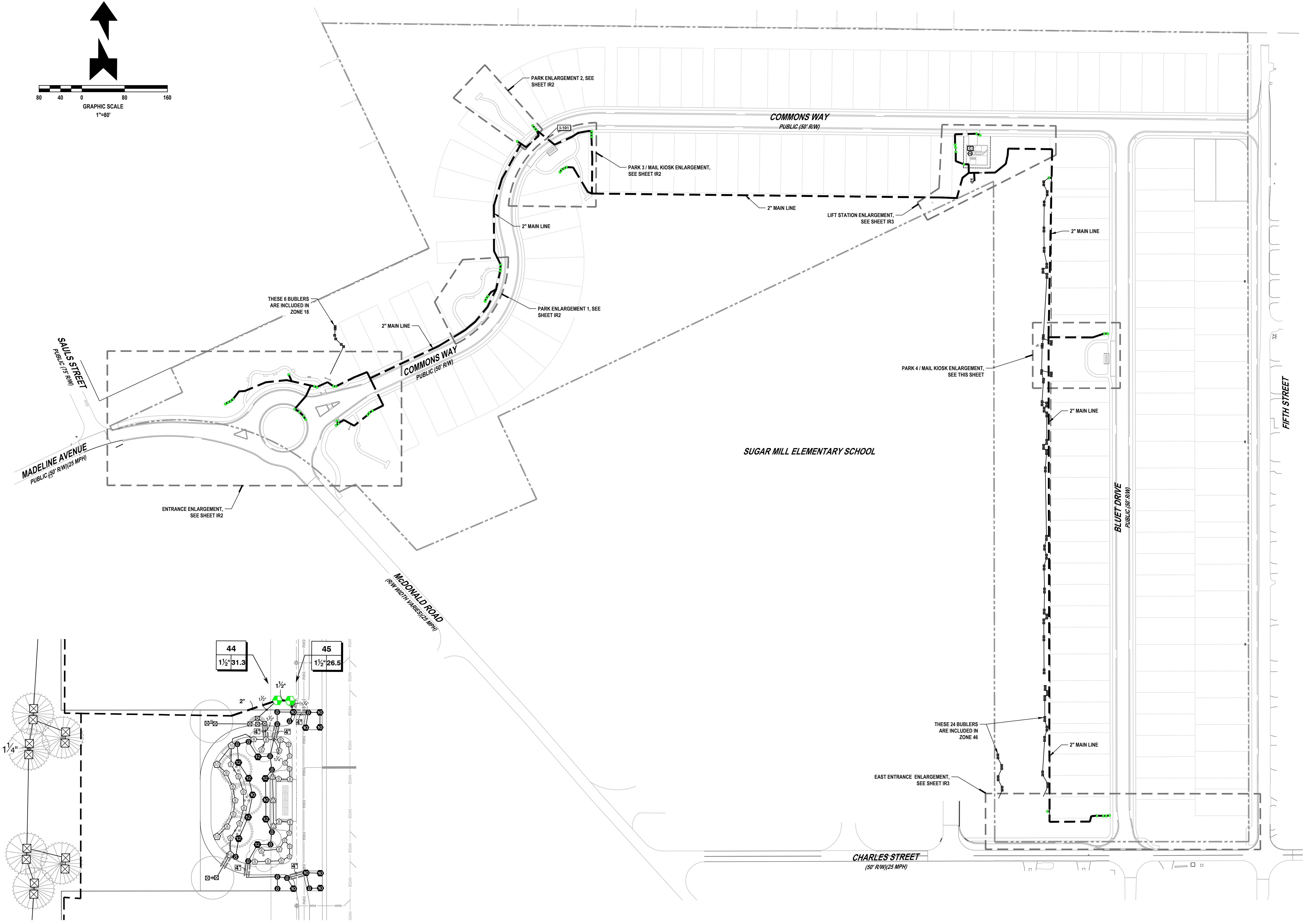
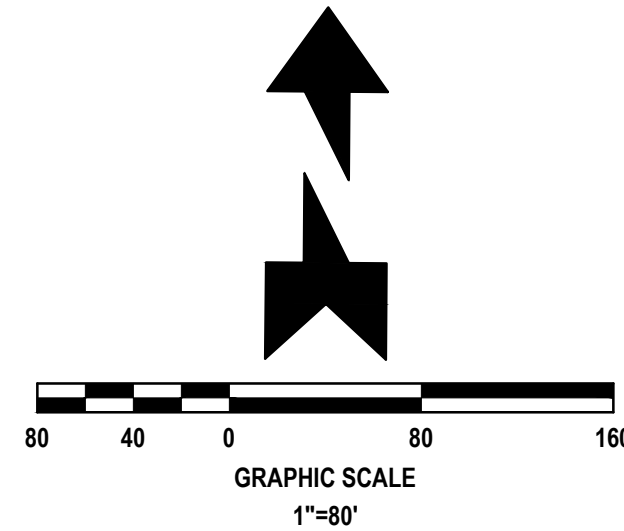
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L5



PARK 4 / MAIL KIOSK ENLARGEMENT
SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS
10/3/22	CITY COMMENTS
10/18/22	CITY COMMENTS
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OVERALL IRRIGATION PLAN
MADELINE COMMONS

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Digitally signed
by Lauren A
Adams
Date:
2022.12.27
13:16:42 -05'00'

LAUREN ADAMS
LICENSE
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

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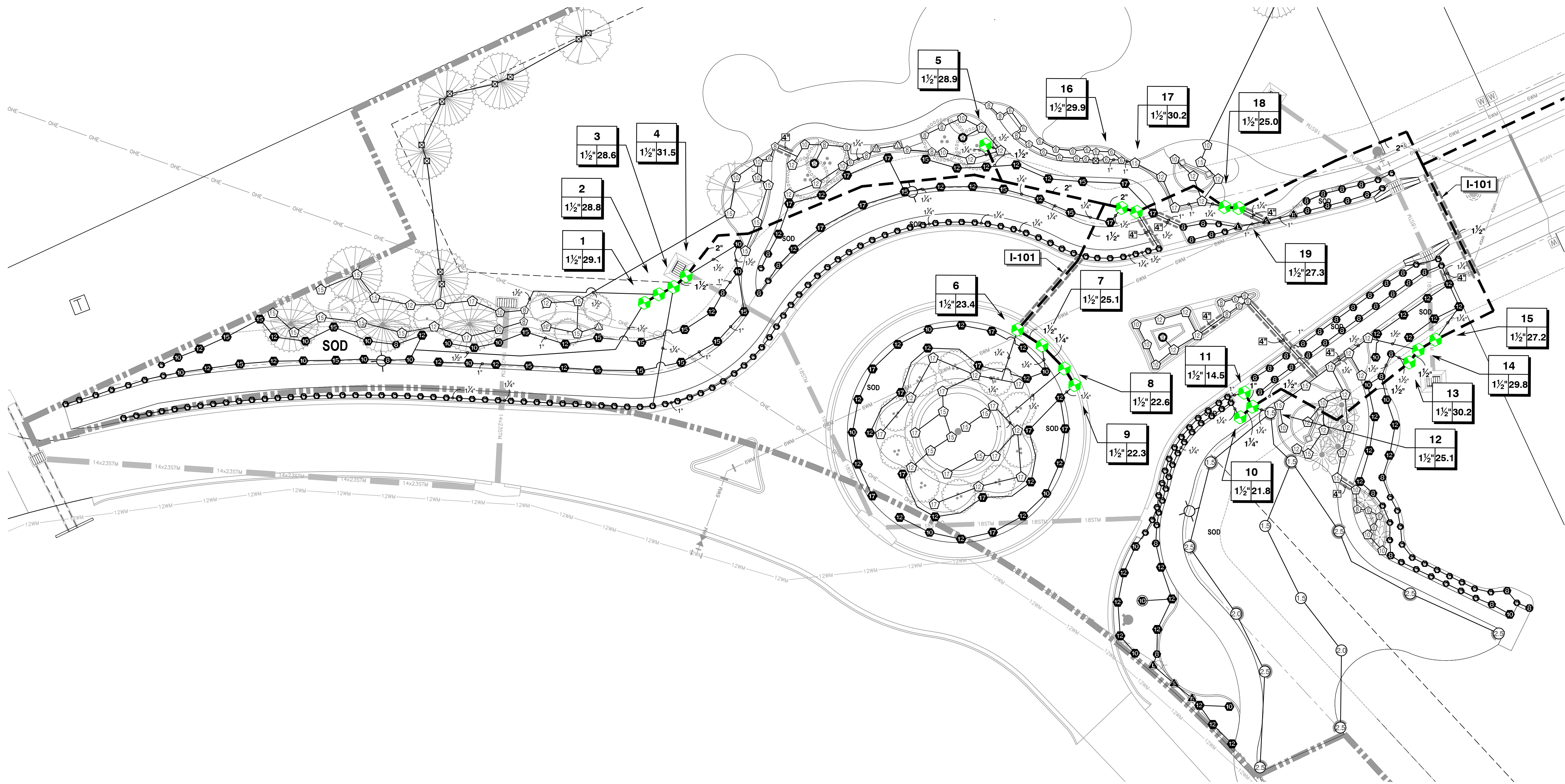
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SCALE: 1" = 80'

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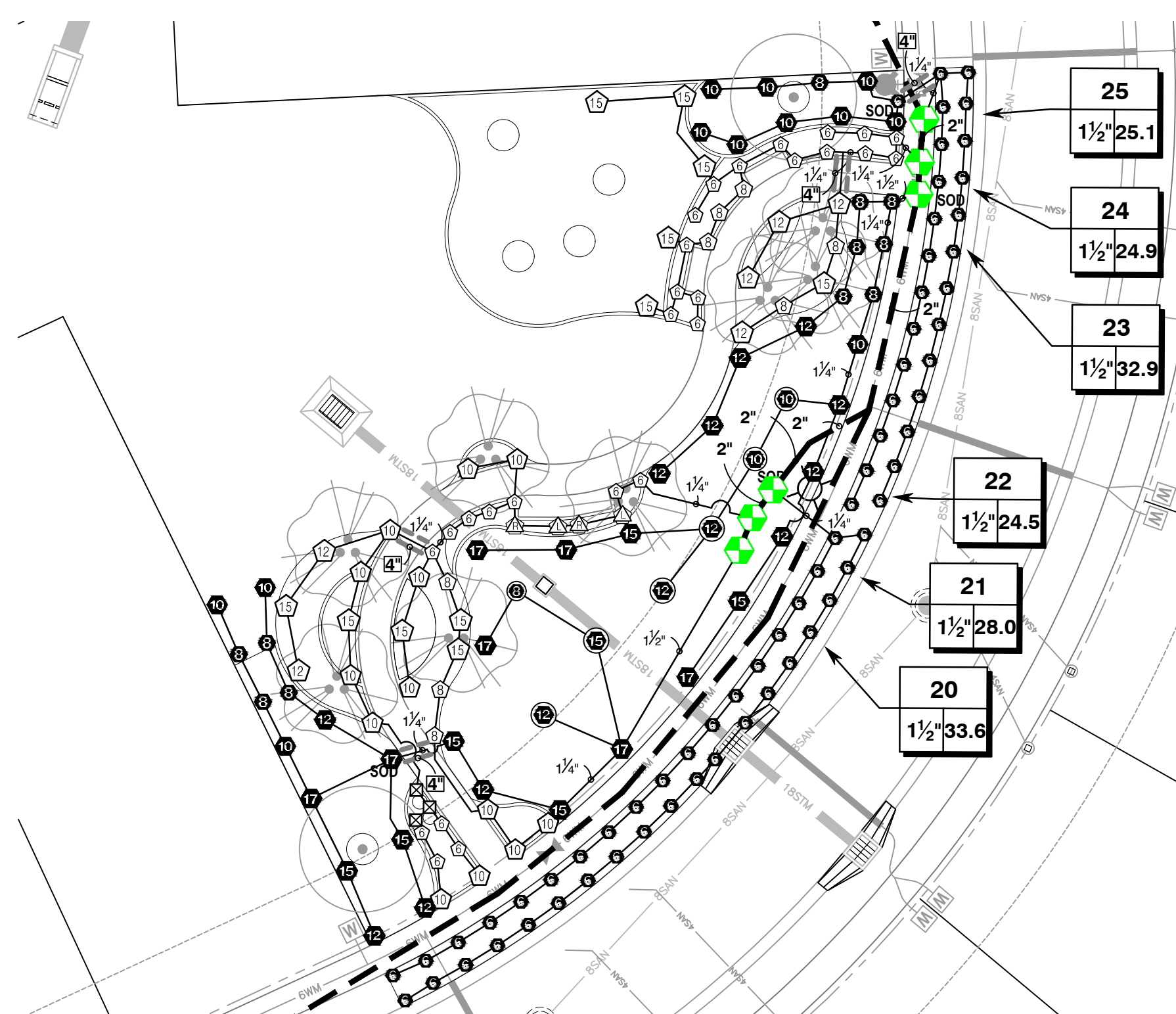
IR1

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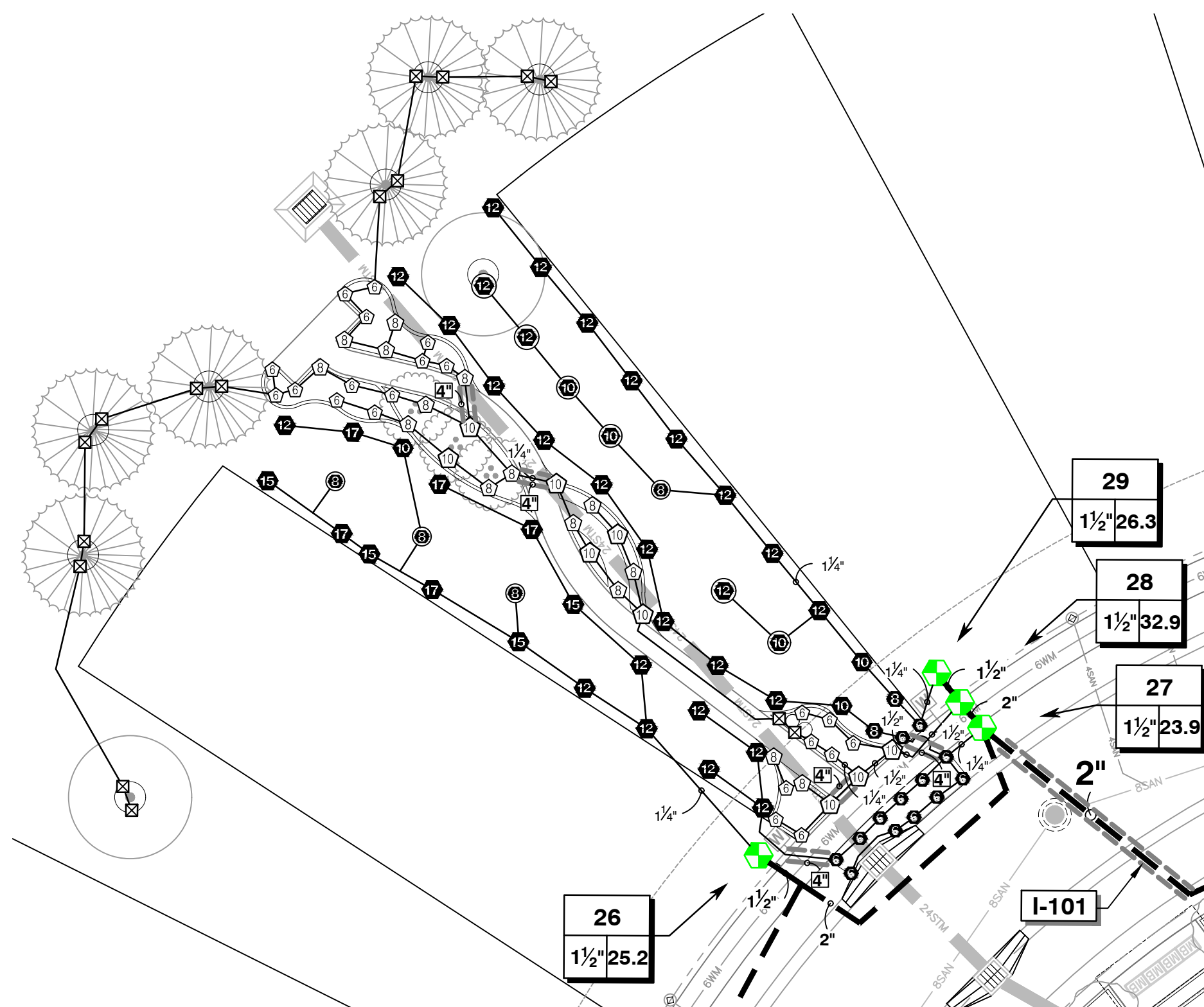
ENTRANCE ENLARGEMENT

SCALE: 1" = 20'



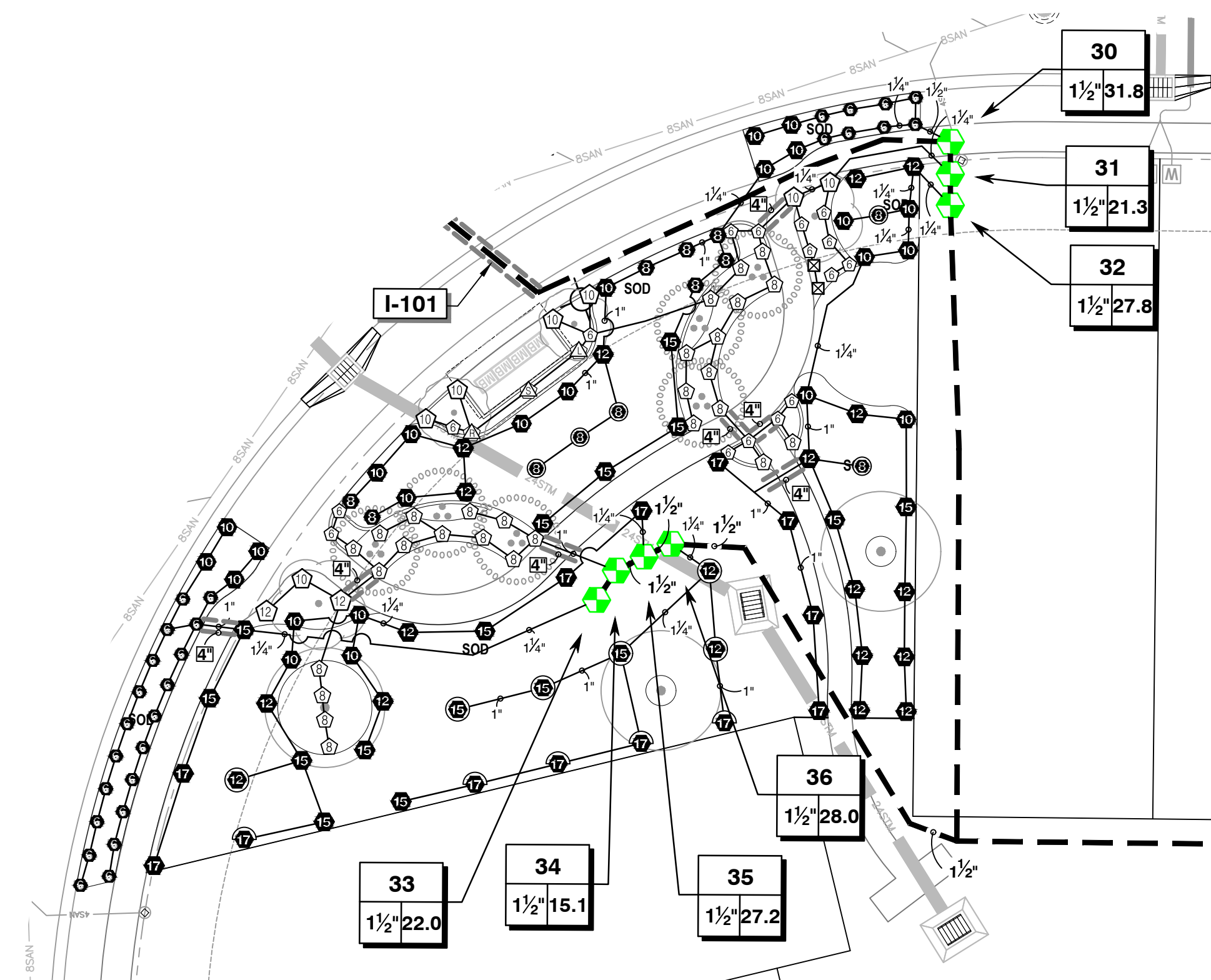
PARK ENLARGEMENT 1

SCALE: 1" = 20'



PARK ENLARGEMENT 2

SCALE: 1" = 20'



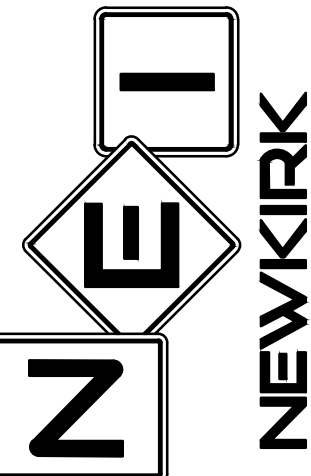
PARK 3 / MAIL KIOSK ENLARGEMENT

SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
12/23/22	CITY COMMENTS

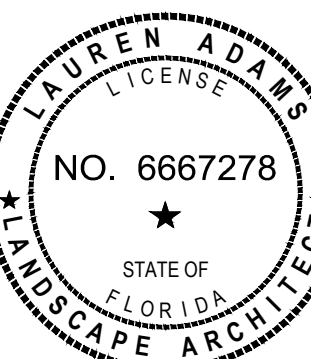
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IRRIGATION ENLARGEMENT
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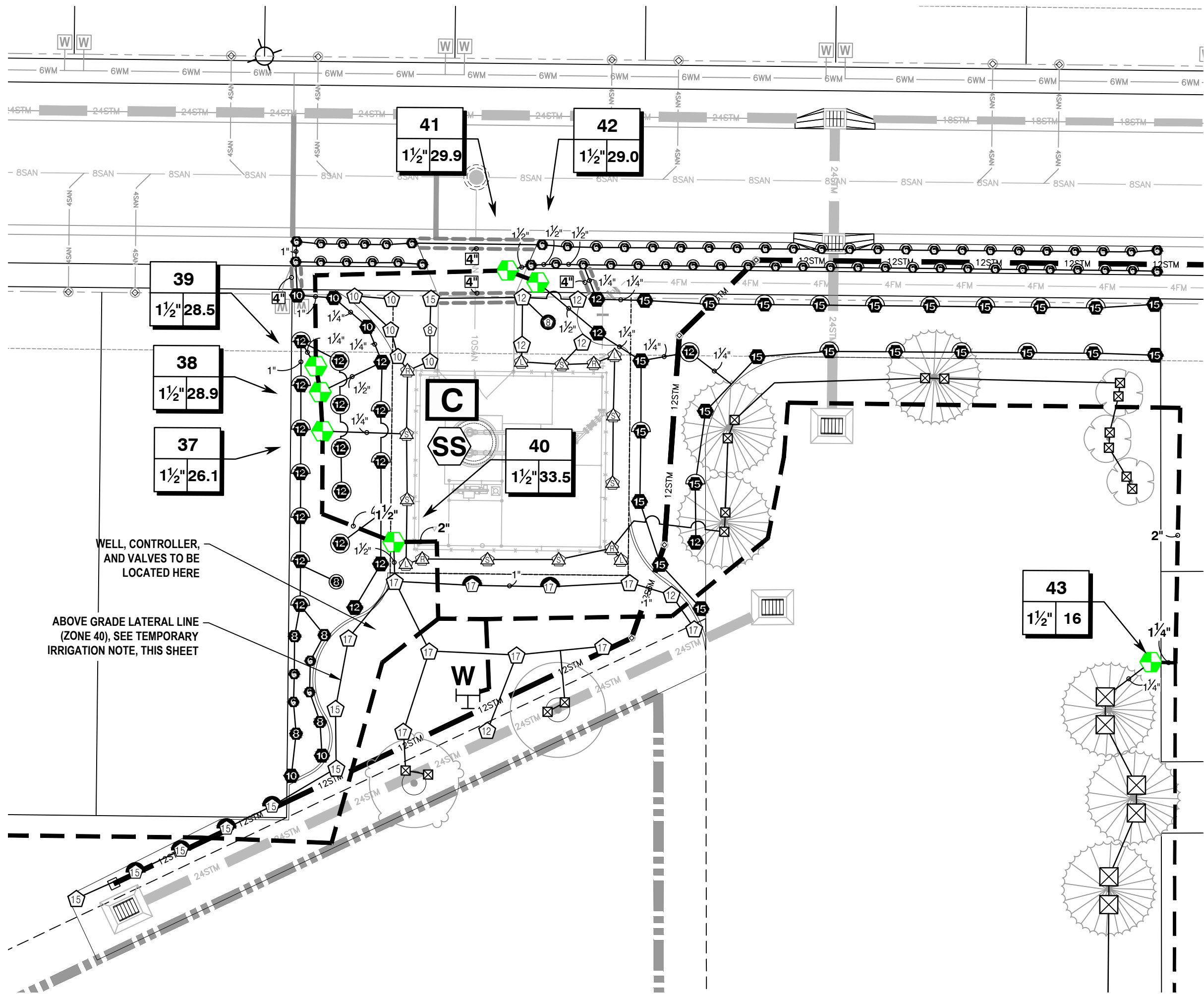
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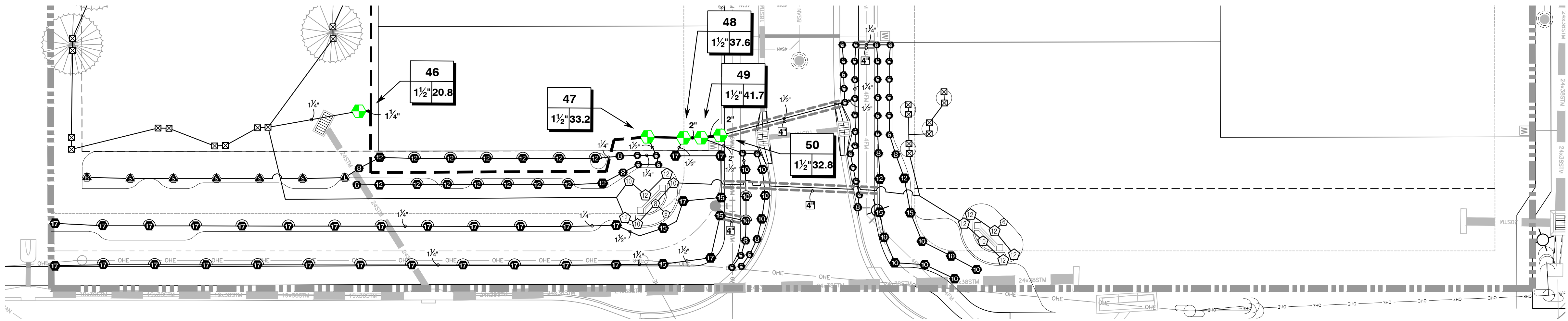


LIFT STATION ENLARGEMENT

SCALE: 1" = 20'

TEMPORARY IRRIGATION NOTE

1. LATERAL LINE TO BE RUN ON TOP OF GRADE AND SHALL BE PAINTED HUNTER GREEN.
2. TEMPORARY ZONE SHALL BE REMOVED AFTER A 2 (TWO) YEAR WATERING IN PERIOD.
3. TEMPORARY ZONE IS ZONE 40
4. ALL HEADS SHOULD BE INSTALLED WITH A HUNTER MP STAKE KIT.

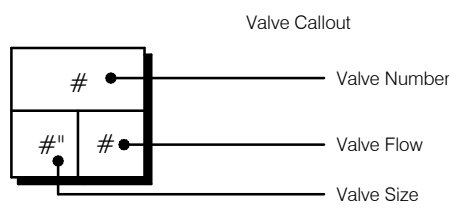


EAST ENTRANCE ENLARGEMENT

SCALE: 1" = 20'

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	PSI
	HUNTER PROS-06-PRS30-CV-F SHORT RADIUS NOZZLES	51	30
	HUNTER PROS-06-PRS30-CV-F 5' STRIP SPRAY	13	30
	HUNTER PROS-06-PRS30-CV-F 8' RADIUS	11	30
	HUNTER PROS-06-PRS30-CV-F 10' RADIUS	8	30
	HUNTER PROS-06-PRS30-CV-F 12' RADIUS	37	30
	HUNTER PROS-06-PRS30-CV-F 15' RADIUS	19	30
	HUNTER PROS-06-PRS30-CV-F 17' RADIUS	26	30
	HUNTER PROS-06-PRS30-CV-F ADJUSTABLE ARC	732	30
	HUNTER PROS-12-PRS30-CV-F 5' STRIP SPRAY	28	30
	HUNTER PROS-12-PRS30-CV-F 8' RADIUS	4	30
	HUNTER PROS-12-PRS30-CV-F 15' RADIUS	4	30
	HUNTER PROS-12-PRS30-CV-F 17' RADIUS	2	30
	HUNTER PROS-12-PRS30-CV-F ADJUSTABLE ARC	371	30
	HUNTER PCB 10	170	30
SYMBOL	MANUFACTURER/MODEL	QTY	PSI
	HUNTER PGP-04-PRB 1.5	5	35
	HUNTER PGP-04-PRB 2.0	2	35
	HUNTER PGP-04-PRB 2.5	7	35
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	HUNTER ICV-G-FS 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	50	
	HUNTER I2C-5400-MICC-PED 54 STATION OUTDOOR MODULAR CONTROLLER. WITH FOUR ICM-800 & ONE ICM-2200 MODULES. METAL PEDESTAL.	1	
	HUNTER SOLAR-SYNC SOLAR, RAIN FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER PGC, PRO-C, AND I-CORE CONTROLLERS, INSTALL AS NOTED. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET. WIRED.	1	
	POINT OF CONNECTION 4" WELL WITH SUBMERSIBLE PUMP, SEE NOTES SHEET L9	1	
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26	14,403 L.F.	
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	4,163 L.F.	
	PIPE SLEEVE: PVC SCHEDULE 40	442.2 L.F.	



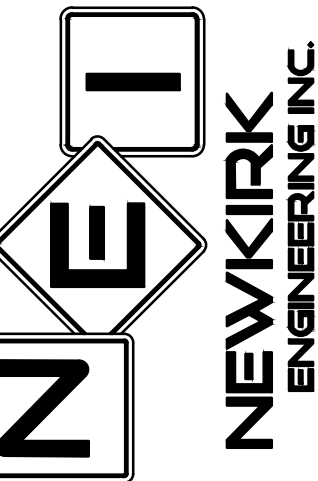
IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION
	4" SLEEVE PIPE
	2" SLEEVE WIRE

REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
11/8/22	CITY COMMENTS
12/23/22	CITY COMMENTS

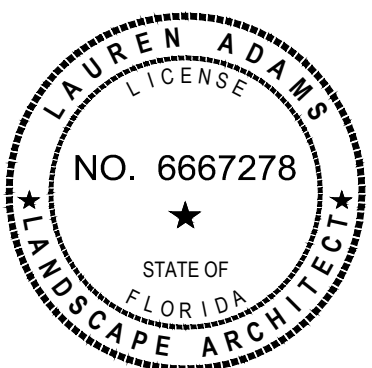
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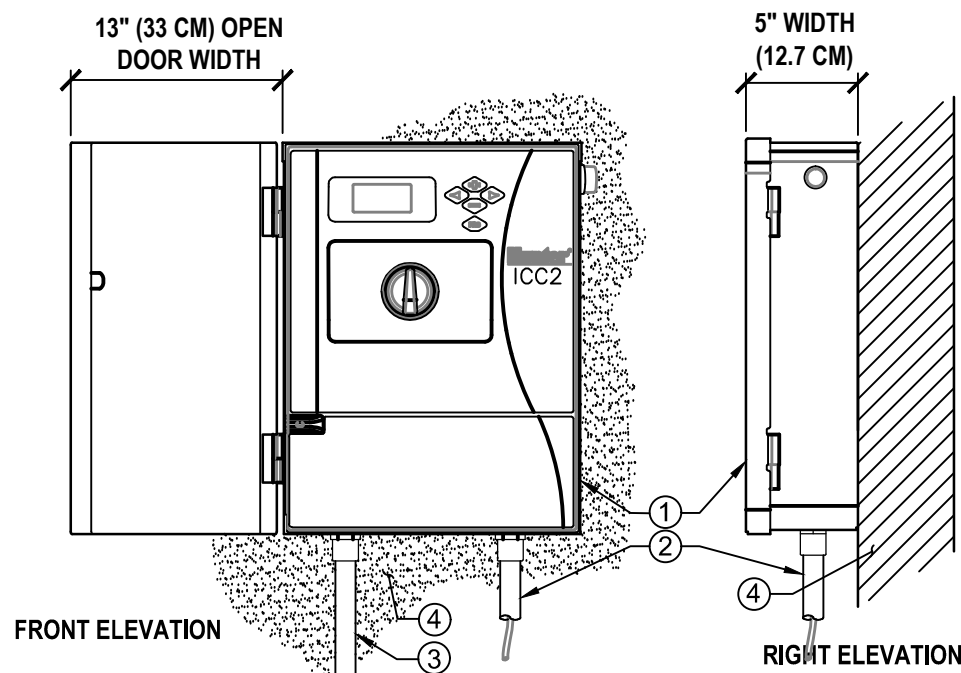
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DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	AS SHOWN
DRAWING NUMBER	

IR3



NOTE:
MOUNT CONTROLLER LCD SCREEN AT EYE
LEVEL, CONTROLLER SHALL BE
HARD-WIRED TO GROUNDED 110 VAC
POWER SOURCE

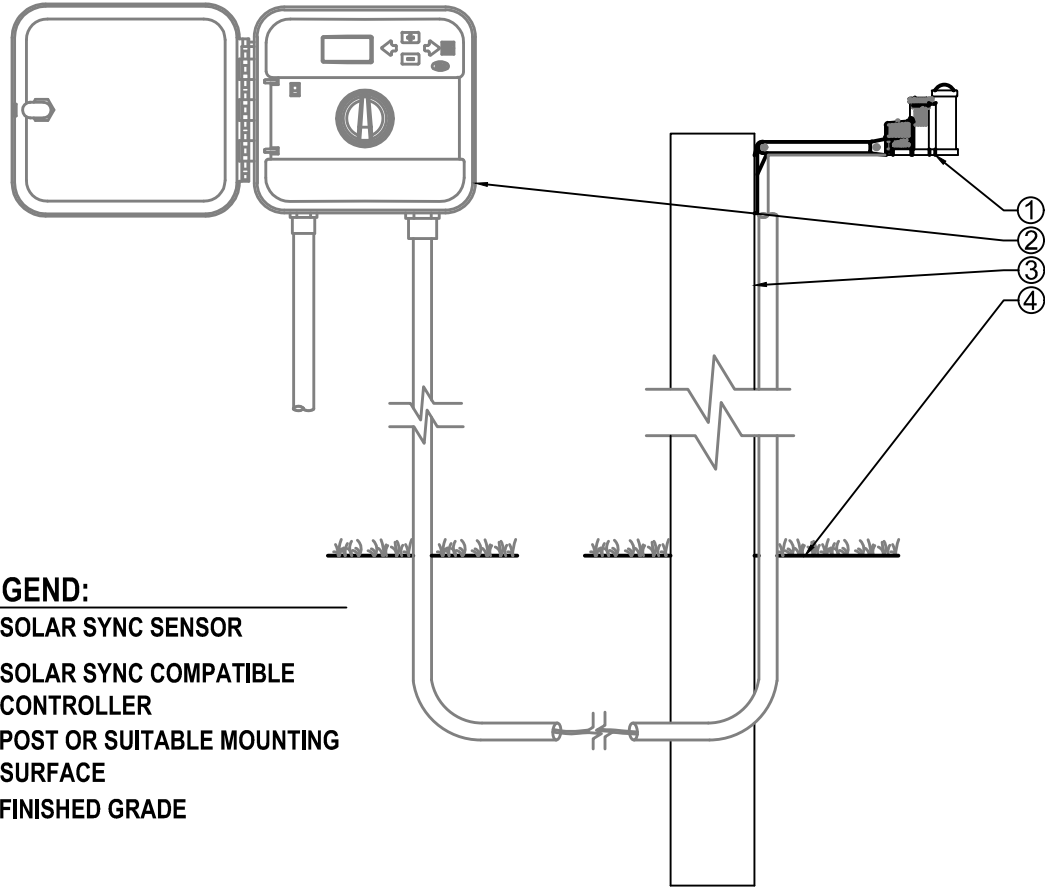
LEGEND:

- 1 IRRIGATION CONTROLLER (12C-800-M) PER PLAN
- 2 IRRIGATION CONTROL WIRE IN CONDUIT SIZE AND TYPE PER LOCAL CODES
- 3 ELECTRICAL SUPPLY CONDUIT CONNECT TO POWER SOURCE, J-BOX INSIDE CONTROLLER
- 4 ADJACENT SURFACE TO MOUNT CONTROLLER PER PLAN

1 HUNTER ICC2 CONTROLLER

1/8" = 1'-0"

P-CO-2021-309-21



LEGEND:

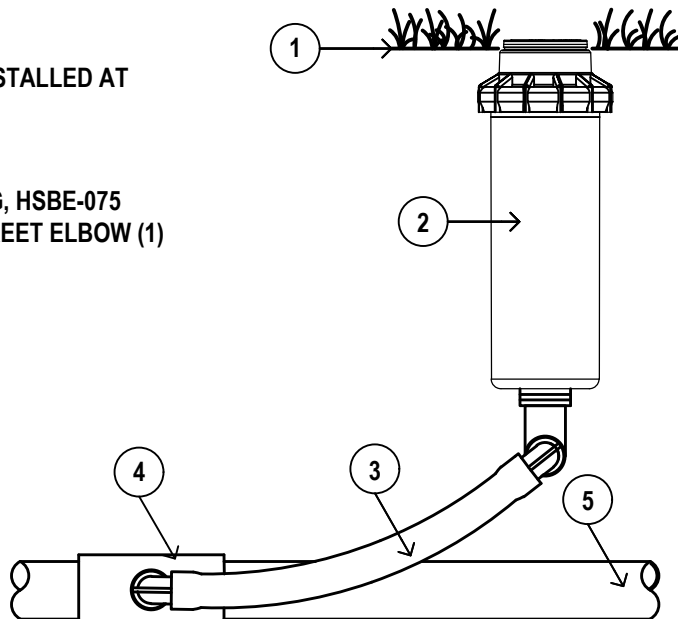
- 1 SOLAR SYNC SENSOR
- 2 SOLAR SYNC COMPATIBLE CONTROLLER
- 3 POST OR SUITABLE MOUNTING SURFACE
- 4 FINISHED GRADE

2 HUNTER SOLAR SYNC SENSOR

1/8" = 1'-0"

P-CO-2021-309-22

- 1 FINISH GRADE
- 2 SPRAY OR ROTOR HEAD INSTALLED AT FINISH GRADE
- 3 SWING JOINT: HUNTER 'PRO-FLEX' TUBING, HSBE-075 ELBOWS (2), & MARLEX STREET ELBOW (1)
- 4 LATERAL TEE OR ELL
- 5 LATERAL PIPE

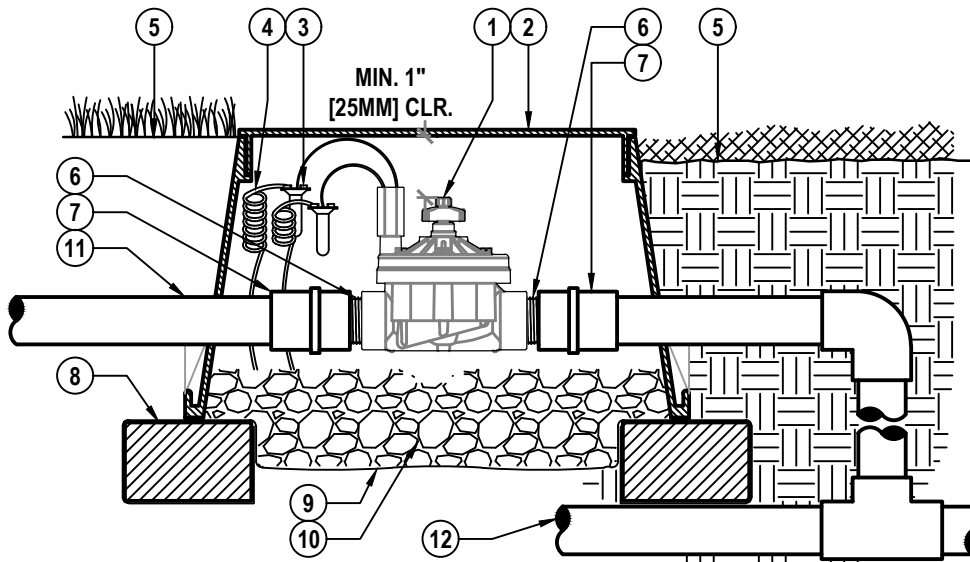


3 SPRAY HEAD AND ROTOR DETAIL

1/4" = 1'-0"

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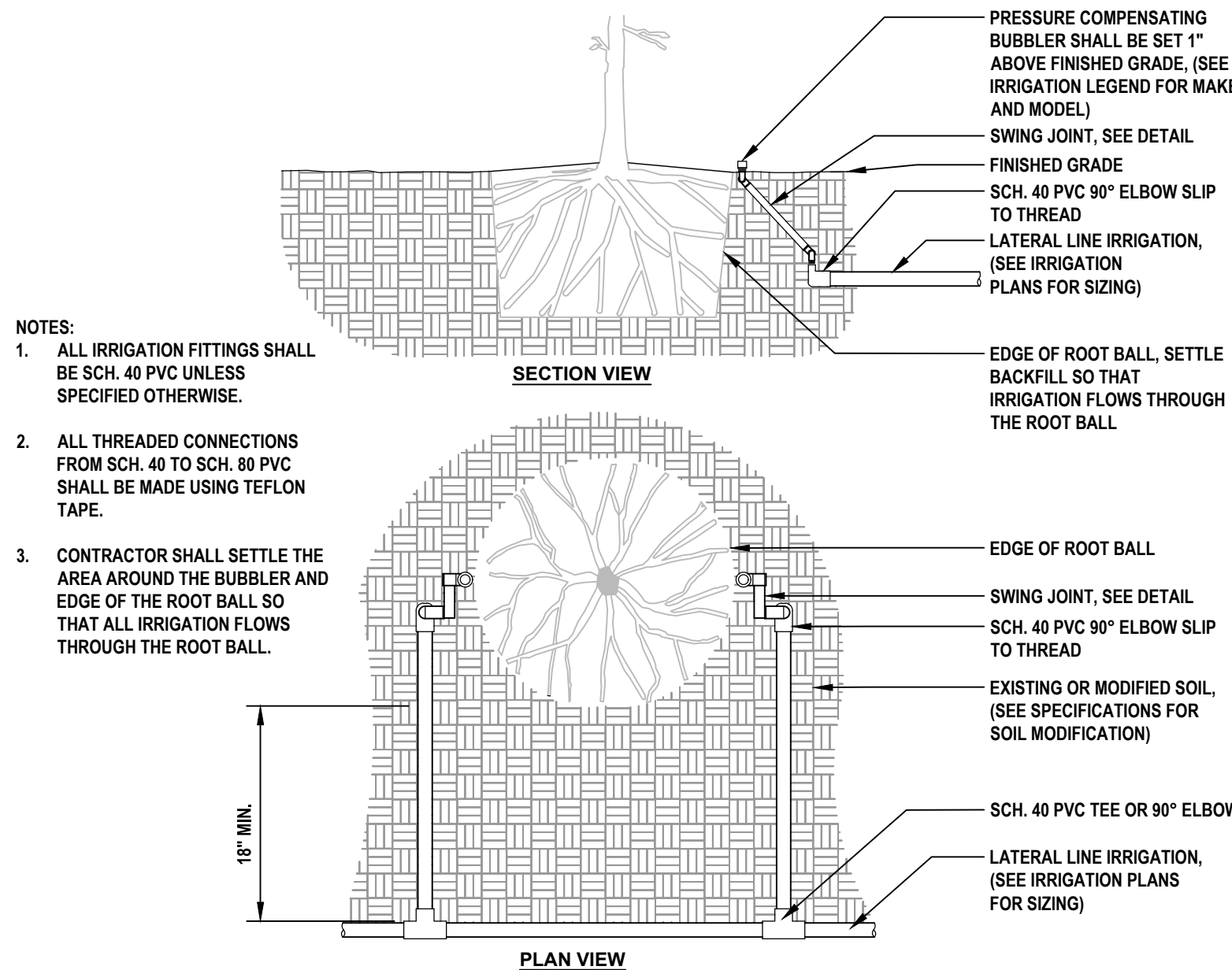
- LEGEND
- 1 HUNTER REMOTE CONTROL VALVE (ICV) WITH FLOW CONTROL
 - 2 IRRIGATION VALVE BOX: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
 - 3 WATERPROOF CONNECTORS (2)
 - 4 18"-24" COILED WIRE TO CONTROLLER
 - 5 FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
 - 6 SCH. 80 CLOSE NIPPLE, SIZE PER RCV
 - 7 PVC SLIP X FPT ADAPTOR
 - 8 BRICK SUPPORTS (4)
 - 9 FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
 - 10 3/4" WASHED GRAVEL - 4" MIN. DEPTH
 - 11 IRRIGATION LATERAL
 - 12 MAINLINE AND FITTINGS



4 HUNTER REMOTE CONTROL VALVE (ICV)

1 1/2" = 1'-0"

P-CO-2021-309-20



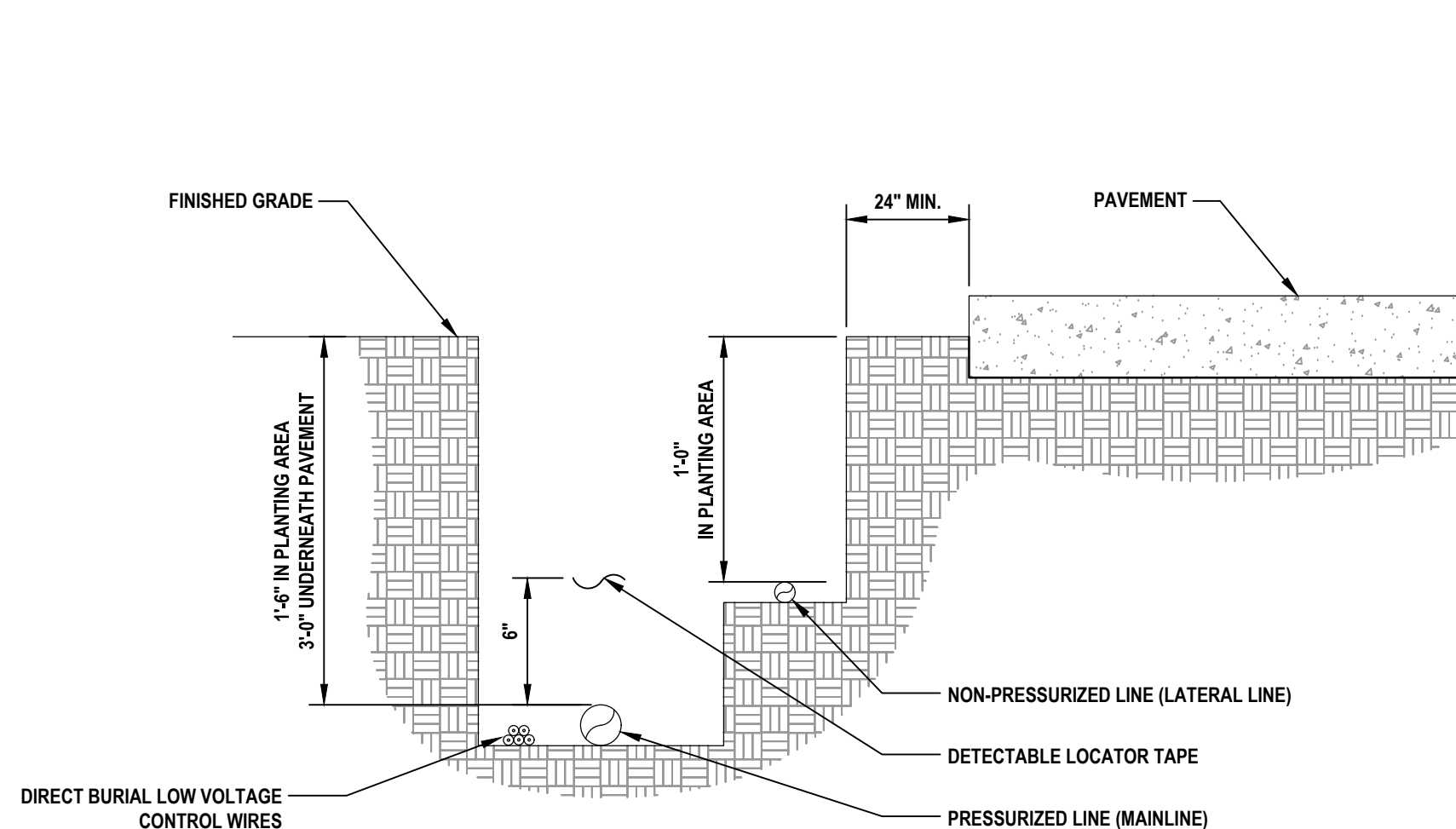
- NOTES:
1. ALL IRRIGATION FITTINGS SHALL BE SCH. 40 PVC UNLESS SPECIFIED OTHERWISE.
 2. ALL THREADED CONNECTIONS FROM SCH. 40 TO SCH. 80 PVC SHALL BE MADE USING TEFLON TAPE.
 3. CONTRACTOR SHALL SETTLE THE AREA AROUND THE BUBBLER AND EDGE OF THE ROOT BALL SO THAT ALL IRRIGATION FLOWS THROUGH THE ROOT BALL.

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5 IRRIGATION BUBBLER (2) W/ LAYOUT

3/4" = 1'-0"

P-CO-2021-309-02



- NOTES:
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
 2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
 3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
 4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

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6 IRRIGATION TRENCHING

1 1/2" = 1'-0"

P-CO-2021-309-15

IRRIGATION NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
2. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.
3. IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW DISTRIBUTION ZONES ONLY. LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.
4. WHEN INSTALLING IRRIGATION PIPING IN ISLAND AND OTHER NARROW PLANTING AREAS RUN PIPING CLOSE TO CURB AND NOT DOWN THE MIDDLE OF THE PLANTING AREA. (BEFORE DOING IRRIGATION GET A COPY OF THE LANDSCAPE PLAN AND KEEP IRRIGATION LINES OUT OF PLANTING AREAS WHERE POSSIBLE.)
5. QUANTITIES FOR IRRIGATION MATERIALS MAY BE ESTIMATES. CONTRACTOR SHALL DO THEIR OWN TAKEOFF.
6. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH. ALL SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW FINISHED PAVING GRADES. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE MEASUREMENTS.
7. ALL LATERAL PIPE SHALL BE INSTALLED A MINIMUM OF 12" BELOW GRADE.
8. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCROACH INTO THE DRIP LINE AREA OF TREES.
9. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
10. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
11. ALL VALVES SHALL BE INSTALLED IN VALVE BOXES. PROVIDE A 6" GRAVEL SUMP AT THE BOTTOM OF ALL VALVE BOXES AND INSTALL 1/2" TO 1" DIAMETER GRAVEL AT THE BOTTOM OF THE VALVE PIT.
12. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.
13. THERE SHALL BE A MINIMUM OF FOUR (4) INCHES BETWEEN THE IRRIGATION EQUIPMENT AND PAVEMENT.
14. THERE SHALL BE A MINIMUM OF TWELVE (12) INCHES BETWEEN THE IRRIGATION EQUIPMENT AND STRUCTURES.
15. THERE SHALL BE NO DIRECT SPRAY ON WALKWAYS, BUILDINGS, DRIVES OR ROADWAYS.
16. ALL TURF IRRIGATION HEADS SHALL PROVIDE 100% HEAD TO HEAD COVERAGE.
17. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
18. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR RISERS. RISERS SHALL BE PAINTED HUNTER GREEN.
19. ALL DRIP ZONES SHALL INCLUDE AN AIR RELIEF VALVE INSTALLED IN A VALVE BOX AT OPTIMAL HIGHEST POINT FROM THE CONTROL ZONE KIT. MULTIPLE AIR RELIEF VALVES MAY BE NEEDED TO ACCOMMODATE DIFFERENCES IN GRADE. ECO-INDICATOR TO BE INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL ZONE KIT IN CLEAR VIEW WHEN POPPED UP. FLUSH POINT TO BE INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL ZONE KIT TO ALLOW FOR MAXIMUM DEBRIS FLUSH IN SYSTEM.
20. ALL DRIP ROWS SHALL BE SPACED A MINIMUM OF 12" APART AND A MAXIMUM OF 18" APART.
21. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR).
22. TREE PROTECTION AREA. HAND TRENCH ALL PIPING IN THESE AREAS TO AVOID IMPACTING THE CRITICAL PROTECTION ZONE OF THE EXISTING TREES TO REMAIN (TYP).

PLANT ESTABLISHMENT

1. IRRIGATE EVERY DAY FOR ONE MONTH.
2. IRRIGATE EVERY OTHER DAY FOR ONE ADDITIONAL MONTH.
3. IRRIGATE TWICE A WEEK THEREAFTER OR MORE OFTEN DURING DRY PERIODS IF PLANTS ARE SHOWING SIGNS OF DISTRESS SUCH AS WILTING OR BROWNING.
4. ENSURE RAIN SENSOR IS OPERATING CORRECTLY AND SYSTEM IS NOT WATERING ON DAYS WHEN IT RAINS.

WELL & PUMP NOTE

1. PUMP SPECIFICATIONS:

PUMP MUST PROVIDE A MINIMUM OF 50 GALLONS PER MINUTE @ 65 PSI AT HEAD.
2. THE WELL SHALL BE CAPABLE OF PROVIDING REQUIRED WATER QUANTITY WITH FOLLOWING WATER QUALITY:
 - A. AT THE REQUIRED FLOW WATER SHALL BE CLEAR AND FREE OF SAND AND OTHER DEBRIS LARGER THAN .030" IN DIAMETER.
 - B. WATER SHALL BE CONSIDERED SAND FREE WHEN NO SAMPLE, TAKEN DURING TEST PUMPING, CONTAINS MORE THAN 2 PARTS PER MILLION OF SUSPENDED SOLID WEIGHT.
 - C. MAXIMUM IRON ALLOWED IN THE WELL WATER SHALL BE LESS THAN 0.3 PARTS PER MILLION.
 - D. MAXIMUM SALT CONTENT SHALL BE LESS THAN 300 PARTS PER MILLION.



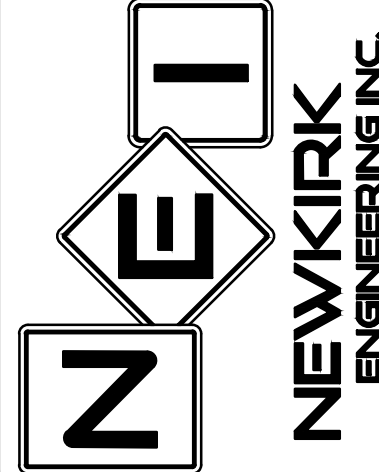
WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
8/26/22	CITY COMMENTS
10/18/22	CITY COMMENTS
12/23/22	CITY COMMENTS

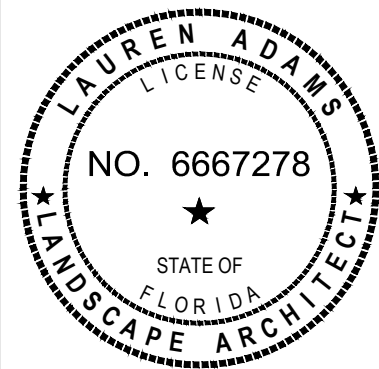
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



IRRIGATION DETAILS
AND NOTES
MADELINE COMMONS
975 McDONALD ROAD
PORT ORANGE, FL 32129

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
LAUREN ADAMS, RLA # 6667278 ON
Digitally signed
by Lauren A
Adams
Date:
2022.12.27
13:15:05 -05'00'



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No: 2021-309
DATE: MARCH 2022
DESIGN BY: LAA
DRAWN BY: BWV
CHECKED BY: LAA
SCALE: AS SHOWN
DRAWING NUMBER

IR4



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/7/2023

SUBJECT: (H16) Approval of Lease Agreement with Flagsticks Bar & Grill Inc. for Food and Beverage Service at Cypress Head Golf Course

DEPARTMENT: Parks & Recreation

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Lease Agreement and authorize the Mayor and City Clerk to execute the associated documents and authorize the City Manager to execute the optional renewal term.

SUMMARY: The City of Port Orange began using a private restaurateur to run the food and beverage services at the City-owned Cypress Head Golf Course in 2015. Our current restaurateur, Kevin Hannah, has operated Flagsticks at Cypress Head since 2017 under a competitively bid lease agreement (RFP #17-42) which is set to expire on March 31. The Lease Agreement provides for two optional two-year extensions of the Lease; however, Mr. Hannah has indicated he was approached by John Springer who is interested in taking over the food and beverage responsibilities at Cypress Head. Mr. Springer has requested to enter into a new Lease Agreement with the City for a period of five years to commence April 1, 2023. Mr. Springer has agreed to be bound by the terms and conditions spelled out in the current lease with Mr. Hannah with two deviations: i) assignment of lease, while still at the discretion of City Council, will not be unreasonably withheld if Mr. Springer finds a capable replacement; and ii) the extension period, which remains optional, would be another five-year term rather than two renewal terms of two years each.

The proposed Lease Agreement is attached along with Mr. Springer's prior experience and qualifications. Mr. Springer has also provided a list of possible capital improvements that he is interested in installing/constructing within the initial 5-year term of the Lease. Note that none of these capital improvements are required by the Lease Agreement and each improvement or modification will require prior written approval by the City.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Flagsticks Bar & Grill Inc. Lease Agreement	Flagsticks Bar & Grill Inc. Lease Agreement.pdf
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2.	PROPOSER'S STATEMENT OF INTEREST AND QUAIFICATIONS	PROPOSER'S STATEMENT OF INTEREST AND QUAIFICATIONS.pdf
3.	Proposed Capital Imprvements	capitolRE_ flagsticks - golf course advisory committee.pdf
4.	Current Lease Agreement	Flagsticks Agreementexecuted.pdf

Susan Lovallo	Created/Initiated - 2/3/2023
Susan Lovallo	Approved - 2/3/2023
John McKinney	Approved - 2/6/2023
Matthew Jones	Approved - 2/23/2023
Wayne Clark	Approved - 3/2/2023
Robin Fenwick	Final Approval - 3/2/2023

CYPRESS HEAD GOLF COURSE RESTAURANT LEASE

The City of Port Orange, Florida, 1000 City Center Circle, Port Orange, Florida 32127, hereinafter referred to as "LESSOR," and Flagsticks Bar & Grill Inc., a Florida corporation, whose mailing address is 32 Summer Trees Road, Port Orange, FL 32128, hereinafter referred to as "LESSEE" in consideration of the mutual covenants and conditions contained hereinafter, hereby agree as follows:

1. LESSEE, as the contract purchaser of the assets of 6231 Palm Vista LLC d/b/a FLAGSTICKS, agrees to be bound by the same terms and conditions set forth in City of Port Orange RFP 17-42 and the response submitted by Kevin Hannah to said RFP. Said terms and conditions are hereby incorporated by reference with the same force and effect as though fully set forth herein. In the event of a conflict between the terms of the City of Port Orange RFP 17-42 and this Lease Agreement, the terms of this Lease Agreement shall control.
2. Premises. LESSOR hereby leases to LESSEE, for a term and under the conditions provided herein, the following described Premises:
 - a. Restaurant. A 5,288 square foot restaurant facility located at the Cypress Head Golf Course, 6231 Palm Vista Street, Port Orange, FL 32128, including a dining room, bar, and banquet area of approximately 4,476 square feet.
 - b. Parking. A non-exclusive use of the parking area adjacent to the restaurant for purposes of customer and employee parking.
 - c. Ladies' and Men's' Restrooms. A non-exclusive use of the restrooms (approximately 550 square feet) accessible by an attached hallway.
3. Term. There shall be a five (5) year Term. The initial Term shall commence on the **1st day of April, 2023**, and end on the **31st day of March, 2028**.
4. Renewal Terms. The LESSOR, with the LESSEE's acceptance, shall have the option to renew this Lease for One (1) Renewal Terms for a period of five (5) years. In order to renew, LESSEE shall provide LESSOR with a written Request for Renewal not less than six (6) months prior to expiration of the initial Term. Within ninety (90) days of receipt of LESSEE'S Request for Renewal, LESSOR, at its sole discretion, shall notify LESSEE in writing of LESSOR'S decision regarding the potential renewal. LESSEE shall not be eligible for any renewal period unless each of the following conditions is fully satisfied at the time of the request for renewal: (i) this Lease is in full force and effect, and (ii) LESSEE has not been served with a written Notice of Breach as provided in Section 16, which violation remains outstanding and uncured on the date LESSEE requests renewal hereunder.
5. Rent.
 - a. Base Rent. LESSEE shall pay monthly to LESSOR on the 1st day of each month during the Term and any Renewal Term, Base Rent in the amount of **One Hundred Twenty-Eight and 00/100 Dollars (\$128.00)**. Base Rent shall be adjusted upward on the anniversary of each Lease Year proportionate to the annual increase ("Annual Increase") in the Consumer Price Index ("CPI"). "CPI" means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982 – 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. "Annual Increase" means the percentage change in the CPI from January 1 to December 31 of the prior year to which the adjustment is made. Under no circumstances shall the adjustment result in a reduction in the then current Base Rent.

- b. Additional Rent / Taxes.
 - i. LESSEE shall pay as Additional Rent to the LESSOR all sales and use taxes imposed by law on Rent payable under the Lease when due; and
 - ii. LESSEE shall be solely responsible and shall pay to the applicable authority when due all other taxes (federal, state, and local) in connection with the operation of the restaurant facility and mobile concession cart, including applicable ad valorem taxes, sales tax due for sale of food and beverages, federal employment taxes and other federal taxes, and shall furnish proof of payment of same to LESSOR upon demand.
 - c. Security Deposit. LESSEE shall submit to the LESSOR a cash deposit in the amount of \$8,000.00. The first half of the deposit (\$4,000.00) shall be submitted by the LESSEE within ten days of the execution of this Lease Agreement. The remaining half of the deposit (\$4,000.00) shall be submitted by the LESSEE on or before March 31, 2024. Said deposit shall be returned to the LESSEE within 30 days after the expiration of this Lease Agreement, less any amount expended for damages to the Premises beyond normal wear and tear; cleaning of Premises, furniture, or equipment; or outstanding rent. Notwithstanding the foregoing, the LESSOR may elect, at its sole option, to reduce the security deposit referenced above, in an amount equal to the value added to the Premises in the form of capital improvements. Any reduction to the security deposit in exchange for capital improvements shall be evidenced by a written agreement between the parties.
 - d. Late Payment. Any Rent installment that remains unpaid, or is paid after the due date shall be considered late and subject to a late charge as provided in this paragraph. In addition to paying the amount of Rent then due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) of the amount of Rent then required to be paid. If any Rent installment remains unpaid for 30 days or more, the LESSOR shall withdraw the outstanding amount from the security deposit, and LESSEE shall have 30 additional days to replenish the security deposit to the full amount required by this Lease Agreement. Payment by LESSEE, or acceptance by LESSOR, of Rent in a lesser amount than due shall not be construed as an accord and satisfaction of any dispute between the Parties regarding sums due and payable hereunder, unless so stated in writing by LESSOR; regardless of whether such payment is accompanied by an endorsement or statement to the effect that the payment made is payment in full. LESSOR may accept any such payment without prejudice to any other rights or remedies which LESSOR may have against LESSEE.
6. Required Service to Public / Hours of Operations.
- a. General. The restaurant shall be operated by the LESSEE and open to the public during regular golf course operating hours. The primary function of the restaurant is to provide the food and beverage services necessary to serve the golf course patrons. LESSEE shall maintain and offer a menu which includes, but is not limited to a reasonable choice of snacks, hot and cold sandwiches, soups, and salads, plus breakfast, lunch, and dinner offerings at appropriate times

- to serve the needs of golf course patrons. The menu shall include a reasonable variety of non-alcoholic beverages and alcoholic beverages. LESSEE shall provide courteous service and quality foods. All food preparation shall be conducted by a qualified chef/cook. LESSEE shall provide personnel in sufficient quantity to provide prompt and courteous service to the public.
- b. Golf Tournaments and Banquets. The LESSEE shall make available the banquet room for golf tournaments and banquets booked by the LESSOR's golf course manager. The LESSEE shall be the exclusive food and beverages provider for such events. The LESSEE shall schedule all special events to be held in the banquet room with the LESSOR's golf course manager to avoid potential scheduling conflicts. Golf tournaments and banquets booked by the LESSOR's golf course manager shall take priority over any other use of the banquet room by the LESSEE. LESSOR reserves the right unto itself and its golf course manager to use the restaurant name and logo established by LESSEE, as may be amended from time to time, in its marketing and promotional materials.
 - c. Mobile Concession Cart. LESSEE shall operate a mobile concession cart, at a minimum, each Friday, Saturday and Sunday during which the golf course is open, and for scheduled golf tournaments. The mobile concession cart shall be provided by the LESSOR and maintained by the LESSEE. The mobile concession cart shall offer soft drinks, beer, wine, snacks, and liquor. The LESSEE may utilize the golf club maintenance fuel pumps to fuel the mobile concession cart and shall maintain a log of the fuel pumped. The LESSEE may use up to 150 gallons of fuel per calendar year to fuel its mobile concession cart, and shall be required to pay to the LESSOR the cost for each additional gallon of fuel pumped thereafter. Due to the volatility of gasoline prices, the LESSOR shall have the right to re-evaluate this term on the anniversary of each Lease Year and may, at its sole discretion, require a portion, but no more than 50%, of the total monthly fueling costs for the mobile concession cart be paid by the LESSEE to the LESSOR as a utility expense.
 - d. Restrooms. LESSEE, and LESSEE's employees, invitees, and patrons shall have non-exclusive access to and use of the bathrooms on the Premises.
 - e. Alcoholic Beverage Services. LESSEE shall acquire, maintain, and fulfill the requirements of SRX State of Florida Restaurant Liquor License. LESSEE shall not use, sell, give away, or permit the use, sale, or gift of any alcoholic beverages on or from the Premises without having obtained and having in force all required permits and licenses therefor from governmental authorities. LESSEE shall immediately and diligently seek to obtain such permits and licenses at its own cost and expense and shall maintain them in full force and effect during the initial Term and any Renewal Term.
- 7. LESSOR'S Right to Audit. LESSOR may at any time within three years after the end of any Calendar Year, conduct an audit of LESSEE's books and records for such Calendar Year.
 - 8. LESSEE's Use.
 - a. LESSEE may not sell goods, merchandise or services, in addition to food and beverage sales.
 - b. LESSEE shall at its expense: (i) keep the inside and outside of all glass in the doors and windows clean; (ii) keep all exterior surfaces of the Premises clean; (iii) replace promptly any cracked or broken glass of the Premises with glass of like color, kind, and quality; (iv) maintain the Premises in a clean, orderly, and sanitary condition, free of insects, rodents, varmints, and other pests; (v) keep any garbage, trash, rubbish, or other refuse in rodent-proof containers

- within the interior of the Premises until removed; (vi) have garbage, trash, rubbish, and refuse removed from the Premises on at least three (3) times per week; (vii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (viii) comply with all laws, ordinances, rules, and regulations of governmental agencies and authorities (including, without limitation liquor licensing laws) and all reasonable recommendations of the City of Port Orange's Risk Manager, casualty insurer(s), and other applicable insurance rating organizations now or hereafter in effect; (ix) Secure the Premises when unoccupied; (x) comply with and observe all rules and regulations established by LESSOR which apply generally to all City facilities and property; (xi) maintain sufficient inventory and have sufficient number of personnel to meet the needs of the public in the Premises; (xii) conduct its business in all respects in a dignified manner in accordance with high standards of operation.
- c. LESSEE shall submit to the LESSOR the results of any health inspection within 10 days of receiving the inspection results from the local health department.
- d. LESSEE shall submit annual maintenance and inspection logs to the LESSOR which shall indicate the name of the service provider and the date and time of completion for each of the following maintenance activities:
- Annual steam-cleaning of carpets
 - Kitchen hood cleaning and inspection (every 6 months)
 - Monthly HVAC Filter Cleaning/Replacement
 - Annual appliance inspection and service
 - Monthly pest control service
- e. LESSEE shall not (i) place on the exterior of the Premises any sign, advertising matter, or any other thing of any kind, or any decoration, lettering, or advertising matter, on any window or exterior door of the Premises, unless previously approved in writing by LESSOR; (ii) place or maintain any trash, refuse, or other articles in any vestibule or area outside the Premises not designated for such use by LESSOR; (iii) permit undue accumulations of garbage in the Premises; (iv) conduct or permit to be conducted any auction, fire sale, going out of business sale, or bankruptcy sale unless directed by a court order, or other similar type sale in or connected with the Premises; or (v) use or permit the use of any portion of the Premises for any unlawful purpose.
9. Fixtures, Equipment and Furnishings. All furnishings, kitchenware, equipment and appliances installed or placed in the Premises shall be new or reconditioned to have a like-new appearance. LESSEE shall not remove any fixtures, installations, additions, partitions, hardware, light fixtures, or improvements whether located by the LESSEE or LESSOR. Only LESSEE's personal property may be removed upon termination or expiration of this Lease Agreement, and any of the LESSEE's personal property not removed from the Premises by LESSEE upon termination or expiration of the Lease shall become LESSOR's property, without compensation, allowance, or credit to LESSEE.
- LESSEE shall provide all equipment and furnishings for the Restaurant, except that property owned by LESSOR and made available for LESSEE's use, that is necessary and desirable for the proper operation of the restaurant and banquet facility. LESSOR must approve in writing all proposed dining room furnishings and the restaurant floor plan. At all times during the Term or any Renewal Term, dining room furnishings shall be of a quality acceptable to LESSOR. LESSEE is

required to use kitchen equipment which conforms to applicable codes and is sanitary and neat in appearance.

- a. Prior to April 1, 2023, the LESSEE shall conduct a walk-thru of the Premises with the LESSOR during which the LESSOR will review with the LESSEE the entire inventory of furnishings, kitchenware, equipment and appliances that are currently owned by the LESSOR and are available for use by the LESSEE at the Premises. The LESSEE shall initial next to each item on the inventory list indicating the LESSEE has confirmed that said item is present at the Premises. The inventory list shall be affixed to this Lease Agreement as **Exhibit "A"**.

The LESSOR shall make available for use the foregoing furnishings, kitchenware, equipment and appliances to LESSEE in their "AS IS" condition as they presently exist in the restaurant facility. LESSEE shall be solely responsible for maintenance, repair, or replacement of such furnishings, kitchenware, equipment and appliances. Notwithstanding the foregoing or any other term contained in this Lease Agreement to the contrary, any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"** that is in need of replacement, shall be replaced by the LESSEE, at LESSEE's sole expense, by a replacement item that is of equal or better quality and condition than the item being replaced, and shall become the property of the LESSOR upon replacement. LESSEE shall notify the LESSOR prior to the replacement of any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"**, and LESSOR shall have the option of choosing the replacement, by paying to LESSEE the difference in amount between the proposed replacement item selected by the LESSEE and a replacement item chosen by the LESSOR.

10. Maintenance and Repair.

- a. LESSOR's Responsibilities. LESSOR, at its expense, shall make or cause to be made:

- i. Structural repairs to exterior walls, structural columns, roof, and structural floor which collectively enclose the Premises, excluding however all doors, door frames, windows, and glass;
- ii. Repairs to walk-in refrigerator located within the Premises;
- iii. Repairs to base building systems outside the Premises excluding LESSEE's grease traps or HVAC chillers servicing the Premises. Where LESSOR's repairs or replacement are necessitated by reason of the negligence or willful misconduct of LESSEE, its servants, agents, employees, contractors, customers, or invitees, LESSOR shall make, or cause, the repairs or replacement to be made at LESSEE's expense.

- b. LESSEE's Responsibilities.

- i. All repairs to the Premises or any fixtures, installations, equipment, or facilities therein, other than those repairs required to be made by LESSOR shall be made by LESSEE at its expense. Without limiting the generality of the foregoing, LESSEE shall keep the Premises, together with all electrical, plumbing, and other mechanical installations therein, including HVAC, and the HVAC chillers and grease trap outside the Premises, in good order and shall make all repairs or replacements from time to time required thereto at its expense. LESSEE shall surrender the Premises at the expiration of the Term, Renewal Term, or at such other time as it may vacate the

Premises in as good a condition as when received, excepting depreciation caused by ordinary wear and tear. LESSEE shall not overload the electrical wiring serving the Premises, or within the Premises, and shall install at its expense, subject to the provisions of Section 11 below any additional electrical wiring which may be required in connection with LESSEE's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of LESSEE shall be paid for by LESSEE, and LESSEE hereby agrees to indemnify, defend, and hold LESSOR, its agents, officers, and employees harmless from and against all claims, actions, damages, and liability in connection therewith.

- ii. LESSEE shall bear the expense of any and all interior painting and decoration of the Premises, including floor and ceiling, and shall bear the expense of any and all janitorial and pest control services to the Premises.

11. Alterations. LESSEE shall make no alterations to the Premises without prior written approval of the LESSOR after submitting detailed plans and specifications of the proposed alteration. If such approval is granted, LESSEE shall cause the work to be performed, at its expense, promptly, efficiently, competently, and in a good and workmanlike manner. All such work shall be performed by duly qualified and licensed persons or entities approved by LESSOR. All such work shall comply with all applicable codes, rules, regulations, and ordinances. If, because of any act or omission of LESSEE, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Premises, or any part thereof, or otherwise asserted against LESSOR, then LESSEE shall, at LESSEE's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LESSOR from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.

12. ADA Compliance. Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Premises by the LESSEE shall be performed in compliance with the requirements of the Americans with Disabilities Act ("ADA"), at LESSEE's expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either the LESSEE or LESSOR or both, LESSEE shall take immediate corrective measure to cure any violation(s); and shall defend, save, and hold harmless LESSOR from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Premises into ADA compliance.

13. LESSOR's Obligations to Repair and Reconstruct.

- a. If the Premises shall be damaged by fire, hurricane, the elements, accident, or other casualty, (any of such causes being referred to herein as a "Casualty") then, subject to the provisions of Section 13.c. below, LESSOR shall promptly cause such damage to be repaired or reconstructed, provided however, that LESSOR shall only be responsible for repair or reconstruction of the Premises if property insurance proceeds are sufficient to complete all such repair or reconstruction (such determination to be made by LESSOR).
- b. If the Premises are to be repaired or reconstructed by LESSOR as provided in Section 13.a. above, and the Premises shall be rendered wholly or partially untenable, then, subject to the

provisions of Section 13.c. below, LESSOR shall cause such damage to be repaired and all Rents shall be abated proportionately as to the portion of the Premises rendered untenable during the period of such untenability; provided however that Rents shall not be abated if the Casualty is caused by LESSEE's, or its agent's, negligence or willful misconduct. LESSOR shall not be liable for interruption to LESSEE's business or for damage to or replacement or repair of LESSEE's personal property (including, without limitation, inventory, floor coverings, furniture and other property removable by LESSEE under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement, or repair shall be undertaken and completed by LESSEE promptly.

c. Option to Terminate Lease. If as a result of a Casualty:

- (i) The Premises are rendered wholly untenable, or
- (ii) The Premises is damaged or destroyed, and property insurance proceeds are insufficient to complete all such repairs (as determined by LESSOR),

then the LESSOR may elect to terminate this Lease by giving the LESSEE notice of such election within 90 days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date of such notice, and Rent shall be adjusted as of the date of such termination.

If the Premises are rendered wholly or partially untenable as a result of Casualty the repair of which is the responsibility of LESSOR pursuant to the terms of this Lease, then LESSOR shall advise LESSEE within 90 days after the occurrence of such event, of LESSOR's reasonable estimate of the time which will be required to cause such damage to be repaired. If the amount of time so estimated exceeds 180 days after the occurrence of such event, LESSEE may elect to terminate this Lease by giving LESSOR notice of such election within 30 days after the LESSOR's estimate is given.

14. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency, or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.
15. Utilities. LESSEE shall pay utility charges in connection with the use of the Premises and restaurant operations including, 100 percent of the natural gas or LP gas, phone, Wi-Fi, internet, satellite, cable television and/or other utilities, which shall paid directly to the utility provider through accounts opened in LESSEE's own name, together with 75 percent of the electric, water and sewer, which shall be billed monthly by the LESSOR. LESSEE shall be responsible for payment of any and all deposits in connection establishing utility services to the Premises. LESSEE shall pay all utility charges promptly and when due.

16. Insurance. LESSEE shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to LESSOR.

- a. Workers' Compensation Insurance. Workers' Compensation Insurance for all employees of LESSEE, employed at the Premises. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee shall be excluded from the Workers' Compensation coverage.
- b. Liability Insurance.
 - i. Commercial General Liability insurance including coverage for premises/operations, independent contractors, products/completed operations, broad form property damage and personal injury on an "occurrence" basis insuring the LESSEE.
 - ii. Automobile Liability insurance which shall insure LESSEE for claims for damage because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used in connection with the operations of the Premises.
 - iii. The general liability insurance shall include contractual liability insurance applicable to the Lessee's indemnity obligations under Section 17, below. LESSOR shall be listed as additional insured.
 - iv. The limits of liability under the Commercial General Liability and Automobile Liability policies for bodily injury and property damage shall be no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregates shall be in an amount of no less than \$2,000,000.
 - v. Liquor Liability coverage shall be required with no less than a \$1,000,000 limit of liability. LESSOR shall be listed as additional insured.
 - vi. The Commercial General Liability, Automobile Liability, and Liquor Liability insurance shall name The City of Port Orange as an additional insured.

Unless specifically waived hereafter in writing by the Risk Manager, LESSEE agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

- c. Property Coverage: LESSEE shall at all times during the lease term maintain in effect policies of insurance covering the personal properties located at the Premises belonging to the LESSEE, for an amount equal to no less than 80% percent of the actual cash value of the property, for the benefit of the parties as their interest may appear hereunder, but not on buildings and LESSOR's personal property.
- d. Proof of Insurance. Certificates of Insurance acceptable to LESSOR shall be filed with LESSOR's City Clerk prior to the commencement of the initial Term of this Lease and LESSEE shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring during the term or any renewal term of this Lease. In the event such insurance shall lapse, the LESSOR expressly reserves the right to renew the insurance at LESSEE's expense. LESSEE shall furnish evidence of all required

insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. If requested by LESSOR, the LESSEE shall furnish copies of the insurance contracts to support the certificates of insurance provided to the LESSOR.

17. Indemnification. LESSEE assumes all risk in the operation of this Lease Agreement. LESSEE shall indemnify and hold harmless the LESSOR, and LESSOR's officers, employees, and agents, from and against all claims, Damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting directly or indirectly from the occupancy or use of the Premises by the LESSEE provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the LESSOR, LESSEE or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Lease Agreement or otherwise.
18. Breach/Termination. The rights of LESSEE may be terminated by LESSOR as provided below, upon the happening of any of the following events of conditions:
 - a. Failure to pay any component of Rent when due.
 - b. Failure to provide required continuous restaurant services and concession cart to the public during the Term or any Renewal Term as specified in Section 6.
 - c. Destruction, damage, or other harm to LESSOR's property caused by LESSEE's, or its agent's, negligence or willful misconduct.
 - d. Failure to comply with local and state health codes.
 - e. Failure to comply with any other material term of this Lease.

For any violation of this Lease, LESSOR shall provide LESSEE with a written Notice of Breach, and LESSEE shall have 15 days from receipt of the notice to correct the violation, unless otherwise stated herein. In the event LESSEE fails to make such a correction within the 15 day period, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 5, above, if any component of Rent is not fully paid within 30 days of the due date, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 6, if LESSEE fails to provide continuous restaurant and/or beverage cart services as specified herein, the LESSOR may provide Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. Upon Notice of Termination, LESSEE shall immediately surrender the Premise, and LESSOR shall be entitled to retake possession.

19. Holding Over.
 - a. If LESSEE shall be in possession of the Premises at termination of this Lease with LESSOR's written consent, the tenancy under this Lease shall become one from month-to month upon all the terms and conditions contained in this Lease, and such tenancy shall be terminable by either Party as of any date on not less than 30 days prior written notice to the other party specifying such date.
 - b. If LESSEE fails to surrender the Premises at termination of this Lease, without LESSOR's written consent, LESSEE shall pay over to LESSOR for the 60 day period immediately following said end of Term an amount equal to two times the total Rents payable (as provided in Section 5) by

LESSEE to LESSOR during the last Lease Year prior to termination prorated to reflect the actual days LESSEE retains possession of the Premises. Should LESSEE fail to surrender the Premises within this 60 day period, LESSEE (i) shall be liable to LESSOR for any and all damages which LESSOR shall suffer by reason thereof, (ii) shall indemnify LESSOR against all claims and demands made by any succeeding tenants against LESSOR founded upon delay by LESSOR in delivering possession of the Premises to such Succeeding tenant, and (iii) shall pay to LESSOR a Rent equal to two times the total Rent payable by LESSEE to LESSOR during the last Lease Year prior to termination.

20. Surrender at End of Term. At the expiration or termination of the initial term, subsequent renewal term, or earlier termination hereof, LESSEE shall peaceably and quietly leave, surrender and deliver to LESSOR the Premises, together with any buildings, improvements, fixtures, and any replacement furnishings, kitchenware, equipment and appliances, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted. LESSEE shall remove all of LESSEE's non-affixed personal property from the Premises upon termination. If LESSEE fails to remove LESSEE's non-affixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property shall be deemed to have been abandoned without notice to the LESSEE. LESSOR may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to the LESSEE and without obligation to account therefor. Further LESSEE shall pay to LESSOR the cost LESSOR incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such property, or said amount may be deducted from the security deposit.
21. LESSOR Inspections. LESSEE shall permit LESSOR, its agents, employees, and contractors to enter all parts of the Premises during the LESSEE's business hours to inspect the same and to enforce or carry out any provision of this Lease, including, without limitation, any access necessary for the making of any repairs which are LESSOR's obligation hereunder. Except in case of emergency, LESSOR shall provide LESSEE with reasonable notice of its intent to enter, and such entry shall be reasonably made so as not to unduly interfere with LESSEE's operations. If LESSEE shall not be personally present to open and permit an entry into the Premises at any time when a bona fide emergency exists, LESSOR may enter the same by a master key, or may forcibly enter the same, without rendering LESSOR liable therefor, and without in any manner affecting the obligations and covenants of this Lease.
22. Emergency Use by LESSOR. In the event of a declared emergency, declared by the City Manager, Governor of Florida, or President of the United States, the LESSOR shall have the right to take possession of the entire Lease Premises and all furnishings, kitchenware, equipment and appliances therein, without prior notice to the LESSEE, for the duration of the emergency. LESSEE's base rent shall be prorated based on the number of days in any given month that the Premises is occupied by the LESSOR on an emergency basis.
23. Business Status. If LESSEE is a corporation, partnership, or limited liability company, LESSEE's status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and LESSEE shall keep its status active and current throughout the term of the Lease and renewal(s). Failure of the LESSEE to keep its status active and current shall constitute a default.

24. Independent Contractor. LESSEE shall operate the Restaurant as an independent contractor and shall be solely responsible for supervision of its employees, condition of the premises, service of patrons, employment of personnel, obedience to laws and the fulfillments of the requirements of the Lease.
25. Conformance to Laws. LESSEE shall conform to all State and Local Laws or Rules affecting the Premises and shall keep and save the LESSOR harmless from any penalty damages or charges imposed or incurred for any violation of said laws, whether occasioned by the neglect of the LESSEE or any of its agents thereupon and using said Premises, LESSEE shall obtain all necessary licenses to conduct its operation on the Premises, including but not limited to occupational licenses and alcoholic beverages licenses.
26. Assignment. The Parties understand that LESSOR has entered into this Lease with the LESSEE based on the LESSEE's qualifications and experience, and this Lease may not be assigned without written approval of LESSOR. The factors to be considered by LESSOR in determining whether to approve or deny a request for assignment shall be: i. the requisite experience owning and/or management a food service establishment possessed by the proposed assignee; ii. the character and reputation of the proposed assignee; and iii. the financial assets of the proposed assignee.
27. Construction. This Lease shall not be construed more strictly against one Party or the other as the entity responsible drafting the Lease, it being recognized both of the Parties have contributed substantially and materially to the preparation and negotiation of this Lease.
28. Contract Administration. The City of Port Orange Parks and Recreation Director shall perform administration of this Lease. For notice provisions, see the paragraph below entitled "Notice."
29. Notice. For purposes of this Lease, notices shall be sent as follows:
- LESSOR: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501*
- Copy to: City of Port Orange
Attention: Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5860*
- LESSEE: Flagsticks Bar & Grill Inc.
Attention: John Springer
32 Summer Trees Road
Port Orange, Florida 32128
(631) 331-3334*
30. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

31. Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent determined by law.
32. No Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.
33. Applicable Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions of any jurisdiction. The Parties hereby submits irrevocably to the jurisdiction of the courts located in Volusia County, Florida, and covenant and agree that suit may only be maintained in such jurisdiction.
34. Waiver of Jury Trial. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.
35. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by LESSEE.

IN WITNESS WHEREOF, we have set our hands and seals as of the last date of signature below at Port Orange, Florida.

Witnesses:

LESSOR: 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 6300]

Witnesses to the LESSEE:

LESSEE: Flagsticks Bar & Grill Inc.,
a Florida corporation,

By: _____
John Springer, President

Printed Name of Witness

Dated: _____

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by John Springer, as President of Flagsticks Bar & Grill Inc., a Florida corporation and being duly authorized to execute the foregoing instrument and who appeared in person and [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

[CA#6300]

John Springer
32 Summer Trees Rd
Port Orange, FL 32128
john@nybarguy.com | (631) 331-3334

Parks and Recreation Director Susan Lovallo
Parks Manager Kevin Sweat
City of Port Orange
Parks & Recreation Department
1000 City Center Cir, Port Orange, FL 32128

RE: Statement of Interest & Qualifications – Flagsticks at Cypress Head

Jan. 24, 2023

Dear Ms. Lovallo and Mr. Sweat:

It was great meeting you at the golf course last week to discuss my interest in taking over the operation of Flagsticks from the current lessee, Kevin Hannah. I am in receipt of your request for additional information that may assist the City Council's consideration of a request to assign the existing lease and modify the lease term. I am prepared to meet whenever desired with the City Council and/or the Golf Course Advisory Committee members. I believe the following information satisfies your request, but please reach out to me if you require additional information or supporting documents.

STATEMENT OF INTEREST:

Detailed statement of interest in this property attached as Exhibit A

COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Legal name and principal office address.

Entity to be formed upon City Council adoption of resolution authorizing assigned of lease: Flagsticks Bar & Grill Inc. Address for service will be 32 Summer Trees Rd, Port Orange, FL 32128.

- Telephone number and e-mail address.

(631) 331-3334 – john@nybarguy.com

- State of incorporation of the entity.

Entity will be formed online in the State of Florida

- List of names and addresses of the primary owners/board members.

John Springer (president and sole stockholder/officer), 32 Summer Trees Rd, Port Orange, FL 32128

- List of restaurants currently or previously actively managed by the Proposer (the firm) and their locations.
- **The Old Port Pub, Port Jefferson, NY (owner/manager) ... 5 years**
- **Billie's 1890, Port Jefferson, NY (assistant manager) 3 years**
- **Common Ground Café, Bristol, CT (manager) ... 5 years**

EXPERIENCE

Provide a summary of the qualifications and experience of the entity (i.e., the firm) responsible for the management of the restaurant/bar/Mobile Concession Cart, especially with regard to prior experience with operation of projects similar in scale and character to the restaurant/bar/mobile concession cart operation. Include years and type of experience relevant to the Scope of Services.

Discussed in detail in Exhibit A. Entity is new. My experience is in restaurant/bar management, securing liquor licenses and application of administrative law to bars and restaurants, I am very familiar with golf course facilities having been a member of the Port Jefferson Country Club (municipally owned private golf course) and having played at Cypress Head since 1994 – including three years as a resident with a golf cart pass and season pass. I have extensive management experience overseeing 5-15 persons in senior roles in various industries, including restaurants.

RESTAURANT MANAGERS EXPERIENCE AND QUALIFICATIONS:

- Provide a detailed history and description of the Proposer's Restaurant Manager's experience in restaurant and bar management, including the specific role and accomplishments, type of facilities managed, and scale of revenues.

John Springer will be the primary manager. The attachment describes my primary qualifications – owner/manager of The Old Port Pub Inc., a restaurant/bar in Port Jefferson, NY. I took a former “dive” bar and transformed it into a high-end restaurant/bar and managed all aspects of it for 5 years. I financed and supervised the bar, dining room, restrooms and kitchen from scratch. It was a \$200,000 gut renovation. I developed the menu, hired and trained the staff, oversaw the kitchen and was responsible for legal compliance, bookkeeping etc.

- Provide resumes of key corporate personnel assigned to project: Proposers must include a resume of each officer or employee that will be responsible for managing the restaurant under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the restaurant or the ensuing contract must also be included.

Owner's work/employment/school history incorporated into Exhibit A. Owner intends to keep all current Flagsticks employees, all experienced in their work areas and veterans of this facility. No one other than John Springer will have ownership interest and no one else will own stock in the corporation. My budget does include employee profit sharing – essentially quarterly merit bonuses when revenue and expense goals are met.

- Provide at least five (5) industry related references that have direct and relevant experience with the Proposer's Restaurant Manager's, including addresses, phone numbers and email addresses when available.

Billie E. Phillips Sr., 312 Main St., Port Jefferson, NY 11777, (631) 707-5553.

Lenny Alvarez, 23 NY-25A, Mt Sinai, NY 11766, (631) 804-2772

Annarissa Nathoo, 125-17 Rockaway Blvd, S Ozone Park, NY 11420, (347) 968-0400

Vivian Tozaki Esq., 11 Broadway, New York, NY 10011, (347) 401-0295

Mayor Margot Garant, 121 W. Broadway, Port Jefferson, NY 11777, (631) 473-4724

- Provide the Proposer's (the firm) total annual restaurant advertising expense for the previous fiscal year.

N/A to last year. Typically, however, I spend 7% of gross revenue on advertising. Last year, I spent \$20,000 on advertising my restaurant/bar consulting business. I anticipate investing significantly in Facebook ads, on course promotion (hole signs) and in local media.

BUSINESS PLAN OPERATIONAL CONCEPTS:

- A clear statement of the Proposer's Vision for the restaurant/bar/banquets/mobile concession cart operation and how the Proposer will appeal to the golfing clientele as well as the general public, including any proposed improvements to the restaurant facility.

Discussed in great detail in Exhibit A. In short, "Golfers come first."

Proposers must clearly state their understanding of the City's intent to operate the restaurant in such a manner as to recognize the need to balance that expectation with the desire to operate the restaurant strictly on a for-profit basis. It is also very important that each Proposer ensure full accountability of all public assets and policies.

Discussed in great detail in Exhibit A. Proposer is cognizant of the fact that the rent amount is nominal. In return for that courtesy, proposer will ensure that adequate financial resources are set aside to ensure that restaurant is adequately staffed, remains open even when business is slow, and that service is of a quality nature and consistent.

- Proposers should indicate how they envision transitioning into management of the restaurant to minimize or eliminate any disruption to the players and customers.

I have known Kevin Hannah for 5 years and we have a great rapport. We have discussed scheduling the transition for April 1. Should the City Council vote favorably, the following morning I will form my corporation and file my state liquor license application, sales tax authority and food establishment permit application.

- The Proposer's intended approach toward achieving and measuring customer satisfaction.

Customer comment slips will be provided in the restaurant along with a box for submitting (anonymously if desired). My cellphone number will be printed on the menu. I will meet regularly with Kemper Sports and HOAs in surrounding communities.

- Provide projections and outlook for operating and growing the business. The nature and extent of restaurant, building and facility maintenance programs.

The seller's gross revenue has been disclosed to proposer, and a draft budget formulated projects a 14% increase in year 1 of operation. This will be accomplished through three key initiatives: 1) the restaurant hours will be more consistent; currently there is some inconsistency, which turns off customers: 2) an immediate \$15,000 investment in a "Grab And Go" lane to accommodate morning golfers – pre-made, conveniently packaged hot and cold food (breakfast sandwiches, sandwiches, soup and chili, snacks, etc); 3) better use of the enclosed rear patio, which will involve better lighting, TVs for golf and sporting events and a \$5,000 propane fire pit (like the one they have at Downwinds Restaurant in Spruce Creek).

- The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.

Port Orange-based not-for-profits, city agencies and HOAs will enjoy fee use of the banquet room for daytime meetings.

- Provide sample menu and proposed prices for both the bar and the restaurant.

The menu is a work in progress, but can be viewed here.

<https://c0acq078.caspio.com/dp/688c500014d26b52e05741998c5c>

With some exceptions (steak and market price seafood specials), entrées will not exceed \$18. The menu will consist of appetizers, entrees, sandwiches and specials. Once every 6 weeks, management will offer a reservation-only "Family Style" dinner in the banquet room geared to a theme (see Exhibit A). For the convenience of customers, all prices will include sales tax (my accountant can back that out later so correct sales tax fee can be paid).

- Describe the number of seats/tables and layout.

This will not change. There are currently about 40 seats in the bar area, 12 at the bar, approximately 100 in the banquet room.

- Specify and discuss the anticipated number and types of employees and their projected titles.

Owner will be general manager. One full time food/beverage manager (currently employed by seller anticipated. Five bartenders. 2 cart persons. 3 cooks (1 fulltime, 2 part time).

- Address proposed hours and days of operation on both weekdays and weekends and types of meals to be offered.

Restaurant hours will exceed the lease requirements. Restaurant will open 7 days a week at 8 am and close at 8 pm. Last call for kitchen will be 7 pm but will be extended based on demand. The owner and food/beverage manager are both experienced cooks and will assist cooks as needed. Restaurant will only close for tropical storm, hurricanes, during power outages and storms that threaten customer or staff safety.

- Discuss on-site management, staffing, and procedures - The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and restaurant employees.

Owner will be a hands-on general manager and will jump into any position as needed. All other personnel will employees of the corporation and will be paid on the books as W2 employees. The fulltime food/beverage manager will assist the owner with ordering, inventory and maintenance. He will continue to work a few bartending shifts a week and will fill in as cook as needed. Banquets will generally be “all hands on deck” affairs. Banquets will have two people in kitchen, 1 person behind the bar and at least one server per 25 guests. Additionally, either the owner, food/beverage manager or both will be present at all banquets.

- Provide a narrative that indicates the management structure and ownership of the firm. **John Springer will be sole stockholder and officer of the corporation. Below him will be the full time food/beverage manager, cooks, servers, bar staff and cart personnel**

BUSINESS LICENSES

Proposer acknowledges that he will be responsible for following:

- 1. Securing liquor license for bar and beverage cart;**
- 2. Securing tobacco license;**
- 3. Obtaining sales tax authority;**
- 4. Obtaining health department permit and food handlers certificate;**
- 5. Transferring POS lease;**
- 6. Obtaining all required insurances and naming city as additional insured as may be required by lease**
- 7. Obtaining liquor liability insurance**
- 8. Obtaining workers comp/disability policies for workers**

FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents 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.

Upon request proposer can supply for 2022:

1. Gross revenue for existing restaurant/bar consulting business;
2. Employer w2 copies;
3. 2021 personal and federal tax returns;
4. Corporate and personal bank statements;
5. Statements for 4 credit cards showing zero balances;
6. Deed showing home is owned free and clear.

NOTE: Proposer has excellent credit rating and only one outstanding loan (recreational vehicle). There is no pending or threatened litigation involving John Springer or two entities he owns.

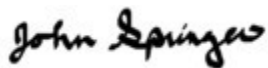
OTHER CONSIDERATIONS

Neither John Springer, nor any entity he owns/has owned, has any criminal record and there are no statutory disqualifications for holding a contract with any government or private agency. He is eligible to hold a liquor license and is well versed and liquor law, having helped bars and restaurants obtain more than 500 of them nationwide, including a dozen or so in Florida.

END

ATTACHMENT: Exhibit A – Mission Statement and Method of Operation

Thank you in advance for your time attention.



John Springer
Proposer

-

-

John Springer
32 Summer Trees Rd
Port Orange, FL 32128
john@nybarguy.com

TO: Parks & Recreation Director Susan Lovallo (City of Port Orange)
Parks Manager Kevin Sweat (City of Port Orange)
FROM: John Springer
RE: Flagsticks Bar & Grill at Cypress Head
DATE: Jan. 19, 2023

I would like to thank you in advance for agreeing to meet with myself and Kevin Hannah tomorrow concerning the proposed assignment of Mr. Hannah's lease for Flagsticks to an entity I intend to form to operate the restaurant at Cypress Head.

I assume that my background, experience, credentials and ideas will be on the agenda, so I thought I would send you some information ahead of our "get acquainted" meeting. It is written in third person in case you ever need that.

ABOUT JOHN SPRINGER

John Springer, 58, has been a fulltime Port Orange resident since 2011 and owns a home in the Summer Trees 55+ community off Taylor Road. Mr. Springer has played golf at Cypress Head regularly since his parents retired to Port Orange in 1994. He plays 3-4 times a week currently, including the Wednesday Night Scramble.

Mr. Springer's experience in the food service industry began at age 11 when he started doing odd jobs at a neighborhood bakery. That led to a baking apprenticeship (before/after school) for 7 years until he went off to college. Throughout college, Mr. Springer waited tables, bartended and managed restaurants and bars in New York and Connecticut.

After earning a bachelor's degree in journalism from the State University of New York, Mr. Springer embarked on a 25-year career as a newspaper, internet and TV reporter. He was the editor of The Port Jefferson Record, a weekly newspaper on Long Island judged best in New York while Mr. Springer was at the helm. While at

the Hartford (Conn.) Courant, Mr. Springer was the lead reporter for a team that won a Pulitzer Prize for breaking news in 1998. From 2001-2008, Mr. Springer traveled the country covering the biggest criminal trials of the day for Courtroom Television (Court TV). His last journalism job was as morning news editor for TODAY.com, the website for NBC News' iconic Today Show.

THE OLD PORT PUB INC., PORT JEFFERSON, NY

In 2006, Mr. Springer partnered with the then-mayor of the Incorporated Village of Port Jefferson, NY, to open a pub-restaurant. As managing partner and manager of The Old Port Pub, Mr. Springer supervised construction of the pub from the stud, including the installation of a new commercial kitchen. He created the menu and personally supervised the food/beverage operation until the pub was sold in 2011. Mr. Springer often served as chef and spent many hours in the kitchen trying new recipes and developing new menu items.

The pub was profitable from the first day, but operating a bar that stays open until 4 a.m. isn't for everyone and the mayor wanted to divest in order to seek higher office. Fortunately, a spinoff business was taking off for Mr. Springer at the same time. With the pub as his showcase, Mr. Springer was recruited by other entrepreneurs to help build or buy their own restaurants and bars.

Since 2009, Mr. Springer has helped bars and restaurants in NY obtain liquor licenses, develop business plans, create menus, analyze profit and loss statements. Outside of New York, he has helped breweries, wineries and distilleries get federal permits and state licenses in 30 states. Mr. Springer was doing "Bar Rescues" in New York two years before Jon Taffer made that a thing on cable TV.

FLAGSTICKS BAR & GRILL

My interest in the restaurant at Cypress Head goes back to 2017, the year a previous operator abandoned the premise with no notice to the City. The only reason I didn't submit a proposal in response to the RFP then was because I believed that the City owed it to an interim operator who stepped up at a time the City needed one. In any event, Kevin Hannah's proposal was accepted, and he got the lease.

I cannot know if Kevin has lived up to the letter of the lease (I assume he has), but I can attest that he has been 100% committed to the City's insistence in

the agreement that golfers come first. I would be similarly committed to that and have many ideas to engage with Kemper Sports and golfers more closely.

As for the facility itself and the method of operation, Kevin can attest to my interest. During his five years as operator, Kevin and I have had many discussions about menu planning, staffing issues, food and beverage cost controls etc. We have also spent a lot of time discussing initiatives that worked as well as those that did not take off. Aware of my interest, existing staff (I'd employ every one of them), have shared many insights and perspectives that I would look at more closely if the lease is assigned.

In closing, I will seek to answer the most important question that you naturally would ask yourself: "Why should I feel comfortable recommending that the City Council agree to assign the Flagstick's lease to John Springer's entity?"

As plainly as I can state it, I will not let the City down.

I have the requisite experience to manage food/beverage/banquet and on-course operation.

I am in good health, have zero debt, perfect credit and ample cash reserves.

I have 20 years of business success following 25 years as a professional journalist.

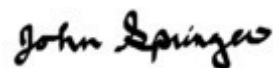
I managed a restaurant/bar that I built from scratch, and I've managed restaurant/bars for others.

I have the time and desire to be a hands-on operator.

I love the golf course, and get along well with everyone there.

Thank you in advance for your time and attention. My "Mission Statement" and notes about my proposed method of operation following my signature.

Sincerely,

A handwritten signature in black ink that reads "John Springer". The script is cursive and fluid, with the first letters of "John" and "Springer" being capitalized and prominent.

John Springer

MISSION STATEMENT AND METHOD OF OPERATION

First and foremost, the mission of Flagsticks Bar & Grill will be unchanged: Providing first-rate food, beverage, on-course and banquet service to the golfers who patronize the City of Port Orange public course at Cypress Head. The prospective tenant recognizes that without the City golf course and the golfers it serves, Flagsticks would not exist.



To the extent it does not distract from the primary mission, Flagsticks will also provide quality, reasonably priced products and services to persons and groups visiting the restaurant or utilizing the dining room, banquet/meeting room and rear patio.

Management will work closely with golf course operator Kemper Sports to ensure that the banquet room is available for tournaments and outings on a priority

basis, in keeping with the lease agreement. Management will ensure proper staffing levels are maintained to ensure the special events are an enjoyable and hassle-free experience.

In furtherance of its mission, Flagsticks will employ a trained and experienced cook at all hours of operation. If the golf course is open, the kitchen will be open and adequately staffed with experienced personnel. For banquets and peak hours, a 2nd cook or the full-time assistant manager will assist with food preparation.

Management will ensure that an adequate supply of "grab and go" foods (i.e. sandwiches, salads), snacks and beverages will be available to ensure that golfers making the turn after the 9th hole will not be delayed. Management will arrange the ability for golfers to submit orders from the course via phone call, text message or smartphone app.

The beverage cart will operate on a schedule that meets or exceeds the requirements of the lease agreement, and a 2nd cart may be used at peak golf hours and during larger tournaments/outings.

In addition to reporting and compliance requirements contained in the lease agreement, management will provide the designated City liaison with detailed quarterly reports on the operation of the restaurant/bar/banquet facility as well as prospective changes to the method of operation going forward not inconsistent with the lease or this mission statement.

Safety, cleanliness, courtesy and consistency are the cornerstones of management's customer service policy.

METHOD OF OPERATION

The following represents initiatives (each at operator's expense, if applicable) that management envisions to ensure an enjoyable experience for golfers, Cypress Head residents and the public at large:

- Convert unused/under-used outdoor alcove right of banquet room (between kitchen exit and office/liquor room entrance) to a sanitary staging/serving/waitstaff area to better serve banquets, subject to health department and city approval;
- Installation of a propane fire pit on the un-covered portion of the rear patio, subject to City approval;
- Close monitoring of outdoor heat/humidity conditions to better promote and utilize the rear patio. Weather conditions permitting, a 2nd bartender/server would be dedicated to the patio from 3 pm to close;
- The Cypress Head Supper Club will provide an opportunity, on a reservation basis, for diners to enjoy fixed priced, family style dinners in the banquet room. These dinners will be scheduled every 6 weeks. They will be themed - Greek Delight, Mangia Mangia (Italian), Fish Fry Fridays, BBQ Bonanza, Steak Masters, Meatloaf Madness, Café Ole etc. Background music appropriate to theme will be played at ambient levels;
- One special evening event each quarter (i.e. comedian, magician, karaoke, guitarist/singer, trivia night);

- Free use of banquet room for Port Orange-based not-for-profit groups and city agencies Mondays-Thursdays on a reservation basis, provided there are no golf functions planned/booked;
- A "house account" system with automatic monthly credit card processing and VIP discount for users will be initiated to bring (to those who opt for it) a quasi-country club feel to our public golf club.
- Zero-tolerance policy (detailed in Employee Manual) for violations of liquor laws, particularly as they pertain to service of minors, visibly intoxicated and unruly patrons (not that those things have ever been a problem);
- To the extent economically feasible, food delivery to Cypress Head community addresses;
- Curbside food delivery for anyone who requests it;
- Staffing minimums (not including beverage cart) ... 2 employees at all times; 3 employees on weekends from 4 pm (or earlier) to close; 4 for banquets plus per diem help as needed;
- Although the owner will be hands-on and has requisite experience to perform any staff member function as needed (including cooking), an experienced full-time assistant manager will serve as backup bartender, additional and/or backup cook.
- Kemper Sports and the City's liaison will be invited to attend, if desired, "all hands on deck" quarterly staff meeting, which will be mandatory for employees;
- An experienced banquet manager may be employed on a W2/part-time employee basis to book and supervise banquet room events with close monitoring by the owner.
- The food menu will be generated daily based on anticipated play, weather conditions, day of the week etc. At a minimum, the menu will consist of a variety of appetizers and entrees meeting the food requirements of a 4COP restaurant liquor license holder, the mandates of the lease and the needs of golfers.
(Proposed draft daily and specials menu available upon request.

END

From: john@nybarguy.com
To: [Sweat, Kevin](#); [Lovallo, Susan](#)
Subject: RE: [EXT] flagsticks - golf course advisory committee
Date: Wednesday, February 8, 2023 11:47:45 AM

Hi. If you would prefer I do it in a formal manner (narrative), let me know and I'll create it as a pdf:

1. Grab and Go station.. Along the windows in the small dining room, I plan to install (on Day 1) a row of counters with cabinets below. This will be a self-serve station designed for the convenience of golfers before they play or during the turn. Currently, at busy times golfers have to wait to order grab and go items from the bartender. I intend to reserve the short leg of the bar on the right side for "grab and go" sales only. Golfers will be given priority over seated diners. Along the counters there will be:

- A 24' inch high refrigerator with glass door that will be stocked with packaged, grab and go:
 - a. sandwiches made fresh daily
 - b. fresh fruit
 - c. yogurt
 - d. side salads (potato, macaroni, cole slaw)
 - e. cold salad plates (tuna, chicken salad, chef salad)
- A 24' inch high display case with heat lamp for breakfast sandwiches wrapped in tin foil
- A 24' inch high refrigerator with glass door for self-serve water, soda, juices
- A 24' inch high refrigerator with cans of beer, hard seltzers etc.
- A small freezer always stocked with ice cream sandwiches/bars and bags of ice of sufficient size to fill a golf cart cooler
- the popcorn machine there now that is very popular
- Racks containing chips, snacks, candy etc
- Two K-Cup coffee machines and pods of coffee
- A warming burner with hot water for tea, hot chocolate, oatmeal
- Crockpot of chili with containers and lids
- Crockpot of soup with containers and lids

ESTIMATED COST OF COUNTERS AND EQUIPMENT: \$6,000

2. NEW BAR TOP

Besides being unattractive visually, the current bar top is not functional. It is simply too narrow to accommodate diners. I plan to replace the bar top (not the structure, just the top) with one that is 4' inches wider. It will essentially change a "snack bar" counter into a bar counter of suitable size for dining. A brass rail will separate the 22' foot long bar front where there are chairs from the 8' side bar that will be served for grab and go takeout orders for golfers. Additionally, I plan to run an electrical conduit on the underside of the new bar top for cellphone and laptop charging.

ESTIMATED COST OF MATERIALS, LABOR (CARPENTER AND CERTIFIED ELECTRICIAN): \$5,000

3. KITCHEN EQUIPMENT

A major shortcoming of the banquet service now is that "plated" dinner options are few and far between. I plan on purchasing 3-5 food warming cabinets that will be stored in the alcove connecting the kitchen and the banquet room. By having these cabinets and training staff, we will be able to have up to 80 plated dinners ready to serve and warming 30 minutes before service. Staff will be able to serve 80 banquet room patrons plated meals within 10 minutes. I also plan to do a lot more bar-b-ques on the rear patio, which will require the purchase of various grills and a commercial grade meat smoker.

ESTIMATED COST OF KITCHEN EQUIPMENT - \$15,000

4. FIRE PIT AND PATIO

A propane firepit will be installed on the unenclosed portion of the rear patio. It will be made of pavers and have lava rocks. The height of the flame will be adjustable. If you are familiar with the firepit at Downwinds Restaurant at Spruce Creek Fly In. Additional patio furniture is needed as I plan to make much better use of the rear patio.

ESTIMATED COST OF PATIO ENHANCEMENTS - \$6,000

5. MONTHLY NEWSLETTER

In addition to Facebook, Next Door and other social media ads targeted to Port Orange and New Smyrna Beach, I've already designed and priced a monthly newsletter/menu that will be mailed to all 512 homes in Cypress Head. The first page will feature golf club and restaurant news, as well as "pro's corner" for short golf tips from the club pros. The 2nd page will contain a calendar of events for the restaurant and a 2nd calendar of events for the golf club. The 3rd page will be our standard menu. The 4th page will be for advertisers offering services that may be of value to Cypress Head restaurants (i.e. pool cleaning, home improvement contractors, landscapers etc).

ESTIMATED COST OF MONTHLY NEWSLETTER/MENU AND MAILING - \$500

6. THE LIVING ROOM

The banquet room is rarely used unless there is a tournament. I propose to make the left quarter of the banquet room transformable into a "living room" of sorts for golfers. I will install a 75' inch TV, which can be repurposed during banquets (i.e. leaderboards, photos during celebrations of life etc). In front of the TV, I will bring in light-weight furniture for sitting that can easily be moved to patio for more formal events. The impetus for this living room concept is that the dining room off the bar currently gets quiet noisy because of the acoustics when large group of golfers come in. By making the banquet room more appealing and fun, I believe we can encourage better use of the big room (which is much better acoustically). To do this, I've committed to having a minimum of 3 staff persons at peak times so that the golfers in the living room are properly serviced. Currently, there are 2 staff persons at most hours. I believe I can improve the dining experience and get diners to return if we create the right atmosphere and make the best use of the ample space at the facility.

**ESTIMATED COST OF LIVING ROOM, LARGE SCREEN TV AND
INSTALLATION - \$5,000**

As I am well-acquainted with the lease, I am fully cognizant that any fixtures, furniture, electronics and equipment that bring to the facility remain property of the City of Port Orange.

END

From: Sweat, Kevin <ksweat@port-orange.org>
Sent: Wednesday, February 8, 2023 11:12 AM
To: john@nybarguy.com; Lovallo, Susan <slovallo@port-orange.org>
Subject: RE: [EXT] flagsticks - golf course advisory committee

Good Morning,

I know you mentioned doing some improvements to the restaurant. Since we are requesting a longer lease agreement can you outline the improvements with an estimated cost. This will help justify the request to extend the lease time to recoup your cost of the improvements.

From: john@nybarguy.com <john@nybarguy.com>
Sent: Tuesday, January 24, 2023 4:30 PM
To: Sweat, Kevin <ksweat@port-orange.org>; Lovallo, Susan <slovallo@port-orange.org>
Subject: RE: [EXT] flagsticks - golf course advisory committee

Please see attached in response to your request. The questions seemed a bit redundant, but I answered them. Let me know if you require anything else.

Best,

John Springer
631-331-3334

From: Sweat, Kevin <ksweat@port-orange.org>
Sent: Tuesday, January 24, 2023 2:17 PM
To: john@nybarguy.com; Lovallo, Susan <slovallo@port-orange.org>
Subject: RE: [EXT] flagsticks - golf course advisory committee

In an effort to get ahead of any information the City Council may request I have included questions from the RFP that was sent out several years ago. Please answer as much as you can and return.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves

as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of restaurants currently or previously actively managed by the Proposer (the firm) and their locations.

Provide a summary of the qualifications and experience of the entity (i.e., the firm) responsible for the management of the restaurant/bar/Mobile Concession Cart, especially with regard to prior experience with operation of projects similar in scale and character to the restaurant/bar/mobile concession cart operation. Include years and type of experience relevant to the Scope of Services.

RESTAURANT MANAGERS EXPERIENCE AND QUALIFICATIONS:

- Provide a detailed history and description of the Proposer's Restaurant Manager's experience in restaurant and bar management, including the specific role and accomplishments, type of facilities managed, and scale of revenues.
- Provide resumes of key corporate personnel assigned to project: Proposers must include a resume of each officer or employee that will be responsible for managing the restaurant under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the restaurant or the ensuing contract must also be included.
- Provide a summary of the qualifications and experience of the key person(s) within the organization directly responsible for management of the restaurant/bar/mobile concession cart, especially with regard to prior experience with operation of projects similar in scale and character to the restaurant/bar/mobile concession cart operation. Include the years and type of experience relevant to the Scope of Services.
- Provide at least five (5) industry related references that have direct and relevant experience with the Proposer's Restaurant Manager's, including addresses, phone numbers and email addresses when available. Provide a comprehensive list of golf courses owned or operated by the Proposer's Restaurant Manager (over the past five years), its officers or employees and the individuals that will be assigned to the club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities, please include that information in your Proposal package.
- Provide the Proposer's (the firm) total annual restaurant advertising expense for the previous fiscal year.

TAB C – BUSINESS PLAN OPERATIONAL CONCEPTS:

- A clear statement of the Proposer's Vision for the restaurant/bar/banquets/mobile concession cart operation and how the Proposer will appeal to the golfing cliental as well as the general public, including any proposed improvements to the restaurant facility.
- Proposers must clearly state their understanding of the City's intent to operate the restaurant in such a manner as to recognize the need to balance that expectation with the desire to operate the restaurant strictly on a for-profit basis. It is also very important that each Proposer ensure full accountability of all public assets and policies.
- Proposers should indicate how they envision transitioning into management of the restaurant to minimize or eliminate any disruption to the players and customers.
- The Proposer's intended approach toward achieving and measuring customer satisfaction.
- A floor plan sketch of the area to be leased to the Proposer with the expected square foot usage listed.
- Provide projections and outlook for operating and growing the business. o The nature and extent of restaurant, building and facility maintenance programs.
- The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.

- Provide sample menu and proposed prices for both the bar and the restaurant.
- Describe the number of seats/tables and layout.
- Specify and discuss the anticipated number and types of employees and their projected titles.
- Address proposed hours and days of operation on both weekdays and weekends and types of meals to be offered.
- Discuss on-site management, staffing, and procedures - The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and restaurant employees.

- Provide a narrative that indicates the management structure and ownership of the firm.
- Description of management approach and plans for:
 - A. Capital Improvement Program (buildings)
 - B. Food and Beverage Services
 - C. Staffing Plan
 - D. Marketing strategies and plans (food/beverage)
- Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans should it be the successful Proposer.

TAB D – BUSINESS LICENSES/ SUNBIZ:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

TAB E – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents 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.
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

From: john@nybarguy.com <john@nybarguy.com>
Sent: Tuesday, January 24, 2023 12:30 PM
To: Lovallo, Susan <slovallo@port-orange.org>; Sweat, Kevin <ksweat@port-orange.org>
Subject: [EXT] flagsticks - golf course advisory committee

Good morning.

Great meeting with you to discuss my background, mission statement, ideas etc.

Question: Does the golf course advisory committee concern itself at all with the restaurant/bar or just the course itself and course management?

I wouldn't want them to feel overlooked or slighted if the restaurant/bar is part of their sphere of influence.

John Springer

.....
John Springer
john@nybarguy.com (631) 331-3334 (phone)
(631) 382-8190 (fax)
.....

CYPRESS HEAD GOLF COURSE RESTAURANT LEASE

The City of Port Orange, Florida, 1000 City Center Circle, Port Orange, Florida 32127, hereinafter referred to as "LESSOR," and 6231 PALM VISTA LLC, a Florida limited liability company, d/b/a FLAGSTICKS AT CYPRESS HEAD, whose mailing address is 968 Reed Canal Road, South Daytona, Florida 32119, hereinafter referred to as "LESSEE" in consideration of the mutual covenants and conditions contained hereinafter, hereby agree as follows:

1. The terms and conditions set forth in City of Port Orange RFP#17-42 and the LESSEE's response thereto are hereby incorporated by reference with the same force and effect as though fully set forth herein. In the event of a conflict between the terms of the City of Port Orange RFP 17-42 and this Lease Agreement, the terms of this Lease Agreement shall control.
2. **Premises.** LESSOR hereby leases to LESSEE, for a term and under the conditions provided hereinafter, the following described Premises:
 - a. **Restaurant.** A 5,288 square foot restaurant facility located at the Cypress Head Golf Course, 6231 Palm Vista Street, Port Orange, FL 32128, including a dining room, bar, and banquet area of approximately 4,476 square feet.
 - b. **Parking.** A non-exclusive use of the parking area adjacent to the restaurant for purposes of customer and employee parking.
 - c. **Ladies' and Men's' Restrooms.** A non-exclusive use of the restrooms (approximately 550 square feet) accessible by an attached hallway.
3. **Term.** There shall be a five (5) year Term. The initial Term shall commence on the **1st day of April, 2018**, and end on the **31st day of March, 2023**.
4. **Renewal Terms.** The LESSOR, with the LESSEE's acceptance, shall have the option to renew this Lease for two (2) Renewal Terms for a period of two (2) years each. In order to renew, LESSEE shall provide LESSOR with a written Request for Renewal not less than 150 days prior to expiration of the initial Term. Within 45 days of receipt of LESSEE'S Request for Renewal, LESSOR, at its sole discretion, shall notify LESSEE in writing of LESSOR'S decision regarding the potential renewal. LESSEE shall not be eligible for any renewal period unless each of the following conditions is fully satisfied at the time of the request for renewal: (i) this Lease is in full force and effect, and (ii) LESSEE has not been served with a written Notice of Breach as provided in **Section 16**, which violation remains outstanding and uncured on the date LESSEE requests renewal hereunder.
5. **Rent.**
 - a. **Base Rent.** LESSEE shall pay monthly to LESSOR on the 1st day of each month during the Term and any Renewal Term, Base Rent in the amount of **One Hundred and 00/100 Dollars (\$100.00)**. Base Rent shall be adjusted upward on the anniversary of each Lease Year proportionate to the annual increase ("Annual Increase") in the Consumer Price Index ("CPI"). "CPI" means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982 – 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. "Annual Increase" means the percentage change in the CPI from January 1 to December 31 of the prior year to which the adjustment is made. Under no circumstances shall the adjustment result in a reduction in the then current Base Rent.

- b. Additional Rent / Taxes.
 - i. LESSEE shall pay as Additional Rent to the LESSOR all sales and use taxes imposed by law on Rent payable under the Lease when due; and
 - ii. LESSEE shall be solely responsible and shall pay to the applicable authority when due all other taxes (federal, state, and local) in connection with the operation of the restaurant facility and mobile concession cart, including applicable ad valorem taxes, sales tax due for sale of food and beverages, federal employment taxes and other federal taxes, and shall furnish proof of payment of same to LESSOR upon demand.
 - c. Security Deposit. LESSEE shall submit to the LESSOR a cash deposit in the amount of \$8,000.00. The first half of the deposit (\$4,000.00) shall be submitted by the LESSEE within ten days of the execution of this Lease Agreement. The remaining half of the deposit (\$4,000.00) shall be submitted by the LESSEE on or before March 31, 2019. Said deposit shall be returned to the LESSEE within 30 days after the expiration of this Lease Agreement, less any amount expended for damages to the Premises beyond normal wear and tear; cleaning of Premises, furniture, or equipment; or outstanding rent. Notwithstanding the foregoing, the LESSOR may elect, at its sole option, to reduce the security deposit referenced above, in an amount equal to the value added to the Premises in the form of capital improvements. Any reduction to the security deposit in exchange for capital improvements shall be evidenced by a written agreement between the parties.
 - d. Late Payment. Any Rent installment that remains unpaid, or is paid after the due date shall be considered late and subject to a late charge as provided in this paragraph. In addition to paying the amount of Rent then due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) of the amount of Rent then required to be paid. If any Rent installment remains unpaid for 30 days or more, the LESSOR shall withdraw the outstanding amount from the security deposit, and LESSEE shall have 30 additional days to replenish the security deposit to the full amount required by this Lease Agreement. Payment by LESSEE, or acceptance by LESSOR, of Rent in a lesser amount than due shall not be construed as an accord and satisfaction of any dispute between the Parties regarding sums due and payable hereunder, unless so stated in writing by LESSOR; regardless of whether such payment is accompanied by an endorsement or statement to the effect that the payment made is payment in full. LESSOR may accept any such payment without prejudice to any other rights or remedies which LESSOR may have against LESSEE.
6. Required Service to Public / Hours of Operations.
- a. General. The restaurant shall be operated by the LESSEE and open to the public during regular golf course operating hours. The primary function of the restaurant is to provide the food and beverage services necessary to serve the golf course patrons. LESSEE shall maintain and offer a menu which includes, but is not limited to a reasonable choice of snacks, hot and cold sandwiches, soups, and salads, plus breakfast, lunch, and dinner offerings at appropriate times

- to serve the needs of golf course patrons. The menu shall include a reasonable variety of non-alcoholic beverages and alcoholic beverages. LESSEE shall provide courteous service and quality foods. All food preparation shall be conducted by a qualified chef/cook. LESSEE shall provide personnel in sufficient quantity to provide prompt and courteous service to the public.
- b. Golf Tournaments and Banquets. The LESSEE shall make available the banquet room for golf tournaments and banquets booked by the LESSOR's golf course manager. The LESSEE shall be the exclusive food and beverages provider for such events. The LESSEE shall schedule all special events to be held in the banquet room with the LESSOR's golf course manager to avoid potential scheduling conflicts. Golf tournaments and banquets booked by the LESSOR's golf course manager shall take priority over any other use of the banquet room by the LESSEE. LESSOR reserves the right unto itself and its golf course manager to use the restaurant name and logo established by LESSEE, as may be amended from time to time, in its marketing and promotional materials.
 - c. Mobile Concession Cart. LESSEE shall operate a mobile concession cart, at a minimum, each Friday, Saturday and Sunday during which the golf course is open, and for scheduled golf tournaments. The mobile concession cart shall be provided by the LESSOR and maintained by the LESSEE. The mobile concession cart shall offer soft drinks, beer, wine, snacks, and liquor. The LESSEE may utilize the golf club maintenance fuel pumps to fuel the mobile concession cart and shall maintain a log of the fuel pumped. The LESSEE may use up to 150 gallons of fuel per calendar year to fuel its mobile concession cart, and shall be required to pay to the LESSOR the cost for each additional gallon of fuel pumped thereafter. Due to the volatility of gasoline prices, the LESSOR shall have the right to re-evaluate this term on the anniversary of each Lease Year and may, at its sole discretion, require a portion, but no more than 50%, of the total monthly fueling costs for the mobile concession cart be paid by the LESSEE to the LESSOR as a utility expense.
 - d. Restrooms. LESSEE, and LESSEE's employees, invitees, and patrons shall have non-exclusive access to and use of the bathrooms on the Premises.
 - e. Alcoholic Beverage Services. LESSEE shall acquire, maintain, and fulfill the requirements of SRX State of Florida Restaurant Liquor License. LESSEE shall not use, sell, give away, or permit the use, sale, or gift of any alcoholic beverages on or from the Premises without having obtained and having in force all required permits and licenses therefor from governmental authorities. LESSEE shall immediately and diligently seek to obtain such permits and licenses at its own cost and expense and shall maintain them in full force and effect during the initial Term and any Renewal Term.
7. LESSOR'S Right to Audit. LESSOR may at any time within three years after the end of any Calendar Year, conduct an audit of LESSEE's books and records for such Calendar Year.
 8. LESSEE's Use.
 - a. LESSEE may not sell goods, merchandise or services, in addition to food and beverage sales.
 - b. LESSEE shall at its expense: (i) keep the inside and outside of all glass in the doors and windows clean; (ii) keep all exterior surfaces of the Premises clean; (iii) replace promptly any cracked or broken glass of the Premises with glass of like color, kind, and quality; (iv) maintain the Premises in a clean, orderly, and sanitary condition, free of insects, rodents, varmints, and other pests; (v) keep any garbage, trash, rubbish, or other refuse in rodent-proof containers

within the interior of the Premises until removed; (vi) have garbage, trash, rubbish, and refuse removed from the Premises on at least three (3) times per week; (vii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (viii) comply with all laws, ordinances, rules, and regulations of governmental agencies and authorities (including, without limitation liquor licensing laws) and all reasonable recommendations of the City of Port Orange's Risk Manager, casualty insurer(s), and other applicable insurance rating organizations now or hereafter in effect; (ix) Secure the Premises when unoccupied; (x) comply with and observe all rules and regulations established by LESSOR which apply generally to all City facilities and property; (xi) maintain sufficient inventory and have sufficient number of personnel to meet the needs of the public in the Premises; (xii) conduct its business in all respects in a dignified manner in accordance with high standards of operation.

- c. LESSEE shall submit to the LESSOR the results of any health inspection within 10 days of receiving the inspection results from the local health department.
 - d. LESSEE shall submit annual maintenance and inspection logs to the LESSOR which shall indicate the name of the service provider and the date and time of completion for each of the following maintenance activities:
 - Annual steam-cleaning of carpets
 - Kitchen hood cleaning and inspection (every 6 months)
 - Monthly HVAC Filter Cleaning/Replacement
 - Annual appliance inspection and service
 - Monthly pest control service
 - e. LESSEE shall not (i) place on the exterior of the Premises any sign, advertising matter, or any other thing of any kind, or any decoration, lettering, or advertising matter, on any window or exterior door of the Premises, unless previously approved in writing by LESSOR; (ii) place or maintain any trash, refuse, or other articles in any vestibule or area outside the Premises not designated for such use by LESSOR; (iii) permit undue accumulations of garbage in the Premises; (iv) conduct or permit to be conducted any auction, fire sale, going out of business sale, or bankruptcy sale unless directed by a court order, or other similar type sale in or connected with the Premises; or (v) use or permit the use of any portion of the Premises for any unlawful purpose.
9. Fixtures, Equipment and Furnishings. All furnishings, kitchenware, equipment and appliances installed or placed in the Premises shall be new or reconditioned to have a like-new appearance. LESSEE shall not remove any fixtures, installations, additions, partitions, hardware, light fixtures, or improvements whether located by the LESSEE or LESSOR. LESSEE's personal property may be removed upon termination or expiration of this Lease Agreement, and any of the LESSEE's personal property not removed from the Premises by LESSEE upon termination or expiration of the Lease shall become LESSOR's property, without compensation, allowance, or credit to LESSEE.

LESSEE shall provide all equipment and furnishings for the Restaurant, except that property owned by LESSOR and made available for LESSEE's use, that is necessary and desirable for the proper operation of the restaurant and banquet facility. LESSOR shall approve in writing all proposed dining room furnishings and the restaurant floor plan. At all times during the Term or any Renewal Term, dining room furnishings shall be of a quality acceptable to LESSOR. LESSEE is required to use kitchen equipment which conforms to applicable codes and is sanitary and neat in appearance.

- a. Prior to April 1, 2018, the LESSEE shall conduct a walk-thru of the Premises with the LESSOR during which the LESSOR will review with the LESSEE the entire inventory of furnishings, kitchenware, equipment and appliances that are currently owned by the LESSOR and are available for use by the LESSEE at the Premises. The LESSEE shall initial next to each item on the inventory list indicating the LESSEE has confirmed that said item is present at the Premises. The inventory list shall be affixed to this Lease Agreement as **Exhibit "A"**.

The LESSOR shall make available for use the foregoing furnishings, kitchenware, equipment and appliances to LESSEE in their "AS IS" condition as they presently exist in the restaurant facility. LESSEE shall be solely responsible for maintenance, repair, or replacement of such furnishings, kitchenware, equipment and appliances. Notwithstanding the foregoing or any other term contained in this Lease Agreement to the contrary, any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"** that is in need of replacement, shall be replaced by the LESSEE, at LESSEE's sole expense, by a replacement item that is of equal or better quality and condition than the item being replaced, and shall become the property of the LESSOR upon replacement. LESSEE shall notify the LESSOR prior to the replacement of any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"**, and LESSOR shall have the option of choosing the replacement, by paying to LESSEE the difference in amount between the proposed replacement item selected by the LESSEE and a replacement item chosen by the LESSOR.

10. Maintenance and Repair.

- a. LESSOR's Responsibilities. LESSOR, at its expense, shall make or cause to be made:
 - i. Structural repairs to exterior walls, structural columns, roof, and structural floor which collectively enclose the Premises, excluding however all doors, door frames, windows, and glass;
 - ii. Repairs to walk-in refrigerator located within the Premises;
 - iii. Repairs to base building systems outside the Premises excluding LESSEE's grease traps or HVAC chillers servicing the Premises. Where LESSOR's repairs or replacement are necessitated by reason of the negligence or willful misconduct of LESSEE, its servants, agents, employees, contractors, customers, or invitees, LESSOR shall make, or cause, the repairs or replacement to be made at LESSEE's expense.
- b. LESSEE's Responsibilities.
 - i. All repairs to the Premises or any fixtures, installations, equipment, or facilities therein, other than those repairs required to be made by LESSOR shall be made by LESSEE at its expense. Without limiting the generality of the foregoing, LESSEE shall keep the Premises, together with all electrical, plumbing, and other mechanical installations therein, including HVAC, and the HVAC chillers and grease trap outside the Premises, in good order and shall make all repairs or replacements from time to time required thereto at its expense. LESSEE shall surrender the Premises at the expiration of the Term, Renewal Term, or at such other time as it may vacate the Premises in as good a condition as when received, excepting depreciation caused by ordinary wear and tear. LESSEE shall not overload the electrical wiring serving

the Premises, or within the Premises, and shall install at its expense, subject to the provisions of Section 11 below any additional electrical wiring which may be required in connection with LESSEE's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of LESSEE shall be paid for by LESSEE, and LESSEE hereby agrees to indemnify, defend, and hold LESSOR, its agents, officers, and employees harmless from and against all claims, actions, damages, and liability in connection therewith.

- ii. LESSEE shall bear the expense of any and all interior painting and decoration of the Premises, including floor and ceiling, and shall bear the expense of any and all janitorial and pest control services to the Premises.

11. Alterations. LESSEE shall make no alterations to the Premises without prior written approval of the LESSOR after submitting detailed plans and specifications of the proposed alteration. If such approval is granted, LESSEE shall cause the work to be performed, at its expense, promptly, efficiently, competently, and in a good and workmanlike manner. All such work shall be performed by duly qualified and licensed persons or entities approved by LESSOR. All such work shall comply with all applicable codes, rules, regulations, and ordinances. If, because of any act or omission of LESSEE, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Premises, or any part thereof, or otherwise asserted against LESSOR, then LESSEE shall, at LESSEE's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LESSOR from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.

12. ADA Compliance. Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Premises by the LESSEE shall be performed in compliance with the requirements of the Americans with Disabilities Act ("ADA"), at LESSEE's expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either the LESSEE or LESSOR or both, LESSEE shall take immediate corrective measure to cure any violation(s); and shall defend, save, and hold harmless LESSOR from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Premises into ADA compliance.

13. LESSOR's Obligations to Repair and Reconstruct.

- a. If the Premises shall be damaged by fire, hurricane, the elements, accident, or other casualty, (any of such causes being referred to herein as a "Casualty") then, subject to the provisions of Section 13.c. below, LESSOR shall promptly cause such damage to be repaired or reconstructed, provided however, that LESSOR shall only be responsible for repair or reconstruction of the Premises if property insurance proceeds are sufficient to complete all such repair or reconstruction (such determination to be made by LESSOR).
- b. If the Premises are to be repaired or reconstructed by LESSOR as provided in Section 13.a. above, and the Premises shall be rendered wholly or partially untenantable, then, subject to the provisions of Section 13.c. below, LESSOR shall cause such damage to be repaired and all Rents shall be abated proportionately as to the portion of the Premises rendered untenantable

during the period of such untenantability; provided however that Rents shall not be abated if the Casualty is caused by LESSEE's, or its agent's, negligence or willful misconduct. LESSOR shall not be liable for interruption to LESSEE's business or for damage to or replacement or repair of LESSEE's personal property (including, without limitation, inventory, floor coverings, furniture and other property removable by LESSEE under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement, or repair shall be undertaken and completed by LESSEE promptly.

c. Option to Terminate Lease. If as a result of a Casualty:

- (i) The Premises are rendered wholly untenantable, or
- (ii) The Premises is damaged or destroyed, and property insurance proceeds are insufficient to complete all such repairs (as determined by LESSOR),

then the LESSOR may elect to terminate this Lease by giving the LESSEE notice of such election within 90 days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date of such notice, and Rent shall be adjusted as of the date of such termination.

If the Premises are rendered wholly or partially untenantable as a result of Casualty the repair of which is the responsibility of LESSOR pursuant to the terms of this Lease, then LESSOR shall advise LESSEE within 90 days after the occurrence of such event, of LESSOR's reasonable estimate of the time which will be required to cause such damage to be repaired. If the amount of time so estimated exceeds 180 days after the occurrence of such event, LESSEE may elect to terminate this Lease by giving LESSOR notice of such election within 30 days after the LESSOR's estimate is given.

14. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency, or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.
15. Utilities. LESSEE shall pay utility charges in connection with the use of the Premises and restaurant operations including, 100 percent of the natural gas or LP gas, phone, Wi-Fi, internet, satellite, cable television and/or other utilities, which shall paid directly to the utility provider through accounts opened in LESSEE's own name, together with 75 percent of the electric, water and sewer, which shall be billed monthly by the LESSOR. LESSEE shall be responsible for payment of any and all deposits in connection establishing utility services to the Premises. LESSEE shall pay all utility charges promptly and when due.
16. Insurance. LESSEE shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to LESSOR.

- a. Workers' Compensation Insurance. Workers' Compensation Insurance for all employees of LESSEE, employed at the Premises. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee shall be excluded from the Workers' Compensation coverage.
- b. Liability Insurance.
 - i. Commercial General Liability insurance including coverage for premises/operations, independent contractors, products/completed operations, broad form property damage and personal injury on an "occurrence" basis insuring the LESSEE.
 - ii. Automobile Liability insurance which shall insure LESSEE for claims for damage because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used in connection with the operations of the Premises.
 - iii. The general liability insurance shall include contractual liability insurance applicable to the Lessee's indemnity obligations under Section 17, below. LESSOR shall be listed as additional insured.
 - iv. The limits of liability under the Commercial General Liability and Automobile Liability policies for bodily injury and property damage shall be no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregates shall be in an amount of no less than \$2,000,000.
 - v. Liquor Liability coverage shall be required with no less than a \$1,000,000 limit of liability. LESSOR shall be listed as additional insured.
 - vi. The Commercial General Liability, Automobile Liability, and Liquor Liability insurance shall name The City of Port Orange as an additional insured.

Unless specifically waived hereafter in writing by the Risk Manager, LESSEE agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

- c. Property Coverage: LESSEE shall at all times during the lease term maintain in effect policies of insurance covering the personal properties located at the Premises belonging to the LESSEE, for an amount equal to no less than 80% percent of the actual cash value of the property, for the benefit of the parties as their interest may appear hereunder, but not on buildings and LESSOR's personal property.
- d. Proof of Insurance. Certificates of Insurance acceptable to LESSOR shall be filed with LESSOR's City Clerk prior to the commencement of the initial Term of this Lease and LESSEE shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring during the term or any renewal term of this Lease. In the event such insurance shall lapse, the LESSOR expressly reserves the right to renew the insurance at LESSEE's expense. LESSEE shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the

expiration dates. If requested by LESSOR, the LESSEE shall furnish copies of the insurance contracts to support the certificates of insurance provided to the LESSOR.

17. Indemnification. LESSEE assumes all risk in the operation of this Lease Agreement. LESSEE shall indemnify and hold harmless the LESSOR, and LESSOR's officers, employees, and agents, from and against all claims, Damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting directly or indirectly from the occupancy or use of the Premises by the LESSEE provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the LESSOR, LESSEE or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Lease Agreement or otherwise.
18. Breach/Termination. The rights of LESSEE may be terminated by LESSOR as provided below, upon the happening of any of the following events of conditions:
- a. Failure to pay any component of Rent when due.
 - b. Failure to provide required continuous restaurant services and concession cart to the public during the Term or any Renewal Term as specified in Section 6.
 - c. Destruction, damage, or other harm to LESSOR's property caused by LESSEE's, or its agent's, negligence or willful misconduct.
 - d. Failure to comply with local and state health codes.
 - e. Failure to comply with any other material term of this Lease.

For any violation of this Lease, LESSOR shall provide LESSEE with a written Notice of Breach, and LESSEE shall have 15 days from receipt of the notice to correct the violation, unless otherwise stated herein. In the event LESSEE fails to make such a correction within the 15 day period, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 5, above, if any component of Rent is not fully paid within 30 days of the due date, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 6, if LESSEE fails to provide continuous restaurant and/or beverage cart services as specified herein, the LESSOR may provide Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. Upon Notice of Termination, LESSEE shall immediately surrender the Premise, and LESSOR shall be entitled to retake possession.

19. Holding Over.
- a. If LESSEE shall be in possession of the Premises at termination of this Lease with LESSOR's written consent, the tenancy under this Lease shall become one from month-to month upon all the terms and conditions contained in this Lease, and such tenancy shall be terminable by either Party as of any date on not less than 30 days prior written notice to the other party specifying such date.
 - b. If LESSEE fails to surrender the Premises at termination of this Lease, without LESSOR's written consent, LESSEE shall pay over to LESSOR for the 60 day period immediately following said end of Term an amount equal to two times the total Rents payable (as provided in Section 5) by LESSEE to LESSOR during the last Lease Year prior to termination prorated to reflect the actual days LESSEE retains possession of the Premises. Should LESSEE fail to surrender the

Premises within this 60 day period, LESSEE (i) shall be liable to LESSOR for any and all damages which LESSOR shall suffer by reason thereof, (ii) shall indemnify LESSOR against all claims and demands made by any succeeding tenants against LESSOR founded upon delay by LESSOR in delivering possession of the Premises to such Succeeding tenant, and (iii) shall pay to LESSOR a Rent equal to two times the total Rent payable by LESSEE to LESSOR during the last Lease Year prior to termination.

20. Surrender at End of Term. At the expiration or termination of the initial term, subsequent renewal term, or earlier termination hereof, LESSEE shall peaceably and quietly leave, surrender and deliver to LESSOR the Premises, together with any buildings, improvements, fixtures, and any replacement furnishings, kitchenware, equipment and appliances, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted. LESSEE shall remove all of LESSEE's non-affixed personal property from the Premises upon termination. If LESSEE fails to remove LESSEE's non-affixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property shall be deemed to have been abandoned without notice to the LESSEE. LESSOR may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to the LESSEE and without obligation to account therefor. Further LESSEE shall pay to LESSOR the cost LESSOR incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such property, or said amount may be deducted from the security deposit.
21. LESSOR Inspections. LESSEE shall permit LESSOR, its agents, employees, and contractors to enter all parts of the Premises during the LESSEE's business hours to inspect the same and to enforce or carry out any provision of this Lease, including, without limitation, any access necessary for the making of any repairs which are LESSOR's obligation hereunder. Except in case of emergency, LESSOR shall provide LESSEE with reasonable notice of its intent to enter, and such entry shall be reasonably made so as not to unduly interfere with LESSEE's operations. If LESSEE shall not be personally present to open and permit an entry into the Premises at any time when a bona fide emergency exists, LESSOR may enter the same by a master key, or may forcibly enter the same, without rendering LESSOR liable therefor, and without in any manner affecting the obligations and covenants of this Lease.
22. Emergency Use by LESSOR. In the event of a declared emergency, declared by the City Manager, Governor of Florida, or President of the United States, the LESSOR shall have the right to take possession of the entire Lease Premises and all furnishings, kitchenware, equipment and appliances therein, without prior notice to the LESSEE, for the duration of the emergency. LESSEE's base rent shall be prorated based on the number of days in any given month that the Premises is occupied by the LESSOR on an emergency basis.
23. Business Status. If LESSEE is a corporation, partnership, or limited liability company, LESSEE's status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and LESSEE shall keep its status active and current throughout the term of the Lease and renewal(s). Failure of the LESSEE to keep its status active and current shall constitute a default.
24. Independent Contractor. LESSEE shall operate the Restaurant as an independent contractor and shall be solely responsible for supervision of its employees, condition of the premises, service of

patrons, employment of personnel, obedience to laws and the fulfillments of the requirements of the Lease.

25. Conformance to Laws. LESSEE shall conform to all State and Local Laws or Rules affecting the Premises and shall keep and save the LESSOR harmless from any penalty damages or charges imposed or incurred for any violation of said laws, whether occasioned by the neglect of the LESSEE or any of its agents thereupon and using said Premises, LESSEE shall obtain all necessary licenses to conduct its operation on the Premises, including but not limited to occupational licenses and alcoholic beverages licenses.
26. No Assignment. The Parties understand that LESSOR has awarded this Lease to the LESSEE based on the LESSEE's qualifications and experience, and this Lease may not be assigned without written approval of LESSOR.
27. Construction. This Lease shall not be construed more strictly against one Party or the other as the entity responsible drafting the Lease, it being recognized both of the Parties have contributed substantially and materially to the preparation and negotiation of this Lease.
28. Contract Administration. The City of Port Orange Parks and Recreation Director shall perform administration of this Lease. For notice provisions, see the paragraph below entitled "Notice."
29. Notice. For purposes of this Lease, notices shall be sent as follows:

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

Copy to: *City of Port Orange*
 Attention: Parks and Recreation Director
 1000 City Center Circle
 Port Orange, Florida 32129
 (386) 506-5860

LESSEE: *6231 PALM VISTA LLC*
 Attention: Kevin Hannah
 968 Reed Canal Road
 South Daytona, Florida 32119
 (386) 795-2099

30. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.
31. Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent determined by law.

32. No Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.
33. Applicable Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions of any jurisdiction. The Parties hereby submits irrevocably to the jurisdiction of the courts located in Volusia County, Florida, and covenant and agree that suit may only be maintained in such jurisdiction.
34. Waiver of Jury Trial. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.
35. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by LESSEE.

IN WITNESS WHEREOF, we have set our hands and seals as of the last date of signature below at Port Orange, Florida.

Witnesses:

LESSOR: CITY OF PORT ORANGE


Printed Name: Michelle Cusella

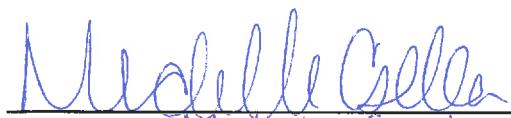
By: 
Donald O. Burnette, Mayor

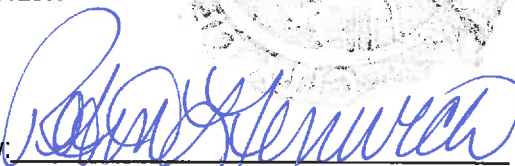

Printed Name: Deanna Massey

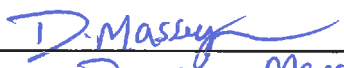
Date: 3/2/18

Witnesses:

ATTEST:


Printed Name: Michelle Cusella

By: 
Robin L. Fenwick, CMC, City Clerk


Printed Name: Deanna Massey

Date: 3/2/18

[CA 6300]

Witnesses to the LESSEE:

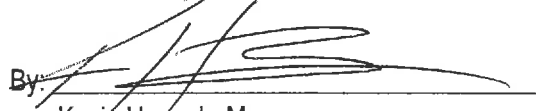
LESSEE: 6231 PALM VISTA LLC,
a Florida limited liability company,
d/b/a FLAGSTICKS AT CYPRESS HEAD


Sonya Saunders

Printed Name of Witness


Courtney Catalino

Printed Name of Witness

By: 
Kevin Hannah, Manager

Dated: 2/27/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of February, 2018, by Kevin Hannah, as Manager of 6231 Palm Vista LLC, a Florida limited liability company, d/b/a Flagsticks at Cypress Head and being duly authorized to execute the foregoing instrument and who ☐ is personally known to me, or ☒ has produced Florida Driver License as identification.


Notary Public, State of Florida at Large
Printed name, commission and expiration:

[CA#6300]

